RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **ASIAN COMMUNITY DEVELOPMENT COUNCIL** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **Asian Community Development Council** ("Recipient") located at 1027 S. Rainbow Blvd #253, Las Vegas, NV 89145 proposes to provide Asian-Pacific families with food and rapid rehousing with their **Community Ambassadors Program** (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION, TWO HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED EIGHTY AND NO/100TH DOLLARS ($1,254,180) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Community Ambassadors Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

A. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

B. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result,

known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Emma Garcia, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 14th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Asian Community Development Council
Project Name: Community Ambassadors Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 9,400	$ 9,400
Professional Services contracted (audit, bookkeeping, etc.)	$ 10,000	$ 10,000
Rent /Insurance of facility	$	$
Utilities (Power, Gas, Telephone, etc.)	$ 4,035	$ 4,035
Maintenance Supplies	$	$
Office Supplies & Postage	$ 5,245	$ 5,245
Liability Insurance/Fidelity Bond*	$	$
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $500,000)	$ 509,600	$ 500,000
Homeless Services / Shelter (minimum request amount $100,000)	$ 600,000	$ 600,00
Staff & Fringe necessary to provide services to clients	$ 73,500	$ 73,500
Other: cleaning related to Covid-19	$ 15,000	$ 15,000
Office Space for Direct Service staff or for client use	$ 21,000	$ 21,000
TOTAL PROJECT COST:	**$ 1,263,780**	**$ 1,254,180**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

ASIAN COMMUNITY DEVELOPMENT COUNCIL

COMMUNITY AMBASSADORS PROGRAM

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION, TWO HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED EIGHTY AND NO/100TH DOLLARS ($1,254,180) in Coronavirus Relief Funds (the "Funds") to ASIAN COMMUNITY DEVELOPMENT COUNCIL ("Recipient") to assist with operating and program expenses associated with its Community Ambassadors Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide food and rapid rehousing rental assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - Assist 150 Pacific-Asian households in response to the COVID-19 Pandemic with food and rental assistance

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **ASIAN COMMUNITY DEVELOPMENT COUNCIL**

PROGRAM: **COMMUNITY AMBASSADORS PROGRAM**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide 150 Asian Pacific Islander families with food assistance to survive the unemployment insurance backlogs and they can focus on job search without worrying about basic needs. The families will be educated with available resources and services to ensure the basic needs are met during pandemic	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Vida Chan Lin

as President and Founder

of **ASIAN COMMUNITY DEVELOPMENT COUNCIL**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **ASIAN COMMUNITY DEVELOPMENT COUNCIL** for the **COMMUNITY AMBASSADORS PROGRAM**, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 6 day of September, 2020.

ASIAN COMMUNITY DEVELOPMENT COUNCIL

By: _____

SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on September 6, 2020
(Date)

by Vida Chan Lin as President & Founder of
(Name of Person) (Title)

ASIAN COMMUNITY DEVELOPMENT COUNCIL

(SEAL)

NOTARY PUBLIC

DUY NGUYEN
Notary Public - State of Nevada
Appointment Recorded in Clark County
No: 20-6422-01 - Expires July 30, 2024

My Commission expires: July 30, 2024

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO ASIAN COMMUNITY DEVELOPMENT COUNCIL FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective Jan. 20th, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Asian Community Development Council, ("Recipient").

WHEREAS, on September 14, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 20 **day of** January, **2021.**

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: _____

Date: 1/20/2021

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO BOYS & GIRLS CLUBS OF SOUTHERN NEVADA FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, BOYS & GIRLS CLUBS OF SOUTHERN NEVADA ("Recipient") located at 2850 Lindell Road, Las Vegas, NV 89146, proposes to provide full-day youth services (7am-7pm) to 1274 unduplicated youth aimed to provide a safe, fun environment focused on educational support (academic assistance and including use of technology/wifi to access distance learning) at all 13 clubhouse locations to help youth keep pace with academic progress through its COVID YOUTH SERVICES (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($1,067,962) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the COVID Youth Services Program, during the period from March 1, 2020, through December 31, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto

and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 31, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

E. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

F. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which

would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Emma Garcia, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted

monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020, with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 14th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Boys & Girls Clubs of Southern Nevada

Project Name: COVID Response.

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must bent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Computer related (software, hardware, internet, etc.)	$ 102,447	$ 102,447
Utilities (Power, Gas, Telephone, etc.)	$ 180,000	$ 27,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$ 604,989	$ 535,810
Cleaning related to COVID-19	$ 174,959	$ 174,959
Furniture/Fixtures and Equipment for client/participant space	$ 236,746	$ 227,746
TOTAL PROJECT COST:	**$1,299,141**	**$1,067,962**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

BNA Request is 82% of Total *Program* Budget
(Application request divided by total project budget)

Total Agency Budget is $ 8,148,000

BNA Request is 13.11% of Total *Agency* Budget
(Application request divided by total agency budget)

EXHIBIT "B"

BOYS & GIRLS CLUBS OF SOUTHERN NEVADA

COVID YOUTH RESPONSE

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($1,067,962) in Coronavirus Relief Funds (the "Funds") to BOYS & GIRLS CLUBS OF SOUTHERN NEVADA ("Recipient") to assist with operating and program expenses associated with its COVID Youth Response (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Provide full-day youth services (7am-7pm) to 1274 unduplicated youth aimed to provide a safe, fun environment focused on educational support (academic assistance and including use of technology/wifi to access distance learning) at all 13 clubhouse locations to help youth keep pace with academic progress.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: BOYS & GIRLS CLUBS OF SOUTHERN NEVADA

PROGRAM: COVID Youth Response

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide full-day youth services (7am-7pm) to 1274 unduplicated youth aimed to provide a safe, fun environment focused on educational support (academic assistance and including use of technology/wifi to access distance learning) at all 13 clubhouse locations to help youth keep pace with academic progress.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Andy Bischel, as President / CEO of **BOYS & GIRLS CLUBS OF SOUTHERN NEVADA**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **BOYS & GIRLS CLUBS OF SOUTHERN NEVADA**, for the **COVID Youth Response** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 3 day of September, 2020.

BOYS & GIRLS CLUBS OF SOUTHERN NEVADA

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on 9/3/2020 2020
(Date)

by Patricia Rivas as Notary of
(Name of Person) (Title)

Patricia Rivas
NOTARY PUBLIC

(SEAL)

PATRICIA RIVAS
Notary Public, State of Nevada
Appointment No. 17-4160-1
My Appt. Expires Oct 9, 2021

My Commission expires: Oct 9, 202

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO BOYS AND GIRLS CLUBS OF SOUTHERN NV FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM CFDA 21.019

This **AMENDMENT** is made and entered into as of this 1 day of December 2020, by and between Clark County, Nevada (hereinafter referred to as "County"), and Boys and Girls Clubs of Southern NV, (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to Boys and Girls Clubs of Southern NV, DUNS #108171711for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by **$708,866** for PPE and operational items not previously requested in the BNA application or in their budget as of March 2020.

Where it currently reads in Section 1. Scope of Services: Item A: The County will provide ONE MILLION SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($1,067,962) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide ONE MILLION SEVEN HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND NO/100TH DOLLARS ($1,776,828) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Exhibit "A", "Program Budget".

Where it currently reads in Exhibit "A" Boys and Girls Clubs Southern NV

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must bent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Computer related (software, hardware, internet, etc.)	$ 102,447	$ 102,447
Utilities (Power, Gas, Telephone, etc.)	$ 180,000	$ 27,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$ 604,989	$ 535,810
Cleaning related to COVID-19	$ 174,959	$ 174,959
Furniture/Fixtures and Equipment for client/participant space	$ 236,746	$ 227,746
TOTAL PROJECT COST:	**$1,299,141**	**$1,067,962**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020	**Amount**
Operations/Furniture/Fixtures/:PPE (Add'l)	$708,866
Original Contracted BNA Amount	1,067,962
TOTAL PROJECT COST:	**$1,776,828**

Where it currently reads in Exhibit "B" Scope of Services:

1. Clark County will provide ONE MILLION SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($1,067,962) in Coronavirus Relief Funds (the "Funds") to BOYS & GIRLS CLUBS OF SOUTHERN NEVADA ("Recipient") to assist with operating and program expenses associated with its CARES Basic Needs Assistance (the "Program").

Shall now read:

1. The County will provide ONE MILLION SEVEN HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND NO/100TH DOLLARS ($1,776,828) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

This Amendment No. 1 represents a change in the budget to enable the provider to better serve their clients in safer Covid environment.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWIEKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

BOYS AND GIRLS CLUBS OF SOUTHERN NEVADA

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on December 07, 2020
(DATE)

By Andrew Bischel as President of
(NAME OF PERSON) (TITLE)

BOYS AND GIRLS CLUBS OF SOUTHERN NEVADA

Christi Jacobs
NOTARY PUBLIC

(SEAL)

My Commission expires: 09/09/2023

CHRISTI JACOBS
Notary Public, State of Nevada
No. 14-15202-1
My Appt. Exp. Sept. 9, 2023

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THE BOYS AND GIRLS CLUBS OF SOUTHERN NEVADA FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective Jan 13, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Boys and Girls Clubs of Southern Nevada, ("Recipient").

WHEREAS, on September 14, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 12th day of January, 2021.

CLARK COUNTY

By: 1-21-2021
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By:

Date: 1/13/21

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By:
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **BOYS & GIRLS CLUBS OF THE COLORADO RIVER** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **BOYS & GIRLS CLUBS OF THE COLORADO RIVER** ("Recipient") located at 2250 Highland Road, Bullhead City, AZ 86442, proposes to provide collaboration with local schools to offer childcare for at-risk and essential workers children. The Club will prepare to remain open for full days through the possible reopening of schools on August 24 until such time that children return to regularly scheduled school hours through its BGCCR Laughlin Club (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE HUNDRED THOUSAND AND NO/100TH DOLLARS ($100,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the BGCCR Laughlin Club, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either

to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 29th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: BOYS & GIRLS CLUBS OF THE COLORADO RIVER

Project Name: BGCCR Laughlin Club

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
DIRECT SERVICES TO COUNTY RESIDENTS		
Child Care Services / Assistance (min. req. $100,000)	$	$ 100,000
TOTAL PROJECT COST:	$	**$ 100,000**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

BOYS & GIRLS CLUBS OF THE COLORADO RIVER

BGCCR Laughlin Club

SCOPE OF SERVICES

CARES Act BNA Grant

1. The County will provide ONE HUNDRED THOUSAND AND NO/100TH DOLLARS ($100,000) in CARES Act Coronavirus Relief Funds (the "Funds") to BGCCR Laughlin Club to Recipient to assist with the operational costs for the (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Transform the current Laughlin spaces into socially distanced educational zones to allow for virtual learning to occur.
   - Partner with Clark County School District and local Laughlin schools to determine need.
   - Utilizing a jotform, collect necessary and required information to determine eligibility for attendance.
   - Prioritize each child that needs technology and/or internet access to enroll the youth.
   - Hire adequate staffing for proper adult-to-child ratios
   - Increase and enforce cleaning and sanitizing practices to do our part to stop the spread of COVID.

4. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **BOYS & GIRLS CLUBS OF COLORADO RIVER**

PROGRAM: BGCCR Laughlin Club

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
1. Transform the current Laughlin spaces into socially distanced educational zones to allow for virtual learning to occur.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
2. Partner with Clark County School District and local Laughlin schools to determine need.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
3. Utilizing a jotform, collect necessary and required information to determine eligibility for attendance.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
4. Prioritize each child that needs technology and/or internet access to enroll the youth.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

5. Hire adequate staffing for proper adult-to-child ratios.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
6. Increase and enforce cleaning and sanitizing practices to do our part to stop the spread of COVID.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Autumn Bayle-Robinson as CEO of **BOYS & GIRLS CLUBS OF THE COLORADO RIVER**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds **BOYS & GIRLS CLUBS OF THE COLORADO RIVER**, for the BGCCR Laughlin Club program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 8 day of September, 2020.

BOYS & GIRLS CLUBS OF THE COLORADO RIVER

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF ~~NEVADA~~ Arizona
COUNTY OF ~~CLARK~~ Mohave

This instrument was acknowledged before me on September 8th, 2020 (Date)

by Autumn Bayle-Robinson (Name of Person) as CEO (Title) of

(SEAL)

_____
NOTARY PUBLIC

OFFICIAL SEAL
TANYA DERRA
NOTARY PUBLIC – ARIZONA
MOHAVE COUNTY
My Commission Expires 10/02/2021

My Commission expires: 10/02/2021

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Autumn Boyle-Robinson, as CEO of **BOYS & GIRLS CLUBS OF THE COLORADO RIVER**, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds **BOYS & GIRLS CLUBS OF THE COLORADO RIVER**, for the **CARES Basic Needs Assistance** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 16 day of October, 2020.

BOYS & GIRLS CLUBS OF THE COLORADO RIVER

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF ~~NEVADA~~ ARIZONA
COUNTY OF ~~CLARK~~ MOHAVE

This instrument was acknowledged before me on OCTOBER 16, 2020, 2020
(Date)

by Joy L Souder as NOTARY of
(Name of Person) (Title)

Joy L Souder
Notary Public
Mohave County, Arizona
My Comm. Expires 07-10-2022
Commission No. 550167
(SEAL)

_____
NOTARY PUBLIC

My Commission expires: 7-10-2022

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **BRIDGE COUNSELING ASSOCIATES, INC.** FOR THE
BRIDGE EMERGENCY NEEDS PROGRAM
CFDA 21.019

WHEREAS, **BRIDGE COUNSELING ASSOCIATES, INC.**("Recipient") DUNS #117599955 located at 4221 McLeod Drive, Las Vegas, NV 89121, proposes to provide outpatient mental health therapy, addictions counseling, limited medical, & residential treatment beds to vulnerable populations through its CARES Basic Needs Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION SEVEN HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED SIXTY FIVE NO/100TH DOLLARS ($1,773,865) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600

Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for

injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 9th day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: BRIDGE COUNSELING ASSOCIATES, INC.
Project Name: CARES Basic Needs Assistance

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Liability Insurance/Fidelity Bond*	$ 7,500	$ 2,100
DIRECT SERVICES TO COUNTY RESIDENTS		
Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions		
Homeless Services / Shelter (minimum request amount $500,000)	$ 219,672	$ 219,672
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Transportation for clients (Van leasing/rental only)	$ 110,000	$ 110,000
Capital Improvements necessary for Covid-19 Response	$ 341,113	$ 305,013
Staff & Fringe necessary to provide services to clients	$ 525,100	$ 169,507
Office Space for Direct Service staff or for client use	$ 620,512	$ 620,512
PPE/ Cleaning related to COVID-19	$ 202,500	$ 202,500
Furniture/Fixtures and Equipment for client/participant space	$ 144,561	$ 144,561
TOTAL PROJECT COST:	**$ 2,170,958**	**$ 1,773,865**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

BRIDGE COUNSELING ASSOCIATES, INC.

CARES Basic Needs Assistance

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION SEVEN HUNDRED SEVENTY THREE THOUSAND EIGHT HUNDRED SIXTY FIVE NO/100TH DOLLARS ($1,773,865) in Coronavirus Relief Funds (the "Funds") to BRIDGE COUNSELING ASSOCIATES, INC.("Recipient") to assist with operating and program expenses associated with its Bridge Emergency Needs Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide outpatient, limited medical, & residential treatment beds to vulnerable populations affected by Covid-19. Since COVID-19 began, staff have worked to create a continually sanitized environment, distributed donated masks to staff & clients, lowered the number of clients served onsite (per social distancing), & provided essential services via Telehealth to Bridge's diverse & at-risk clients (many of whom have disabling behavioral health conditions and/or are homeless). COVID-19 required the immediate restriction of services to tele-care only. This also prevented the opening of planned medical detox and shelter beds. To reopen the CCBHC with existing and planned services, a large investment in temporary partitions, shields, and security placement and modifications is required. These CARES BNA projects not only will serve Bridge clients better throughout the crisis & beyond but also will keep our staff & their families safer.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - Provide up to 4,650 outpatient mental health therapy, addictions counseling, limited medical, & residential treatment beds to vulnerable populations

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

5.B.1. Capital Improvements – 4221 McLeod:
~Place temporary aerosol shields/barriers: L.F. Harris Construction will begin work beginning immediately upon grant award.
~Temporarily reconfigure outpatient & residential treatment spaces: Immediately upon grant award, contractor will apply for/receive 2 building permits & begin work & assure code compliance by St. NV Health Care Quality & Compliance & St. Fire Marshal.
~Upgrade security devices: Immediately upon grant award.

5.B.2. Homeless Services-- 4221 McLeod & 1640 Alta:
~Equip & staff the Medical Clinic to serve homeless & at-risk clients: Upon grant award, Bridge will begin recruitment of a Medical Clinic Director & 2 APRNs (or equivalent). These staff will work with Bridge current supervisory & medical staff to plan, equip, & make the onsite Medical Clinic operational.
~Purchase medical & protective supplies: Begin immediately upon grant award.

5.B.3. Transportation Services -- 4221 McLeod & 1640 Alta:
~Purchase 2 vans immediately following grant award to serve clients who have disabling Serious Mental Illness (SMI), Substance Use Disorder (SUD), or Co-occurring Disorder (COD).

5.C. PROJECT TIMELINE TO ACHIEVE OUTCOMES

5.C.1. Capital Improvements – assuming 8/2020 award/start-date:
~Month 1: Engage the contractor who will apply for building permits.
~Month 2-3: After building permits are secured, begin placement of temporary barriers and other modifications.
~Month 3-4: Continue work on modifications.
~Month 4-5: Complete work & begin serving clients NLT 12/30/2020.

5.C.2. Homeless Services:
~Month 1-2: Purchase PPE & sanitizing equipment; search/recruit/hire Medical Clinic Director & APRNs.
~Month 3: Purchase clinic equipment; orient/train staff.
~Month 4-5: Upon completion of modifications, begin serving clients NLT 12/30/2020.

5.C.3. Transportation:
~Month 1: Purchase 2 vans.

6. Indicate the approximate NUMBER of UNDUPLICATED INDIVIDUALS and FAMILIES (specify which) you plan to serve through this program.
Please number or bullet point your response. This information should also be used for Program Outcomes and Performance Measurements in the Documents section. Please be concise.

~The average annual number of Clark County residents to be served is 4,650 (unduplicated). Approximately 20% will be homeless adults & 10% of adults will have a disabling behavioral health condition.

~BNA funding will improve services to these at-risk/high-risk populations by providing safety barriers, personal protection, sanitizing equipment, the Medical Clinic, modified outpatient rooms & spaces, reconfigured residential treatment facilities, & needed transportation.

~Beyond year-end (& COVID-19 subsides), staff, clients, & the community will benefit, in terms of virus prevention & from the personal, family, & community-wide destruction that unprevented transmittal could bring.

~In the future, Bridge will be able to offer immediate services through a similar community health crisis. For example, the modified sleeping areas (with barriers between beds) will assure that vulnerable populations will have access to residential treatment even if required to limit occupancy.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **BRIDGE COUNSELING ASSOCIATES, INC. OF LAS VEGAS**

PROGRAM: **BRIDGE EMERGENCY NEEDS**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

1) CAPITAL IMPROVEMENT OUTCOMES AT BRIDGE FACILITIES LOCATED AT: •4221 MCLEOD DRIVE, LAS VEGAS, NV 89121•	**YEAR TO DATE** (Begin 12/30/2020)
MAJOR TASK: Implement Fire Life Safety design modifications requirements necessary to meet code compliance related directly to the placement of temporary electrical power to the temporary partitions that will provide safe, secure, and sanitized (COVID-19-free), environments for clients and staff. **OUTPUTS:** •Temporary electrical work and programming to power temporary partitions/barriers & alarms. A total of 55 COVID-19 compliant counseling and group areas, sleeping and common areas, and other spaces will be temporarily reconfigured with temporary electrical channels at the facility at 4221 McLeod Drive. •The medical treatment room (McLeod) currently used by Bridge's psychiatrist, APRN, and Peer Support Specialist for interview, examinations, and lab testing will be modified with temporary privacy partitions that will need temporary electrical channels to ensure the onsite Medical clinic is able to serve homeless and at-risk clients. •Temporary partition design & consultant fees for both locations. •Modify and activate the existing door scan locks/openers, which are already installed throughout the 4221 McLeod facility, to include upgrading some of the devices and adding master controls at the front office. This will secure the entire facility for the safety of staff and clients and prevent clients from wandering room-to-room (possibly not adhering to CDC COVID-19 guidelines). **CAPTIAL IMPROVEMENTS OUTCOME MEASUREMENTS IN TERMS OF BENEFITS TO CLIENTS:** •Prevention of the spread of COVID-19 by configuring all Bridge spaces to contact with others as much as possible. •Control COVID-19 in Bridge's essential service-delivery setting to protect vulnerable and high-risk client populations.	Total unduplicated # served: *4,650 *The entire average annual (projected) Bridge client population will benefit from all of the capital improvements.

•Clients and staff will benefit from feeling safer in a COVID-19-modified environment, receiving in-person treatment (outpatient, onsite medical care, and residential) in a one-stop care facility, and supported by wraparound services. •An upgraded door-locking system at 4221 McLeod will secure the entire facility for the safety of staff and clients and prevent clients from wandering room-to-room (possibly not adhering to CDC COVID-19 guidelines).	
2) HOMELESS SERVICES OUTCOMES PROVIDED AT THESE BRIDGE FACILITIES: **•4221 MCLEOD DRIVE, LAS VEGAS, NV 89121• •1640 ALTA DRIVE, LAS VEGAS, NV 89106•**	**YEAR TO DATE**
MAJOR TASKS: 1) •The medical treatment room (McLeod) currently used by Bridge's psychiatrist, APRN, and Peer Support Specialist for interviews, examinations, and lab testing will be modified with temporary privacy partitions to become an onsite Medical Clinic to serve homeless and at-risk clients. 2) Medical Clinic (McLeod): Staff, equip, stock with supplies, and provide onsite healthcare services. 3) Residential Treatment/Homeless Overflow Unit (McLeod): Staff, equip, stock with supplies. 4) Homeless behavioral health and wraparound services will be staffed and enhanced at both McLeod and Alta facilities. **OUTPUTS – MEDICAL CLINIC STAFFING AND SERVICES:** •Anticipate 40 aerosol shields/barriers and other partition placement in staff and client areas to provide COVID-19 protection and compliance throughout the medical clinic at 4221 McLeod Drive. •The Medical Clinic Director will have been hired and will be responsible for establishing, licensing, and managing the Medical Clinic and providing direct client healthcare services. •Two (2) Registered Nurses will have been hired and will be responsible for clinic office set-up and client healthcare. •Medical clinic/lab equipment and supplies plus COVID-19-specific equipment and safety supplies (e.g., sanitizing misters; PPE) will have been purchased and utilization will have begun. •Referrals are generated internally and from a variety of community partners. •Purchase sanitizing/disinfecting products and PPE for general operations. PPE/Cleaning related to COVID-19 for sanitizing and screening professional to provide COVID-19 free safety (specific allocation to the medical clinic). **OUTPUTS – RESIDENTIAL TREATMENT/HOMELESS OVERFLOW UNIT STAFFING AND SERVICES:** •Anticipate 72 aerosol shields/barriers and other partition placement in staff and client areas to provide COVID-19 protection and compliance throughout the Residential Treatment unit at 4221 McLeod Drive. •A total of 55 COVID-19 compliant counseling and group areas, residential sleeping and common areas, and outdoor spaces will be temporarily reconfigured within the facility at 4221 McLeod Drive.	Total unduplicated # served (average annual): **930** Approximately 20% (930) of all Bridge clients will be eligible for homeless services.

•These temporary modifications will include a Residential Treatment/Homeless Overflow Unit which will augment Bridge's existing Residential Treatment Shelter, the use of which is currently limited by social distancing guidelines. •Existing Bridge professional staff, at both McLeod and Alta, will provide homeless services. •Referrals are generated internally and from a variety of community partners. •Purchase sanitizing/disinfecting products and PPE for general operations. PPE/Cleaning related to COVID-19 for sanitizing and screening professional to provide COVID-19 free safety (specific allocation to the residential unit). • With the expansion of COVID-19-free modifications and temporary partition placement to the Residential Treatment Shelter and Homeless Overflow Unit, equipment and supplies will be purchased and services will be provided in a COVID-19-safe and sanitized environment. **HOMELESS SERVICES OUTCOME MEASUREMENTS IN TERMS OF BENEFIT TO CLIENTS (not limited to):** •Number of clients receiving care at the Bridge Medical Clinic. •Number of clients receiving care in the Residential Treatment/Homeless Overflow Unit. •Increased/improved client access to, and successful utilization of, behavioral health and medical services; •Clients will be engaged, actively participating, understand the benefits of treatment, and will demonstrate self-sufficiency; •Retention of client in treatment (length of stay in treatment from date of first Bridge service to date of last service); •Reduced frequency of alcohol/substance use at date of last service compared to date of first service; •Reduced rates of drug overdose and/or rates of binge/heavy drinking; •Time abstinent from any/all substances; •Rates of reduced emergency room visits and hospitalizations due to the availability of Bridge's Medical Clinic services; •Reduced rates of mental health crises and substance use/misuse-related emergency department visits/hospitalizations; •Decreased criminal justice involvement (when applicable) as measured by fewer arrests from date of first Bridge service to date of last service; •Clients will improve their housing stability (with the help and guidance of Bridge's Targeted Case Manager and Peer Support Specialists), especially, occupying permanent housing thus reducing homelessness in Clark County. •Clients demonstrate overall improved health/wellness, behavioral health, and functioning in the community (examples: less reliance on county medical care; lower arrest rates/fewer arrests).	
3) TRANSPORTATION OUTCOMES	**YEAR TO DATE**
MAJOR TASK: Two (2) 15-person (or smaller) vans will be purchased to transport clients, who have disabling mental illness, other behavioral health (cognitive) conditions, and addictions (needing detox), from other agencies and remote sites, to agency facilities. One (1) of the vans will be a handicap and wheelchair accessible vehicle.	Total unduplicated # served (average annual): **465** Approximately 10% (465) of all

OUTPUTS: •Two (2) suitable vans will have been purchased in put into operation. •Referrals will be generated from community partners, including, METRO's Crisis Intervention Team (CIT) and Law Enforcement Intervention for Mental Health and Addiction (LIMA) for mobile crisis de-escalation and transport to the Bridge Detox Unit and Crisis Stabilization Lounge, hospitals, and behavioral health hospitals. **TRANSPORTATION OUTCOME MEASUREMENTS IN TERMS OF BENEFIT TO CLIENTS:** •Clients will be eligible to utilize, and will benefit from, this newly created, accessible, and reliable resource for transportation to outpatient or residential treatment (inter- and intra-agency transport), emergency care/hospitals, and wraparound services in a COVID-19-safe and continually sanitized van driven by and staffed by Bridge professionals. •Having vans to transport clients will significantly benefit clients who have been put on a *Legal 2000 or L2K hold. As an example, when Bridge needs to refer a client to Desert Parkway Behavioral Healthcare Hospital, only an ambulance can be used as Bridge has no other viable alternatives. When an ambulance does transport clients, it must first stop at the hospital for a medical clearance as Desert Parkway refuses ambulance-transported clients until they have a hospital medical clearance. If Bridge had its own vans, the benefit for approximately 80% of L2K or pre-L2k clients would be immediate transport to the hospital in a van staffed by a Bridge clinician, a case manager, and peer support personnel. *A 72-hour hold under Nevada law (also called an emergency admission, Legal 2000 or L2K) is when a client with mental illness is placed under medical observation, evaluation, and treatment for three (3) days. The client must be experiencing a mental health crisis (as defined by NRS 433A.0175 & NRS 433A.115). The purpose of a 72-hour hold is to keep these clients safe while the next steps are determined.	Bridge clients will be eligible for transportation for persons with disabling behavioral health conditions.
4) GENERAL OPERATIONS INCLUDING, *"FUNDS NEEDED TO ALTER FACILITIES OR LEASE SPACE TO MEET SOCIAL DISTANCING REQUIREMENTS IN ORDER TO CONTINUE TO SERVE INDIGENT, HOMELESS, OR OTHER SOCIAL SERVICE NEEDS"* (PER PAGE 2, ATTACHMENT 2) **•4221 MCLEOD DRIVE, LAS VEGAS, NV 89121• •1640 ALTA DRIVE #4, LAS VEGAS, NV 89106•**	**YEAR TO DATE**
MAJOR TASK: Modify, per COVID-19 guidelines, the entries, exits, offices, and all common areas of the 48,000 square foot facility at 4221 McLeod Drive and the and the 16,000 square foot facility at 1640 Alta Drive. **OUTPUTS:** •Place approximately 258 temporary aerosol shields/barriers at these office spaces and common areas: ~Transaction Intake Windows with doors. ~Check-in/Security Booth. ~Entry Desk shield at entrance for temperature scans, hand sanitizer, mask distribution.	Total unduplicated # served: ***4,650*** *The entire average annual (projected) Bridge client population will benefit from this funding.

~Lobby/Seating Area: Create barriers, improve social distancing, and add outdoor seating. ~Barriers between Finance Department and therapist's cubicles to prevent cross-contamination among staff. ~Office space for direct service staff for client use. ~ Bridge Café: Place shields/barriers between seating and tables. •Purchase sanitizing/disinfecting products and PPE for general operations. PPE/Cleaning related to COVID-19 for sanitizing and screening professional to provide COVID-19 free safety with (70% allocated to general operations). **OUTCOME MEASUREMENTS IN TERMS OF BENEFIT TO CLIENTS:** •Temporary aerosol shields/barriers, specifically allocated to overall/general operations, will help protect all staff and clients of all of Bridge's unique programs and services. •Sanitizing/disinfecting and Personal Protective Equipment (PPE), specifically allocated to overall/general operations, will help protect all staff and clients of all of Bridge's unique programs and services.	

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, David Rebeck, as President/CEO of **BRIDGE COUNSELING ASSOCIATES, INC.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **BRIDGE COUNSELING ASSOCIATES, INC.**, for the **BRIDGE EMERGENCY NEEDS** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 16th day of October, 2020.

BRIDGE COUNSELING ASSOCIATES, INC.

By: _____

SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on October 16th, 2020
(Date)

by David Rebeck as President/CEO of Bridge Counseling Associates
(Name of Person) (Title)

_____
NOTARY PUBLIC

(SEAL)

MICHELLE JOY LABONNEY
Notary Public, State of Nevada
Appointment No. 08-5904-1
My Appt. Expires Oct 6, 2024

My Commission expires: 10/6/24

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO CARIDAD FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, CARIDAD ("Recipient") located at 2540 South Maryland Parkway, proposes to provide direct relief/homeless outreach services to a minimum of 300 participants per month during the project period; to provide food/nutritional support to 1,000 participants during the project period; and to provide income to 16 individuals experiencing the effects of homelessness through its Caridad COVID-19 Relief (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS ($1,500,000.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Basic Needs Assistance (BNA) Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either

to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 6th day of October, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: CARIDAD

Project Name: CARIDAD COVID-19 RELIEF

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 3,000.00
Computer related (software, hardware, internet, etc.)	$	$ 4,000.00
Utilities (Power, Gas, Telephone, etc.)	$	$ 10,000.00
Maintenance Supplies	$	$ 10,000.00
Staff Development	$	$ 2,000.00
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$1,059,000.00
Staff & Fringe necessary to provide services to clients	$	$ 157,000.00
PPE / Cleaning related to COVID-19	$	$ 5,000.00
Furniture/Fixtures and Equipment for client/participant space	$	$ 245,000.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$ 5,000.00
TOTAL PROJECT COST:	**$**	**$ 1,500,000.00**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

CARIDAD

CARIDAD COVID-19 RELIEF

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS ($1,500,000.00) in Coronavirus Relief Funds (the "Funds") to CARIDAD ("Recipient") to assist with operating and program expenses associated with its Basic Needs Assistance Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

- To increase access to essential resources for low-income and homeless communities by disbursing 300 care kits and bags of produce to 2,000 households per month.
    - Tasks: client outreach, harvesting, gathering essential resources, making care kits, needs assessments, program enrollment.
- To improve community health by seeing better health outcomes among 75% of program participants.
    - Tasks: client interviews, teaching new skills, providing new resources, teaching new coping strategies, providing work opportunities.
- To increase job skills for 100% of job reintegration program participants.
    - Tasks: harvesting, providing free produce, providing essential resources

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: CARIDAD

PROGRAM: CARIDAD COVID-19 RELIEF

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
To increase access to essential resources for low-income and homeless communities by disbursing 300 care kits and bags of produce to 2,000 households per month. Tasks: client outreach, harvesting, gathering essential resources, making care kits, needs assessments, program enrollment.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
To improve community health by seeing better health outcomes among 75% of program participants. Tasks: client interviews, teaching new skills, providing new resources, teaching new coping strategies, providing work opportunities.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

To increase job skills for 100% of job reintegration program participants. Tasks: harvesting, providing free produce, providing essential resources	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Merideth Spriggs, as Director of **CARIDAD**, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **CARIDAD**, for the **CARIDAD COVID-19 RELIEF** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 28th day of September, 2020.

CARIDAD

By: Merideth Spriggs
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on September 28th, 2020 2020
(Date)

by Merideth Spriggs as Director of
(Name of Person) (Title)

SANDRA E. GOMEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-24-2024
Certificate No: 12-7167-1

(SEAL)

Sandra E. Gomez
NOTARY PUBLIC

My Commission expires: 01/24/2024

AMENDED RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **CARIDAD** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

WHEREAS, **CARIDAD,** DUNS #080016612, ("Recipient") located at 2540 South Maryland #197 Parkway Las Vegas, NV 89109 proposes to direct relief/homeless outreach services to a minimum of 300 participants per month during the project period; to provide food/nutritional support to 1,000 participants during the project period; and to provide income to 16 individuals experiencing the effects of homelessness. through its CARES Basic Needs Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS ($1,500,000.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon

request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries: $1,000,000 each person;
$1,000,000 each occurrence;

Property Damage: $1,000,000 each person;
$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will

reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the

Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 22nd day of February, 2021.

By: _____
KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Merideth Spriggs, as Director of **CARIDAD**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to CARIDAD for the **CARES BASIC NEEDS ASSISTANCE PROGRAM**, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 2 day of December, 2020.

CARIDAD

By: Merideth Spriggs

SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on December 2, 2020 2020
(Date)

by Jessica L. Shoptaw as Notary of
(Name of Person) (Title)

(SEAL)
JESSICA L. SHOPTAW
Notary Public, State of Nevada
No. 19-2258-1
My Appt. Exp. Apr. 30, 2023

NOTARY PUBLIC

My Commission expires: April 30, 2023

EXHIBIT "A"

PROGRAM BUDGET
BNA Budget & Budget Justification

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: CARIDAD

Project Name: CARES Basic Needs Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 3,000.00
Computer related (software, hardware, internet, etc.)	$	$ 4,000.00
Utilities (Power, Gas, Telephone, etc.)	$	$ 10,000.00
Maintenance Supplies	$	$ 10,000.00
Staff Development	$	$ 2,000.00
Indirect Costs (10% De minimus allowable)	$	$ 59,000.00
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$1,000,000.00
Staff & Fringe necessary to provide services to clients	$	$ 157,000.00
PPE / Cleaning related to COVID-19	$	$ 5,000.00
Furniture/Fixtures and Equipment for client/participant space	$	$ 245,000.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$ 5,000.00
TOTAL PROJECT COST:	**$**	**$ 1,500,000.00**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

CARIDAD

CARES Basic Needs Assistance Program SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS ($1,500,000.00) in Coronavirus Relief Funds (the "Funds") to CARIDAD ("Recipient") to assist with operating and program expenses associated with its Community Ambassadors Program (the "Program").

2. During the Program year ending December 30, 2020, recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - To increase access to essential resources for low-income and homeless communities by disbursing 300 care kits and bags of produce to 2,000 households per month.
        - Tasks: client outreach, harvesting, gathering essential resources, making care kits, needs assessments, program enrollment.
    - To improve community health by seeing better health outcomes among 75% of program participants.
        - Tasks: client interviews, teaching new skills, providing new resources, teaching new coping strategies, providing work opportunities.
    - To increase job skills for 100% of job reintegration program participants.
        - Tasks: harvesting, providing free produce, providing essential resources

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **CARIDAD**

PROGRAM: CARES Basic Needs Assistance Program

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
To increase access to essential resources for low-income and homeless communities by disbursing 300 care kits and bags of produce to 2,000 households per month. Tasks: client outreach, harvesting, gathering essential resources, making care kits, needs assessments, program enrollment.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
To improve community health by seeing better health outcomes among 75% of program participants. Tasks: client interviews, teaching new skills, providing new resources, teaching new coping strategies, providing work opportunities.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO CARIDAD FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective January 11, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Caridad, ("Recipient").

WHEREAS, on October 6, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties

ENTERED INTO this 14 day of January, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: Meredeth Spriggs

Date: 1/14/21

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

AGREEMENT TO GRANT SUB-AWARD OF CORONAVIRUS RELIEF FUNDS BETWEEN CLARK COUNTY, NEVADA AND CITY OF BOULDER CITY

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF BOULDER CITY, a municipal corporation of the State of Nevada and the COUNTY OF CLARK, a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the "County"), the pass-through entity, was allocated $295 million in Coronavirus Relief Funds ("CRF" or "CRF Funds") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, on July 7, 2020, the Clark County Board of County Commissioners approved an allocation plan for the distribution of the CRF Funds to various municipalities located in Clark County; and

WHEREAS, the City of Boulder City (the "City" or Subrecipient"), possessing federal unique identifier DUNS #0608933757 was awarded CRF Funds in an amount not to exceed $1,508,373 ("Not to Exceed Amount"); and

WHEREAS, such distributions are to be administered by the Clark County Department of Finance; and

NOW, THEREFORE, the Parties agree as follows:

1. The City's proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. Prior to obligating or spending any CRF funding from the County as defined in paragraph 11, the City is required to submit a brief high-level plan, as set forth in Exhibit B, to Clark County Finance summarizing the process and criteria it will use for expending CRF Funds within its organization and/or allocating to any grantee. **Plans must be submitted to Clark County Finance prior to payment of any CRF Funds.**
3. To the extent actual qualified expenditures are less than the amount allocated to the City and/or if CRF Funds have not been used to cover necessary expenditures pursuant to this Agreement, the City agrees to return the balance of unspent CRF Funds to the County by December 4, 2020.

4. As a condition of this sub-award of CRF Funds, the City agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments, hereinafter Guidance. The City must review and become familiar with the Guidance.
5. Any CRF Funds expended by the City or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
6. The City and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF Funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the County, or designee and the City will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
7. The City will report monthly on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
8. The City understands that payment from the CRF Funds are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments to Subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the grantee(s) spend $750,000 or more in federal awards during their fiscal year.
9. The City agrees to provide evidence of financial accountability. The City shall submit to the County a copy of the City's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If the City submits a letter stating it expended less than $750,000 in Federal funds, the City shall provide a recent financial statement certified by an appropriate officer or employee of the City. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
10. The City understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

11. $1,168,829 of the award will be advanced immediately. The remaining amount of the award will be held until November 1, 2020 to assist in funding future medical surge costs, if necessary. In its sole discretion, the County reserves the right make any adjustments to the Not to Exceed Amount.
12. The City agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.
13. The City will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of , 2020.

CLARK COUNTY

By: _____
Jessica Colvin, Chief Financial Officer

Date: 7/30/20

CITY OF BOULDER CITY

By: _____
Alfonso Noyola, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Lisa Logsdon, Deputy District Attorney

By: _____
Steve Morris, City Attorney

Exhibit "B"

City of Boulder City

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. **Medical Expenses**

2. **Public Health Expenses**

3. **Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. $1,508,373**

4. **Expenses of actions to facilitate compliance with COVID-19 public health measures.**

5. **Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.**

6. **Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.**

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AGREEMENT TO GRANT SUB-AWARD OF CORONAVIRUS RELIEF FUNDS BETWEEN CLARK COUNTY, NEVADA AND CITY OF HENDERSON

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF HENDERSON, a municipal corporation of the State of Nevada and the COUNTY OF CLARK, a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the "County"), the pass-through entity, was allocated $295 million in Coronavirus Relief Funds ("CRF" or "CRF Funds") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, on July 7, 2020, the Clark County Board of County Commissioners approved an allocation plan for the distribution of the CRF Funds to various municipalities located in Clark County; and

WHEREAS, the City of Henderson (the "City" or Subrecipient"), possessing federal unique identifier (DUNS 025-942-165) was awarded CRF Funds in an amount not to exceed $29,599,078 ("Not to Exceed Amount"); and

WHEREAS, such distributions are to be administered by the Clark County Department of Finance; and

NOW, THEREFORE, the Parties agree as follows:

1. The City's proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. Prior to obligating or spending any CRF funding from the County as defined in paragraph 11, the City is required to submit a brief high-level plan, as set forth in Exhibit B, to Clark County Finance summarizing the process and criteria it will use for expending CRF Funds within its organization and/or allocating to any grantee. **Plans must be submitted to Clark County Finance prior to payment of any CRF Funds.**
3. To the extent actual qualified expenditures are less than the amount allocated to the City and/or if CRF Funds have not been used to cover necessary expenditures pursuant to this Agreement, the City agrees to return the balance of unspent CRF Funds to the County by December 4, 2020.

4. As a condition of this sub-award of CRF Funds, the City agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments, hereinafter Guidance. The City must review and become familiar with the Guidance.
5. Any CRF Funds expended by the City or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
6. The City and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF Funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the County, or designee and the City will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
7. The City will report monthly on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
8. The City understands that payment from the CRF Funds are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments to Subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the grantee(s) spend $750,000 or more in federal awards during their fiscal year.
9. The City agrees to provide evidence of financial accountability. The City shall submit to the County a copy of the City's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If the City submits a letter stating it expended less than $750,000 in Federal funds, the City shall provide a recent financial statement certified by an appropriate officer or employee of the City. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
10. The City understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

11. $22,936,133 of the award will be advanced immediately. The remaining amount of the award will be held until November 1, 2020 to assist in funding future medical surge costs, if necessary. In its sole discretion, the County reserves the right make any adjustments to the Not to Exceed Amount.
12. The City agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.
13. The City will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

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IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2020.

CLARK COUNTY

By: _____
Jessica Colvin, Chief Financial Officer

Date: 7/30/20

CITY OF HENDERSON

By: _____
Richard A. Derrick, City Manager/CEO

Date: 07/28/2020 | 7:38 AM PDT

Attest: _____

By: Sabrina Mercandante, MMC City Clerk

APPROVED AS TO FORM:

By: _____
Lisa Ogsdon, Deputy District Attorney

By: _____
City Attorney
Nicholas G. Vaskov

Approved as to fiscal impact:

By: _____
Jim McIntosh, Chief Financial Officer

DocuSign Envelope ID: 0D02DC8B-5302-4AFE-8027-3122893B7F4A

Exhibit "A"

Terms and Conditions

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Award Contact Information

Clark County Department of Finance
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155-1211
(702) 455-3543
Awarding Official: Chief Financial Officer

Eligible Costs

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were **incurred** during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are **necessary expenditures** incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
   a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
   b. The cost is for a **substantially different use** from any expected use of funds in such a line item, allotment, or allocation.
   c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions for term referenced above

"Incurred": A cost is "incurred" when the responsible unit of government has expended funds to cover the cost. For a cost to have been incurred, performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For further discussion of "incurred" see Treasury Guidance dated June 30, 2020.

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"Substantially different use": a cost incurred for a "substantially different use" includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
   - redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
   - redeploying police to support management and enforcement of stay-at-home orders;
   - diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

2. A public function does not become a **"substantially different use"** merely because it is provided from a different location or through a different manner. An example is:
   - developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

The City is charged with determining whether or not an expense is eligible based on the U.S. Treasury's Guidance. Specific documents can be referenced:

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
- Coronavirus Relief Fund Frequently Asked Questions

Eligible Cost Categories

The U.S. Department of Treasury has provided this non-exclusive list of examples of eligible expenses. This list continues to be updated by the U.S. Treasury and this list is subject to change based on any future Guidance. Eligible expenses include, but are not limited to:

1. **Medical expenses** such as:
   - COVID-19 related expenses of public hospitals, clinics and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response, including emergency medical transportation related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

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2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment (PPE) for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to COVID-19.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to the COVID-19 public health emergency.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to **facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 precautions.
- COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of **economic support** in connection with the COVID-19 public health emergency, such as:

- Grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency.
- Emergency financial assistance to individuals and families directly impacted by a loss of income.
- A local or tribal payroll support program.

- A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements).
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Expenses to **respond to secondary effects** of the current COVID-19 public health emergency including:

- Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
- Preparing a reserve of personal protective equipment or developing increased intensive care unit capacity to support a region not yet affected, but likely to be impacted by the current COVID-19 pandemic.
- Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience, except that expenses related to developing a long-term plan to reposition a CRF recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the CRF.
- Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment) if those costs were unbudgeted.
- Continuation of a lease on office space or equipment that would not have been renewed in order to respond to the public health emergency (costs associated with the ongoing lease payments through December 30, 2020)

7. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible Costs

Non-allowable expenditures include, but are not limited to:

1. Filling shortfalls in government revenue. Revenue replacement is NOT a permissible use of Fund payments.
2. Expenses for the state share of Medicaid.
3. Damages covered by insurance.
4. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
5. Expenses that have been or will be reimbursed under any other federal program (e.g. reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds).
6. Reimbursement to donors for donated items or services.
7. Workforce bonuses (other than hazard pay or overtime for employees who were substantially dedicated to responding/mitigating the COVID-19 public health emergency).

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8. Severance pay.
9. Legal settlements.
10. Assisting impacted property owners with payment of property taxes, unless this is necessary to prevent foreclosure. This necessity must be documented.
11. Replacement of government revenue due to unpaid utility fees.
12. Payroll or benefit expenses of private employees contracted to work for the local government entity, unless they are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
13. "Across the board" hazard pay for employees working during an emergency, for employees whose services are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
14. Prepayments on contracts using the Fund to the extent that doing so would not be consistent with ordinary course policies and procedures (e.g. pre-paying for one or two-year facility lease to house staff hired in response to COVID-19 public health emergency).
15. Per Treasury Guidance: "In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death…Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions." Please see the footnote on Page 3 of Treasury Guidance for full information on this provision.

Reporting and Close Out

A monthly reporting process will be required to monitor spending as it occurs, ensure documentation is adequate, and minimize compliance risk. The monthly report must be submitted using the "CRF Reporting Worksheet". The report must be submitted as an Excel spreadsheet, within ten (10) calendar days of the end of each month during the first two months of the quarter and within five (5) calendar days of the end of month during the last month of the quarter. These deadlines are subject to change based on reporting guidance issued by the U.S. Department of Treasury. The allocation will be closed out when the County determines that all applicable administrative actions and all required work has been completed.

Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the City and the County to return funds to the federal government. All funds that are distributed by the City must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says "I certify that I need access to the funds in this program due to the COVID-19 public health emergency.")

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Funds received from the CRF are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when subrecipients spend $750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the local government's obligations hereunder, the City agrees to propose and submit to the County a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the County. The City understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. The City agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the City. The City shall provide to the County periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement. Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

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Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The County may direct local government entities to retain documents for a longer period of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value.

Exhibit "B"

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. Medical Expenses
   $1,716,000

2. Public Health Expenses
   $3,165,111

3. Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
   $8,170,400

4. Expenses of actions to facilitate compliance with COVID-19 public health measures.
   $14,498,291

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
   $1,979,276

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.
   $70,000

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Certificate Of Completion

Envelope Id: 0D02DC8B53024AFE80273122893B7F4A
Subject: Signature Needed-CMTS# NA - Finance - DS - Clark County
Source Envelope:
Document Pages: 12 Signatures: 4
Certificate Pages: 3 Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Doris Steckel
PO Box 95050
Henderson, NV 89009-5050
Doris.Steckel@cityofhenderson.com
IP Address: 205.174.30.136

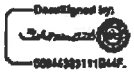
Record Tracking

Status: Original
7/27/2020 11:13:38 AM

Holder: Doris Steckel
Doris.Steckel@cityofhenderson.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jim McIntosh jim.mcintosh@cityofhenderson.com Chief Financial Officer City of Henderson Security Level: Email, Account Authentication (Optional)	DocuSigned by: [signature] Signature Adoption: Uploaded Signature Image Using IP Address: 205.174.30.136	Sent: 7/27/2020 11:30:36 AM Viewed: 7/27/2020 11:42:39 AM Signed: 7/27/2020 12:43:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Oh michael.oh@cityofhenderson.com Sr. Assistant City Attorney City of Henderson Security Level: Email, Account Authentication (Optional)	DS [signature] Signature Adoption: Pre-selected Style Using IP Address: 205.174.31.250	Sent: 7/27/2020 1:34:54 PM Viewed: 7/27/2020 1:36:22 PM Signed: 7/27/2020 1:36:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Nicholas G. Vaskov nicholas.vaskov@cityofhenderson.com City Attorney City of Henderson Security Level: Email, Account Authentication (Optional)	DocuSigned by: [signature] Signature Adoption: Uploaded Signature Image Using IP Address: 205.174.31.250	Sent: 7/27/2020 1:40:14 PM Viewed: 7/27/2020 4:14:30 PM Signed: 7/27/2020 4:14:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bristol S. Ellington for Bristol.ellington@cityofhenderson.com Deputy City Manager City of Henderson Security Level: Email, Account Authentication (Optional)	DocuSigned by: [signature] Signature Adoption: Uploaded Signature Image Using IP Address: 205.174.30.152	Sent: 7/27/2020 4:19:09 PM Viewed: 7/28/2020 7:37:50 AM Signed: 7/28/2020 7:38:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Sabrina Mercadante COH Sabrina.Mercadante@cityofhenderson.com City Clerk City of Henderson Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 205.174.31.250	Sent: 7/28/2020 8:01:53 AM Viewed: 7/28/2020 9:00:02 AM Signed: 7/28/2020 9:00:10 AM
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Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
FI_GATEKEEPER FI_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional)	VIEWED Using IP Address: 205.174.30.138	Sent: 7/27/2020 11:24:31 AM Viewed: 7/27/2020 11:28:31 AM Completed: 7/27/2020 11:30:36 AM
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CAO_Gatekeeper CAO_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional)	VIEWED Using IP Address: 205.174.31.250	Sent: 7/27/2020 1:38:40 PM Viewed: 7/27/2020 1:40:12 PM Completed: 7/27/2020 1:40:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CMO_Gatekeeper CMO_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional)	VIEWED Using IP Address: 205.174.30.152	Sent: 7/27/2020 4:14:44 PM Viewed: 7/27/2020 4:18:05 PM Completed: 7/27/2020 4:19:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CC_GATEKEEPER CC_GATEKEEPER@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional)	VIEWED Using IP Address: 205.174.30.198	Sent: 7/28/2020 7:38:02 AM Viewed: 7/28/2020 8:00:53 AM Completed: 7/28/2020 8:01:52 AM
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Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Doris Steckel Doris.Steckel@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/27/2020 11:24:30 AM Viewed: 7/27/2020 1:41:11 PM
Jim McIntosh Jim.McIntosh@cityofhenderson.com Chief Financial Officer City of Henderson Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/27/2020 11:24:31 AM
Brian Anderson brian.anderson@cityofhenderson.com Assistant City Attorney III City of Henderson Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/27/2020 1:34:55 PM Viewed: 7/27/2020 1:51:57 PM
CCO RECORDS ccorecords@cityofhenderson.com City of Henderson Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/28/2020 9:00:13 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/28/2020 9:00:13 AM
Certified Delivered	Security Checked	7/28/2020 9:00:13 AM
Signing Complete	Security Checked	7/28/2020 9:00:13 AM
Completed	Security Checked	7/28/2020 9:00:13 AM

Payment Events	Status	Timestamps

Vendor Claim Voucher
with
Clark County, Nevada

Date ~~August 3, 2020~~ July 30, 2020

Pay to City of Henderson
Address P.O. Box 95050
Henderson, NV

Vendor No 100987
Fund 2980.200
Cost Center 9990102000
Project No. Cities
Department

Line No.	ITEMS	Expense Class	Amount	Vendor Invoice No.
1	CARES Funding to COH	679020	$29,599,078	
2				
3				
4				
5				
6				
7	WIRE TRANSFER			
8				
9				
10				
		Total	$29,599,078.00	

I hereby certify that the above and foregoing claim against Clark County, State of Nevada, is just and reasonable, and that said claim is now due, owing and unpaid. This certificate need not be signed if a proper invoice is attached.

CLAIMANT

I certify that the foregoing claim is correct and just; that the articles specified have been received by the proper officials of the County, or the services stated have been performed; that they were necessary for and have been or will be applied to county purposes, and that to the best of my knowledge and belief the prices charged are reasonable and just.

By J. Cohn

Official Title

ALLOWED BY COMPTROLLER

FINANCE

BUDGET

AUDITING

PAID BY CHECK NO.

BATCH NO.

Doc# 3021013739

MEMORANDUM

Office of the County Comptroller

ANNA DANCHIK
Comptroller

TO: BANK OF AMERICA, NEVADA

FROM: ANNA DANCHIK, COMPTROLLER

SUBJECT: CORONAVIRUS RELIEF FUNDS SUBAWARD

DATE: August 3, 2020

Wire on August 3, 2020 Vendor # 100987

Following is the information required to complete the wire transfer to City of Henderson:

AMOUNT TRANSFERRED: $29,599,078.00

CLARK COUNTY ACCOUNT TO BE CHARGED: # 14232122

Transfer Made To:

Wells Fargo Bank of Nevada
ABA Routing # 121000248
ACCOUNT # 7780006365

I hereby certify that the information contained in this report is correct

J. Cohn

PRIMARY SIGNATURE
Comptroller's Office

I hereby certify that the cash is available to pay this settlement.

SECONDARY SIGNATURE
Treasurer's Office

C: Comptroller - Disbursements

Invoice Document # _____

Clearing Document # _____

Account Distribution

DEBIT
2980.200 9990102000 679020 Cities

CREDIT
7990.100 XXXXXXXXXX 102246

AGREEMENT TO GRANT SUB-AWARD OF CORONAVIRUS RELIEF FUNDS BETWEEN CLARK COUNTY, NEVADA AND CITY OF NORTH LAS VEGAS

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada and the COUNTY OF CLARK, a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the "County"), the pass-through entity, was allocated $295 million in Coronavirus Relief Funds ("CRF" or "CRF Funds") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, on July 7, 2020, the Clark County Board of County Commissioners approved an allocation plan for the distribution of the CRF Funds to various municipalities located in Clark County; and

WHERRAS, the City of North Las Vegas (the "City" or Subrecipient"), possessing federal unique identifier 075288985 was awarded CRF Funds in an amount not to exceed $23,790,984 ("Not to Exceed Amount"); and

WHEREAS, such distributions are to be administered by the Clark County Department of Finance; and

NOW, THEREFORE, the Parties agree as follows:

1. The City's proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. Prior to obligating or spending any CRF funding from the County as defined in paragraph 11, the City is required to submit a budget, as set forth in Exhibit B, to Clark County Finance. Budgets must be submitted to Clark County Finance prior to payment of any CRF Funds.
3. To the extent actual qualified expenditures are less than the amount allocated to the City and/or if CRF Funds have not been used to cover necessary expenditures pursuant to this Agreement, the City agrees to return the balance of unspent CRF Funds to the County by December 4, 2020.
4. As a condition of this sub-award of CRF Funds, the City agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act,

as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments, hereinafter Guidance. The City must review and become familiar with the Guidance.

5. Any CRF Funds expended by the City or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
6. The City and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF Funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the County, or designee and the City will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests in accordance with the record retention requirements outlined in Exhibit A.
7. in The City will report monthly on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
8. The City understands that payment from the CRF Funds are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments to Subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the grantee(s) spend $750,000 or more in federal awards during their fiscal year.
9. The City agrees to provide evidence of financial accountability. The City shall submit to the County a copy of the City's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If the City submits a letter stating it expended less than $750,000 in Federal funds, the City shall provide a recent financial statement certified by an appropriate officer or employee of the City. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
10. The City understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

11. $18,435,478 of the award will be advanced immediately. The remaining amount of the award will be held until November 1, 2020 to assist in funding future medical surge costs, if necessary. In its sole discretion, the County reserves the right make any adjustments to the Not to Exceed Amount.
12. The City agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.
13. The City will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

[Signature Page Below]

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 28th day of July, 2020.

CLARK COUNTY

By: _____
Jessica Colvin, Chief Financial Officer

Date: 7/30/20

CITY OF NORTH LAS VEGAS

By: _____
Ryann Juden, City Manager

Date: 7/28/2020

APPROVED AS TO FORM:

By: _____
Lisa Logsdon, Deputy District Attorney

By: _____
City Attorney

ATTEST:

_____
Catherine A. Raynor, MMC
City Clerk

Exhibit "A"

Terms and Conditions

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Award Contact Information

Clark County Department of Finance
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155-1211
(702) 455-3543
Awarding Official: Chief Financial Officer

Eligible Costs

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
   a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
   b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
   c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions for term referenced above

"Incurred": A cost is "incurred" when the responsible unit of government has expended funds to cover the cost. For a cost to have been incurred, performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For further discussion of "incurred" see Treasury Guidance dated June 30, 2020.

"Substantially different use": a cost incurred for a "substantially different use" includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
   - redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
   - redeploying police to support management and enforcement of stay-at-home orders;
   - diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

2. A public function does not become a **"substantially different use"** merely because it is provided from a different location or through a different manner. An example is:
   - developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

The City is charged with determining whether or not an expense is eligible based on the U.S. Treasury's Guidance. Specific documents can be referenced:

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
- Coronavirus Relief Fund Frequently Asked Questions

Eligible Cost Categories

The U.S. Department of Treasury has provided this non-exclusive list of examples of eligible expenses. This list continues to be updated by the U.S. Treasury and this list is subject to change based on any future Guidance. Eligible expenses include, but are not limited to:

1. **Medical expenses** such as:
   - COVID-19 related expenses of public hospitals, clinics and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response, including emergency medical transportation related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment (PPE) for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to COVID-19.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to the COVID-19 public health emergency.
- Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 precautions.
- COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency.
- Emergency financial assistance to individuals and families directly impacted by a loss of income.
- A local or tribal payroll support program.

- A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements).
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Expenses to respond to secondary effects of the current COVID-19 public health emergency including:
   - Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
   - Preparing a reserve of personal protective equipment or developing increased intensive care unit capacity to support a region not yet affected, but likely to be impacted by the current COVID-19 pandemic.
   - Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience, except that expenses related to developing a long-term plan to reposition a CRF recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the CRF.
   - Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment) if those costs were unbudgeted.
   - Continuation of a lease on office space or equipment that would not have been renewed in order to respond to the public health emergency (costs associated with the ongoing lease payments through December 30, 2020)

7. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible Costs

Non-allowable expenditures include, but are not limited to:

1. Filling shortfalls in government revenue. Revenue replacement is NOT a permissible use of Fund payments.
2. Expenses for the state share of Medicaid.
3. Damages covered by insurance.
4. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
5. Expenses that have been or will be reimbursed under any other federal program (e.g. reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds).
6. Reimbursement to donors for donated items or services.
7. Workforce bonuses (other than hazard pay or overtime for employees who were substantially dedicated to responding/mitigating the COVID-19 public health emergency).

8. Severance pay.
9. Legal settlements.
10. Assisting impacted property owners with payment of property taxes, unless this is necessary to prevent foreclosure. This necessity must be documented.
11. Replacement of government revenue due to unpaid utility fees.
12. Payroll or benefit expenses of private employees contracted to work for the local government entity, unless they are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
13. "Across the board" hazard pay for employees working during an emergency, for employees whose services are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
14. Prepayments on contracts using the Fund to the extent that doing so would not be consistent with ordinary course policies and procedures (e.g. pre-paying for one or two-year facility lease to house staff hired in response to COVID-19 public health emergency).
15. Per Treasury Guidance: "In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death…Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions." Please see the footnote on Page 3 of Treasury Guidance for full information on this provision.

Reporting and Close Out

A monthly reporting process will be required to monitor spending as it occurs, ensure documentation is adequate, and minimize compliance risk. The monthly report must be submitted using the "CRF Reporting Worksheet". The report must be submitted as an Excel spreadsheet, within ten (10) calendar days of the end of each month during the first two months of the quarter and within five (5) calendar days of the end of month during the last month of the quarter. These deadlines are subject to change based on reporting guidance issued by the U.S. Department of Treasury. The allocation will be closed out when the County determines that all applicable administrative actions and all required work has been completed.

Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the City and the County to return funds to the federal government. All funds that are distributed by the City must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says "I certify that I need access to the funds in this program due to the COVID-19 public health emergency.")

Funds received from the CRF are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when subrecipients spend $750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the local government's obligations hereunder, the City agrees to propose and submit to the County a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the County. The City understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. The City agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the City. The City shall provide to the County periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement. Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The County may direct local government entities to retain documents for a longer period of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value.

Exhibit "B"

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. Medical Expenses

2. Public Health Expenses

3. Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19 public health measures.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

[SEE ATTACHED EXHIBIT B]

City of North Las Vegas CRF Budget 7/27/20

Type	Initial Allocation Budget	November 1st Additional Allocation	Total
Medical Expenses	$ 200,000	$ -	$ 200,000
Testing	$ 200,000		$ 200,000
Public Health Expenses	$ 485,000	$ 615,000	$ 1,100,000
PPE for City Staff	$ 230,000	$ 400,000	$ 630,000
Deep cleaning/sanitizint of City facilities	$ 165,000	$ 215,000	$ 380,000
Communications	$ 90,000		$ 90,000
			$ -
Payroll Expenses	$ 1,401,000	2,849,984	$ 4,250,984
EOC and COVID-element payroll and benefits	$ 540,000	2,551,984	$ 3,091,984
COVID-related temporary staffing	$ 361,000	48,000	$ 409,000
COVID-related unemployment costs	$ 250,000	250,000	$ 500,000
COVID-related leave	$ 250,000		$ 250,000
COVID- related Compliance Expenses	$ 924,478	$ 1,615,522	$ 2,540,000
IT upgrades	$ 778,753	1,469,797	$ 2,248,550
Additional vehicle rentals		100,000	$ 100,000
Building and workspace conversions	$ 145,725	145,725	$ 291,450
Economic Support	$ 15,600,000	$ -	$ 15,600,000
Small Business Assistance Program	$ 8,500,000		$ 8,500,000
Nonprofit Grant Program	$ 680,000		$ 680,000
Broadband subsidy for students	$ 1,000,000		$ 1,000,000
Rent/Mortgage Assistance	$ 5,000,000		$ 5,000,000
Daycamp/Childcare subsidy	$ 420,000		$ 420,000
GRAND TOTALS	$ 18,610,478	$ 5,080,506	$ 23,790,984

AGREEMENT TO GRANT SUB-AWARD OF CORONAVIRUS RELIEF FUNDS BETWEEN CLARK COUNTY, NEVADA AND CITY OF MESQUITE

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF MESQUITE, a municipal corporation of the State of Nevada and the COUNTY OF CLARK, a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the "County"), the pass-through entity, was allocated $295 million in Coronavirus Relief Funds ("CRF" or "CRF Funds") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, on July 7, 2020, the Clark County Board of County Commissioners approved an allocation plan for the distribution of the CRF Funds to various municipalities located in Clark County; and

WHEREAS, the City of Mesquite (the "City" or Subrecipient"), possessing federal unique identifier #194534764 was awarded CRF Funds in an amount not to exceed $2,220,164 ("Not to Exceed Amount"); and

WHEREAS, such distributions are to be administered by the Clark County Department of Finance; and

NOW, THEREFORE, the Parties agree as follows:

1. The City's proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
    a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. Prior to obligating or spending any CRF funding from the County as defined in paragraph 11, the City is required to submit a brief high-level plan, as set forth in Exhibit B, to Clark County Finance summarizing the process and criteria it will use for expending CRF Funds within its organization and/or allocating to any grantee. **Plans must be submitted to Clark County Finance prior to payment of any CRF Funds.**
3. To the extent actual qualified expenditures are less than the amount allocated to the City and/or if CRF Funds have not been used to cover necessary expenditures pursuant to this Agreement, the City agrees to return the balance of unspent CRF Funds to the County by December 4, 2020.

4. As a condition of this sub-award of CRF Funds, the City agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments, hereinafter Guidance. The City must review and become familiar with the Guidance.
5. Any CRF Funds expended by the City or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
6. The City and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF Funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the County, or designee and the City will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
7. The City will report monthly on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
8. The City understands that payment from the CRF Funds are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments to Subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the grantee(s) spend $750,000 or more in federal awards during their fiscal year.
9. The City agrees to provide evidence of financial accountability. The City shall submit to the County a copy of the City's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If the City submits a letter stating it expended less than $750,000 in Federal funds, the City shall provide a recent financial statement certified by an appropriate officer or employee of the City. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
10. The City understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

11. $1,720,390 of the award will be advanced immediately. The remaining amount of the award will be held until November 1, 2020 to assist in funding future medical surge costs, if necessary. In its sole discretion, the County reserves the right make any adjustments to the Not to Exceed Amount.
12. The City agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.
13. The City will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this day of _____, 2020.

CLARK COUNTY

By: _____
Jessica Colvin, Chief Financial Officer

Date: 9/8/20

CITY OF MESQUITE

By: _____
Aaron Baker, City Manager

Date: 8/26/20

APPROVED AS TO FORM:

By: _____
Lisa Logsdon, Deputy District Attorney

By: _____
Robert Sweetin, City Attorney

Exhibit "A"

Terms and Conditions

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Award Contact Information

Clark County Department of Finance
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155-1211
(702) 455-3543
Awarding Official: Chief Financial Officer

Eligible Costs

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were **incurred** during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are **necessary expenditures** incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
   a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
   b. The cost is for a **substantially different use** from any expected use of funds in such a line item, allotment, or allocation.
   c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions for term referenced above

"**Incurred**": A cost is "incurred" when the responsible unit of government has expended funds to cover the cost. For a cost to have been incurred, performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For further discussion of "incurred" see Treasury Guidance dated June 30, 2020.

"Substantially different use": a cost incurred for a "substantially different use" includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
   - redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
   - redeploying police to support management and enforcement of stay-at-home orders;
   - diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

2. A public function does not become a **"substantially different use"** merely because it is provided from a different location or through a different manner. An example is:
   - developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

The City is charged with determining whether or not an expense is eligible based on the U.S. Treasury's Guidance. Specific documents can be referenced:

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
- Coronavirus Relief Fund Frequently Asked Questions

Eligible Cost Categories

The U.S. Department of Treasury has provided this non-exclusive list of examples of eligible expenses. This list continues to be updated by the U.S. Treasury and this list is subject to change based on any future Guidance. Eligible expenses include, but are not limited to:

1. **Medical expenses** such as:
   - COVID-19 related expenses of public hospitals, clinics and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response, including emergency medical transportation related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment (PPE) for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to COVID-19.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to the COVID-19 public health emergency.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions **to facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 precautions.
- COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of **economic support** in connection with the COVID-19 public health emergency, such as:

- Grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency.
- Emergency financial assistance to individuals and families directly impacted by a loss of income.
- A local or tribal payroll support program.

- A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements).
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Expenses to **respond to secondary effects** of the current COVID-19 public health emergency including:

- Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
- Preparing a reserve of personal protective equipment or developing increased intensive care unit capacity to support a region not yet affected, but likely to be impacted by the current COVID-19 pandemic.
- Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience, except that expenses related to developing a long-term plan to reposition a CRF recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the CRF.
- Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment) if those costs were unbudgeted.
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Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the City and the County to return funds to the federal government. All funds that are distributed by the City must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says "I certify that I need access to the funds in this program due to the COVID-19 public health emergency.")

Funds received from the CRF are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when subrecipients spend $750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the local government's obligations hereunder, the City agrees to propose and submit to the County a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the County. The City understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. The City agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the City. The City shall provide to the County periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement. Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The County may direct local government entities to retain documents for a longer period of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value.

Exhibit "B"

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. Medical Expenses

2. Public Health Expenses

3. Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19 public health measures.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Exhibit "B"

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. Medical Expenses
   a. Tranche 1: $63,308
   b. Tranche 2: None

2. Public Health Expenses
   a. Tranche 1: $50,000
   b. Tranche 2: None

3. Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
   a. Tranche 1: $527,749
   b. Tranche 2: None

4. Expenses of actions to facilitate compliance with COVID-19 public health measures.
   a. Tranche 1: $757,000
   b. Tranche 2: $425,000

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
   a. Tranche 1: $225,000
   b. Tranche 2: $75,000

6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.
   a. Tranche 1: None
   b. Tranche 2: None

FD-Le Attached

PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into as of the 20th day of March, 2020, by and between Clark County (hereinafter referred to as "the County") and Charleston Residential Services, LLC, a Nevada limited liability company, dba Crossroads of Southern Nevada (hereinafter referred to as "Cross Roads").

WITNESSETH, THAT:

WHEREAS, the onset of COVID-19 has led to an extreme and unanticipated increase in demand for hospital beds throughout Southern Nevada, causing the need for the County to locate suitable accommodations for post-acute COVID-19 patients; and

WHEREAS, Cross Roads has 11 such patient rooms immediately available with staff and support facilities sufficient to accommodate such patients;

NOW, THEREFORE, in consideration of the rent and the conditions, covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SERVICES AND USE**. Cross Roads hereby provides to the County, and the County hereby receives from Cross Roads upon and subject to the terms, provisions and conditions of this Agreement, the patient rooms and services described herein. The rooms shall be used for housing post-acute COVID-19 patients who have been medically cleared to leave the hospital setting. The rooms will be securely isolated. Upon admission a History & Physical will be collected. A psychiatric assessment and follow-up will be available as needed or requested. In addition, medication management, clinical services and case management will also be provided for each patient. A full service kitchen shall provide three meals a day.

2. **TERM AND TERMINATIONS**

2.1 **Term**. Due to the indeterminate nature of the COVID-19 outbreak this Agreement shall be on a simple month to month basis commencing on the date the first post-acute COVID-19 patient is brought to and occupiers a bed at Cross Roads. Each bed shall be billed when occupied and on a daily basis thereafter.

2.2 **Termination**. This Agreement shall terminate when the last Post-Acute COVID-19 patient is discharged from Cross Roads.

Notwithstanding the above, this Agreement may be terminated by either party with provision of 30-day written notice.

3. **RENT**

3.1 **Amount**. The County will pay Cross Roads $1,875 per patient per day based on single room occupancy, per patient cost will be reduced to $937.50 based on double occupancy for each patient provided a bed. The accumulated total of this daily Rent shall be billed monthly to the County by the 7th day of the month following services rendered. The monthly billed amount will be remitted by the County within 30 days of receipt.

4. **OBLIGATIONS AND INDEMNIFICATION**

4.1 **Discharge from Hospital to Cross Roads**. The County shall ensure each patient is discharged after being medically cleared to leave the hospital setting. Transportation will be provided in whatever way the County sees fit.

4.2 **Care for Patients at Cross Roads.** Cross Roads will provide rooms and beds for patients along with twenty-four hour nursing services. Discharge will be in accordance with medical guidelines provided by the County.

4.3 **Indemnification: County**. The County shall indemnify, pay, defend and hold harmless Cross Roads from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action of any kind or nature asserted against the Cross Roads foreseen or unforeseen, accrued or not yet accrued, arising from or in connection with the County's use of the rooms provided by Cross Roads. The County shall further indemnify, pay, defend and hold harmless Cross Roads from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action arising from any breach or default in performance of any obligation on the County's part to be performed under the terms of this Agreement, or arising from any negligence of the County or any of the County's employees, agents, invitees, or patients and from and against any action or proceeding brought thereon. In case of any such action or proceeding against Cross Roads, the County, upon notice from the Cross Roads, shall defend the same at the County's sole cost and expense by counsel reasonably satisfactory to the Cross Roads. Without limiting the generality of the foregoing, the County's obligations of indemnity hereunder shall extend to any hazardous material, substances or wastes which the County places, utilizes or suffers to exist on or about the bedrooms, except to the extent Cross Roads has agreed to provide storage or disposal services with respect to the same, and the claims, obligations or liabilities arise in part or in whole out of Cross Roads' provision (or failure to provide) such services. All of the County's obligations of indemnity hereunder shall survive the termination or expiration of the Term.

4.4 **Indemnification: Cross Roads.** Cross Roads shall indemnify, pay, defend, and hold harmless the County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action of any kind or nature asserted against the County foreseen or unforeseen, accrued or not yet accrued, arising from or in connection with the services performed or provided by the Cross Roads or from any omission or from any activity, work or things done, permitted or suffered by Cross Roads in or about the bedrooms being used. Cross Roads shall further indemnify, pay, defend and hold harmless the County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action arising from any breach or default in performance of any obligation on Cross Roads part to be performed under the terms of this Agreement, or arising from any negligence of Cross Roads or any of Cross Roads employees, agents, invitees, or patients and from and against any action or proceeding brought thereon. In case of any such action or proceeding against the County, Cross Roads, upon notice from the County, shall defend the same at the Cross Roads sole cost and expense by counsel reasonably satisfactory to the County. Without limiting the generality of the foregoing, Cross Roads' obligations of indemnity hereunder shall extend to any hazardous material, substances or wastes which Cross Roads placed, places, utilizes or suffers to exist on or about the bedrooms. All of Cross Roads' obligations of indemnity hereunder shall survive the termination or expiration of the Initial Term and the Renewal Term.

5. **NOTICE.** All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth in this section:

To Cross Roads at:
2121 W. Charleston Blvd.
Las Vegas, Nevada 89102
Attention: David Marlon

To the County at:
500 South Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89106
Attention: Kevin Schiller

6. **RELATIONSHIP OF THE PARTIES.** Cross Roads and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

7. **GOVERNING LAW.** The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

8. **SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **SUCCESSORS AND ASSIGNS.** The terms and conditions of the Agreement shall be binding on any successors and assigns of either party.

10. **HIPPA.** To the extent Cross Roads is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPPA"), Cross Road shall comply with all provisions of HIPPA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Cross Road shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

ENTIRE AGREEMENT. All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last indicated below

CROSS ROADS:

By: _____
Title: CEO

Date: 5·26·20 (resigned)

COUNTY:

By: _____
Title: ASSISTANT COUNTY MANAGER

Date: 3·31·2020 Effective 3·20·2020

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: May 7, 2020

DEPARTMENT: Social Services/Administrative Services

DEPARTMENT CONTACT NAME: Kevin Schiller

TELEPHONE NUMBER: 702-455-3523

CONSULTANT/AGENCY/SUPPLIER:
Charleston Residential Services, LLC dba Crossroads of Southern Nevada
CONTACT NAME AND TITLE:
David Marlon
PHONE, FAX AND EMAIL ADDRESS:
2121 West Charleston Blvd, Las Vegas, Nevada 89102

CONTRACT TITLE : Clark County Isolation Unit Agreement for COVID-19 Patients

ESTIMATED AWARD AMOUNT: $1,876,875.00

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)

TERM: Date of Award (Emergency Declaration) RENEWALS: Until Services are no longer Needed

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

The onset of COVID-19 has led to an extreme and unanticipated increase in demand for hospital beds throughout Southern Nevada, causing the need for the County to locate suitable accommodations for post-acute COVID-19 patients. Charleston Residential Services, LLC dba Crossroads of Southern Nevada has 11 such patient rooms immediately available with staff and support facilities sufficient to accommodate such patients. This shall include twenty-four hour nursing services.

Crossroads shall provide patient rooms and services. The rooms shall be used for housing post-acute COVID-19 patients who have been medically cleared to leave the hospital setting. The rooms will be securely isolated. Upon admission a History & Physical will be collected. A psychiatric assessment and follow-up will be available as needed or requested. In addition, medication management, clinical services and case management will also be provided for each patient. A full service kitchen shall provide three meals a day.

Due to the indeterminate nature of the COVID-19 outbreak the services shall be on a month to month basis commencing on the date the first post-acute COVID-19 patient is brought to and occupiers a bed at Crossroads. Each bed shall be billed when occupied and on a daily basis thereafter and services terminate when post-acute COVID-19 patient is discharged from Crossroads. The County will pay Crossroads $1,875 per patient per day based on single room occupancy, per patient cost will be reduced to $937.50 based on double occupancy for each patient provided a bed. The accumulated total of this daily Rent shall be billed monthly to the County by the 7th day of the month following services rendered. The monthly billed amount will be remitted by the County within 30 days of receipt.

This is in accordance with the Declaration of Emergency on March 15, 2020 issued by the Clark County Manager declaring a state of emergency as a result of a public health event COVID-19 and the impacts to hospitals emergency rooms, local government agencies, local businesses, residents and visitors.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Administrative Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE:
PURCHASING AND CONTRACTS (Manager)	APPROVAL DATE: May 7 2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 5-8 2020

Revised 11/9/2017

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☑ VBE	☐ DVBE	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 25

Corporate/Business Entity Name:	Charleston Residential Services LLC		
(Include d.b.a., if applicable)	Less Kids of Southern Nevada		
Street Address:	3121 W. Charleston Blvd	Website:	www.lesskidsofsonv.com
City, State and Zip Code:	Las Vegas, NV 89102	POC Name:	Kevin Moss
		Email:	kevin.m@lesskidsofsonv.com
Telephone No:	702/362-2246	Fax No:	702-598-0252
Nevada Local Street Address: (If different from above)	N/A	Website:	N/A
City, State and Zip Code:		Local Fax No:	
Local Telephone No:		Local POC Name:	
		Email:	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations must list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Gerald Bell	Partner/Owner	50%
Kelly Tyerson	Partner/Owner	50%
Maree Holdaas	Single Member Owner	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☑ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: [signature] Print Name: Kevin Moss

Title: CEO Date: 4/22/19

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
	N/A		

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

3-17-2021

Print Name
Authorized Department Representative

FISCAL DIRECTIVE NO. 6
ATTACHMENT C

JUSTIFICATION FOR COMPETITIVE BIDDING EXCEPTION

DATE:	12/16/20
DEPARTMENT:	Social Service
DEPARTMENT CONTACT NAME:	Martin Maliksi
TELEPHONE NUMBER:	702-455-0128
CONSULTANT/AGENCY/SUPPLIER:	Charleston Residential Services dba Crossroads of Southern Nevada
CONTACT NAME AND TITLE:	David Marlon
PHONE, FAX AND EMAIL ADDRESS:	2121 W. Charleston Blvd, Las Vegas, NV 89102
CONTRACT TITLE :	Clark County Isolation Unit Agreement for COVID-19 Patients
ESTIMATED AWARD AMOUNT:	$2,676,875.00 (Original amount awarded was $1,876,875.00) Additional amount requested : $800,000.

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)

TERM: Date of Award (Emergency Declaration)	RENEWALS: Until services are no longer needed.

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

The onset of COVID-19has led to an extreme and unanticipated increase in demand for hospital beds throughout Southern Nevada, causing the need for the County to locate suitable accommodations for post-acute COVID-19 patients. Charleston Residential Services, LLC dba Crossroads of Southern NV has 11 such patient rooms immediately available with staff and support facilities sufficient to accommodate such patients. This shall include twenty-four hour nursing services.

Crossroads shall provide patient rooms and services. The rooms shall be used for housing post-acute COVID-19 patients who have been medically cleared to leave the hospital setting. The rooms will be securely isolated. Upon admission, a History & Physical will be collected. A psychiatric assessment and follow-up will be available as needed or requested. In addition, medication management, clinical services and case management will also be provided for each patient. A full service kitchen shall provide three meals a day.

Due to the indeterminate nature of the COVID-19 outbreak the services shall be on a month to month basis commencing on the date the first acute post-acute COVID-19 patient is brought to and occupies a bed at Crossroads. Each bed shall be billed when occupied and on a daily basis thereafter and services terminate when post-acute COVID-19 patient is discharged from Crossroads. The County will pay Crossroads $1,875 per patient per patient per day based on single room occupancy, per patient cost will be reduced to $937.50 based on double occupancy for each patient provided a bed. The accumulated total of this daily Rent shall be billed monthly to the County by the 7th day of each month following services rendered. The monthly billed amount will be remitted by the County within 30 days of receipt.

This is in accordance with the Declaration of Emergency on March 15, 2020 Issued by the Clark County Manager declaring a state of emergency as a result of a public health event COVID-19 and the impacts to hospitals, emergency rooms, local government agencies, local businesses, residents and visitors.

The Administrative staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE: 12-24-2020
PURCHASING MANAGER	APPROVAL DATE: 12.29.2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 12-29-2020

PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into as of the 23rd day of April 2020, by and between Clark County (hereinafter referred to as "the County") and Southern Nevada Joint Management and Culinary and Bartenders Training Fund, doing business as Culinary Academy of Las Vegas (hereinafter referred to as "the Culinary Academy").

WITNESSETH:

WHEREAS, the onset of COVID-19 public health pandemic resulted in nearly all Las Vegas hospitality workers being laid off or furloughed in less than one month, necessitating the creation by the Culinary Academy in conjunction with local unions of an emergency community food assistance program entitled "The Helping Hand", and designed to meet the emergency food needs of more than 60,000 local union bargaining unit members and their families via drive-through pick up and home delivery as needed

WHEREAS, the Culinary Academy currently operates a facility which can provide primary and secondary food preparation to include a distribution facility supporting access and provision of food services to a vulnerable population and those in need;

NOW, THEREFORE, in consideration of the conditions, covenants and terms contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SERVICES AND USE** The Culinary Academy hereby agrees to provide, and the County hereby agrees to compensate the Culinary Academy upon and subject to the terms, provisions and conditions of this Agreement, emergency food preparation and distribution services described herein. The services shall be utilized for the population of the Culinary Union Local 226 (Culinary Union) and Bartenders Union Local 165 (Bartenders Union) bargaining unit membership (Bargaining Unit Members) currently unemployed due to the COVID-19 pandemic.

Services include:

a. Meal Preparation. The Culinary Academy and its partners shall follow the established guidelines as outlined by the National Restaurant Association ServSafe Program and hazardous Analysis Critical Control Point (HACCP) process.

b. Food Responsibility. The Culinary Academy will assume all responsibility for the safety and handling of the prepared food immediately upon receipt of the food by the Culinary Academy.

c. Requirement for Food Safety Inspection. In general, the Culinary Academy and its partners will maintain standards of food safety as outlined by Southern Nevada Health District (SNHD) in pursuant to Nevada Revised Statues (NRS) Chapter 439, regarding food establishments as per NRS 446.940(2).

d. Transportation of Food and Receipt of Services. Any catered services will be provided in accordance with this agreement. Meals will be transported pursuant to Southern Nevada

Health District Regulation 12-303, 12-303.11, 12-303.12, and 12-303-13. Food shall be transported by the Culinary Academy and/or its partners in a clean delivery vehicle and in NSF approved hot/cold food containers. Hot foods shall be at and maintain temperatures at 135 degrees Fahrenheit or above and cold foods shall be at and maintain a temperature of 41 degrees Fahrenheit or below while food is in vehicle awaiting transport, and during transportation to final destination.

2. TERM AND TERMINATIONS

2.1 Term. Due to the indeterminate nature of the COVID-19 outbreak, the term of this Agreement shall run on a month to month basis, commencing upon execution of the agreement for a period of up to six months. This agreement may be amended at any time to address required language to address alternative funding availability to include but not limited to the Federal Emergency Management Association (FEMA) or United Stated Department of Agriculture (USDA), or as otherwise provided below.

2.2 Termination. This Agreement shall terminate when the County determines that the services of the Culinary Academy are no longer necessary as a result of the COVID-19 pandemic and subsequent lack of employment for existing members. The County will give the Culinary Academy30days' notice of such termination.
Notwithstanding the above, this Agreement may be terminated by either party for any reason after the first 60 days of the contract with provision of 30-day written notice.

3. PAYMENT

3.1 Amount. The County will pay the Culinary Academy $478,889.00 per month based on food provision of approximately 20,000 meals to residents/Bargaining Unit Members per month (with an average household size of 4, thus, approximately 5,000 households served each month). The initial payment, which will be due upon execution, will be for the first 60 days of the contract in the amount of $957,778.00, and subsequent monthly billing will be remitted by the County prior to services being provided for the next month. Each invoice will include itemization of client data, meals and expenses including supporting documentation for the period previously billed and an estimation of such data for the next month's period of billing. Failure to provide such supporting documentation may result in early termination.

4. OBLIGATIONS AND INDEMNIFICATION

4.1 Indemnification: Culinary Academy. The Culinary Academy shall indemnify, pay, defend, and hold harmless the County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action of any kind or nature asserted against the County foreseen or unforeseen, accrued or not yet accrued, arising from or in connection with any breach or default in performance of any obligation on the Culinary Academy part to be performed under the terms of this Agreement, or arising from any negligence of the Culinary Academy or any of the Culinary Academy employees, agents, invitees, or patients and from and against any action or proceeding brought thereon. In case of any such action or proceeding

against the County, the Culinary Academy, upon notice from the County, shall defend the same at the Culinary Academy's sole cost and expense by counsel reasonably satisfactory to the County, and the County's indication of acceptance of counsel shall not be unreasonably or untimely withheld.. All of the Culinary Academy' obligations of indemnity hereunder shall survive the termination or expiration of the Initial Term.

4.2 Insurance Requirements: Culinary Academy.

4.2.1 Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries: $1,000,000 each person;

$1,000,000 each occurrence;

Property Damage: $1,000,000 each person;

$1,000,000 each occurrence; and

A separate copy of the additional insured endorsement must be provided. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. Auto insurance must specify any auto. In lieu of any auto, a combination of "scheduled", "hired", and "non-owned" autos is acceptable.

4.2.2 Culinary Academy shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

4.2.3 Culinary Academy shall carry Commercial General Liability in the amount of

$1,000,000. A separate copy of the additional insured endorsement is required, and the policy must contain a primary and non-contributory clause as well as a waiver of subrogation endorsement. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate of Insurance and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. The General Liability Aggregate must be applied on a "Per Project" basis. Both the NAIC numbers and AM Best Key Ratings of all insurance carriers shall be fully disclosed and present on the certificate.

4.2.4 Culinary Academy shall carry Workers' Compensation insurance issued by an insured qualified to underwrite workers' compensation insurance in the State of Nevada.

4.2.5 Culinary Academy shall carry Professional Liability insurance in the amount of $1,000,000.

4.2.6 Culinary Academy shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

5. NOTICE. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To Culinary Academy at: 710 W. Lake Mead
North Las Vegas, Nevada 89030
Attention: Mark Scott

To the County at: 500 S. Grand Central Parkway
P.O. Box 551111
Las Vegas, Nevada 89155-1111
Attention: Kevin Schiller

6. NO REMUNERATION; NO CONFLICTS OF INTEREST. Both parties represent, certify and warrant that neither has offered or given or been solicited in any manner to offer or give, and shall not offer or give, any compensation, discount, rebate, gift, or remuneration of any kind, directly or indirectly, to any past or present Culinary Academy or County trustee, officer, employee, consultant, attorney, third party administrator or other agent or representative of Culinary Academy or County or either of Culinary Union or Bartenders Union in connection with any other matter relating to this Agreement. Furthermore, both parties represent, certify and warrant that neither has any interest and will not acquire any interest, direct or indirect, including but not limited to any ownership or other financial interest, contract, arrangement or understanding for any remuneration or thing of value with any other service provider to the Culinary Academy or County (except what is disclosed in writing and preapproved by the parties), that may conflict or reasonably appear to conflict with the full, faithful, and honest performance of this Agreement. Each party agrees to fully and promptly disclose in writing to the other party any interest which may appear to be or give rise to a conflict of interest or otherwise to appear to impair the full, faithful and honest performance of the Agreement.

7. RELATIONSHIP OF THE PARTIES. The Culinary Academy and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any

relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

8. **GOVERNING LAW**. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

9. **SEVERABILITY**. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

10. **SUCCESSORS AND ASSIGNS**. The Culinary Academy may not assign or delegate any of its rights, interests, or duties under this agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

11. **ENTIRE AGREEMENT**. All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last indicated below

THE CULINARY ACADEMY:

By: _____
Title: CEO Mark S. Sweet
Date: April 30, 2020

CLARK COUNTY:

By: _____
Title: Kevin Schiller, Asst. County Manager
Date: APRIL 30, 2020

AMENDMENT AGREEMENT

THIS Amendment Agreement, dated as of November 1, 2020, by and between Clark County (hereinafter referred to as "the County") and Southern Nevada Joint Management and Culinary and Bartenders Training Fund, doing business as Culinary Academy of Las Vegas (hereinafter referred to as "the Culinary Academy"). To the extent set forth herein, this Amendment Agreement modifies and amends the emergency food preparation and distribution services described below.

WHEREAS, the onset of COVID-19 public health pandemic resulted in nearly all Las Vegas hospitality workers being laid off or furloughed in less than one month, necessitating the creation by the Culinary Academy in conjunction with local unions of an emergency community food assistance program entitled "The Helping Hand", and designed to meet the emergency food needs of more than 60,000 local union bargaining unit members and their families via drive-through pick up and home delivery as needed

WHEREAS, the Culinary Academy currently operates a facility which can provide primary and secondary food preparation to include a distribution facility supporting access and provision of food services to a vulnerable population and those in need;

NOW, THEREFORE, in consideration of the conditions, covenants and terms contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SERVICES AND USE** The Culinary Academy hereby agrees to provide, and the County hereby agrees to compensate the Culinary Academy upon and subject to the terms, provisions and conditions of this Agreement, emergency food preparation and distribution services described herein. The services shall be utilized for the population of the Culinary Union Local 226 (Culinary Union) and Bartenders Union Local 165 (Bartenders Union) bargaining unit membership (Bargaining Unit Members) currently unemployed due to the COVID-19 pandemic.

Services include:

a. Meal Preparation. The Culinary Academy and its partners shall follow the established guidelines as outlined by the National Restaurant Association ServSafe Program and hazardous Analysis Critical Control Point (HACCP) process.

b. Food Responsibility. The Culinary Academy will assume all responsibility for the safety and handling of the prepared food immediately upon receipt of the food by the Culinary Academy.

c. Requirement for Food Safety Inspection. In general, the Culinary Academy and its partners will maintain standards of food safety as outlined by Southern Nevada Health District (SNHD) in pursuant to Nevada Revised Statues (NRS) Chapter 439, regarding food establishments as per NRS 446.940(2).

d. Transportation of Food and Receipt of Services. Any catered services will be provided in accordance with this agreement. Meals will be transported pursuant to Southern Nevada Health District Regulation 12-303, 12-303.11, 12-303.12, and 12-303-13. Food shall be

transported by the Culinary Academy and/or its partners in a clean delivery vehicle and in NSF approved hot/cold food containers. Hot foods shall be at and maintain temperatures at 135 degrees Fahrenheit or above and cold foods shall be at and maintain a temperature of 41 degrees Fahrenheit or below while food is in vehicle awaiting transport, and during transportation to final destination.

2. TERM AND TERMINATIONS

2.1 **Term**. Due to the indeterminate nature of the COVID-19 outbreak, the term of this Agreement shall run on a month to month basis, commencing upon execution of the agreement for a period of up to two (2) months, **beginning November 1st, 2020** and ending on **December 31, 2020**. This agreement may be amended at any time to address required language to address alternative funding availability to include but not limited to the Federal Emergency Management Association (FEMA) or United Stated Department of Agriculture (USDA), or as otherwise provided below.

2.2 **Termination**. This Agreement shall terminate when the County determines that the services of the Culinary Academy are no longer necessary as a result of the COVID-19 pandemic and subsequent lack of employment for existing members. The County will give the Culinary Academy 30 days' notice of such termination. Notwithstanding the above, this Agreement may be terminated by either party for any reason after the first 30 days of the contract with provision of a written notice.

3. PAYMENT

3.1 **Amount**. The County will pay the Culinary Academy **$478,889.00** per month based on food provision of approximately **20,000** meals to residents/Bargaining Unit Members per month (with an average household size of 4, thus, approximately 5,000 households served each month). Payment will be due to the Culinary Academy 15 days after an invoice and supporting data is provided to the County. The total contract amount is for **$957,778.00**. Each invoice will include itemization of client data, meals and expenses including supporting documentation for the period previously billed and an estimation of such data for the next month's period of billing. Failure to provide such supporting documentation may result in early termination.

4. OBLIGATIONS AND INDEMNIFICATION

4.1 **Indemnification: Culinary Academy**. The Culinary Academy shall indemnify, pay, defend, and hold harmless the County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims and causes of action of any kind or nature asserted against the County foreseen or unforeseen, accrued or not yet accrued, arising from or in connection with any breach or default in performance of any obligation on the Culinary Academy part to be performed under the terms of this Agreement, or arising from any negligence of the Culinary Academy or any of the Culinary Academy employees, agents, invitees, or patients and from and against any action or proceeding brought thereon. In case of any such action or proceeding against the County, the Culinary Academy, upon notice from the County, shall defend the same at the Culinary

Academy's sole cost and expense by counsel reasonably satisfactory to the County, and the County's indication of acceptance of counsel shall not be unreasonably or untimely withheld.. All of the Culinary Academy' obligations of indemnity hereunder shall survive the termination or expiration of the Initial Term.

4.2 **Insurance Requirements: Culinary Academy.**

4.2.1 Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person;
	$1,000,000 each occurrence;
Property Damage:	$1,000,000 each person;
	$1,000,000 each occurrence; and

A separate copy of the additional insured endorsement must be provided. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. Auto insurance must specify any auto. In lieu of any auto, a combination of "scheduled", "hired", and "non-owned" autos is acceptable.

4.2.2 Culinary Academy shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

4.2.3 Culinary Academy shall carry Commercial General Liability in the amount of $1,000,000. A separate copy of the additional insured endorsement is required, and the policy must contain a primary and non-contributory clause as well as a waiver of subrogation endorsement. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate of Insurance and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. The General Liability Aggregate must be applied on a "Per Project" basis. Both the NAIC numbers and AM Best Key Ratings of all insurance carriers shall be fully disclosed and present on the certificate.

4.2.4 Culinary Academy shall carry Workers' Compensation insurance issued by an insured qualified to underwrite workers' compensation insurance in the State of Nevada.

4.2.5 Culinary Academy shall carry Professional Liability insurance in the amount of $1,000,000.

4.2.6 Culinary Academy shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective.

The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Agreement. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

5. **NOTICE**. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To Culinary Academy at: 710 W. Lake Mead
North Las Vegas, Nevada 89030
Attention: Mark Scott

To the County at: 500 S. Grand Central Parkway
P.O. Box 551111
Las Vegas, Nevada 89155-1111
Attention: Kevin Schiller

6. **NO REMUNERATION; NO CONFLICTS OF INTEREST**. Both parties represent, certify and warrant that neither has offered or given or been solicited in any manner to offer or give, and shall not offer or give, any compensation, discount, rebate, gift, or remuneration of any kind, directly or indirectly, to any past or present Culinary Academy or County trustee, officer, employee, consultant, attorney, third party administrator or other agent or representative of Culinary Academy or County or either of Culinary Union or Bartenders Union in connection with any other matter relating to this Agreement. Furthermore, both parties represent, certify and warrant that neither has any interest and will not acquire any interest, direct or indirect, including but not limited to any ownership or other financial interest, contract, arrangement or understanding for any remuneration or thing of value with any other service provider to the Culinary Academy or County (except what is disclosed in writing and preapproved by the parties), that may conflict or reasonably appear to conflict with the full, faithful, and honest performance of this Agreement. Each party agrees to fully and promptly disclose in writing to the other party any interest which may appear to be or give rise to a conflict of interest or otherwise to appear to impair the full, faithful and honest performance of the Agreement.

7. **RELATIONSHIP OF THE PARTIES**. The Culinary Academy and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

8. **GOVERNING LAW.** The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

9. **SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

10. **SUCCESSORS AND ASSIGNS.** The Culinary Academy may not assign or delegate any of its rights, interests, or duties under this agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

11. **ENTIRE AGREEMENT.** All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last indicated below

THE CULINARY ACADEMY:

By: _____
Title: Mark J. Scott, MBA, PH.D.
Chief Executive Officer

Date: Dec 9, 2020

CLARK COUNTY:

By: _____
Title: Kevin Schiller
Assistant County Manager

Date: 12-9-2020

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST
DBA THE CULINARY ACADEMY OF LAS VEGAS FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS ("Recipient") located at 710 W Lake Mead Blvd, Las Vegas, NV 89030, proposes to provide for the emergency food needs of more than 60,000 hospitality workers and their families via drive-through pick up and home delivery as needed through its Community Food Response (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide THREE MILLION TWO HUNDRED NINTY-SIX THOUSAND SEVEN HUNDRED FORTY-FOUR AND NO/100TH DOLLARS ($3,296,744.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Basic Needs Assistance (BNA) Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto

and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 6th day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS

Project Name: **Community Food Response**

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$	$ 996,604.00
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 220,667.00
Computer related (software, hardware, internet, etc.)	$	$ 5,000.00
Utilities	$	$ 11,750.00
Maintenance Supplies	$	$ 22,180.00
Office Supplies & Postage	$	$ 2,850.00
Advertising		$ 5,000.00
Local Travel	$	$ 13,500.00
Staff Development	$	$ 22,000.00
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$1,015,000.00
Food Delivery for Seniors and Disabled (minimum req. $100,000)	$	$362,500.00
Capital Improvements necessary for COVID-19 Response (min. req. $500,000)	$	$100,000.00
Staff & Fringe necessary to provide services to clients	$	$ 194,693.00
Office Space for Direct Service staff or for client use	$	$ 237,500.00
Utilities (Power, Gas, Telephone, etc)		$ 12,500.00
PPE / Cleaning related to COVID-19	$	$ 7,500.00
Furniture/Fixtures and Equipment for client/participant space	$	$ 12,000.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$ 8,500.00
Other: Computer rental/lease for COVID19 safety training and VR training	$	$ 47,000.00
TOTAL PROJECT COST:	**$**	**$ 3,296,744.00**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS

COMMUNITY FOOD RESPONSE

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide THREE MILLION TWO HUNDRED NINTY-SIX THOUSAND SEVEN HUNDRED FORTY-FOUR AND NO/100TH DOLLARS ($3,296,744.00) in Coronavirus Relief Funds (the "Funds") to SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS ("Recipient") to assist with operating and program expenses associated with its Basic Needs Assistance Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - Through our Community Food Response drive-thru and grocery delivery, CALV, working with our partners, the Just One Project and Kaptyn Nevada, will provide immediate assistant to individuals and families affected by the COVID19 pandemic to ensure access to 40 pound bags of nutritious food, alleviating food insecurities for Southern Nevada residents. A minimum of 15,000 bags of nutritious food will be distributed monthly. Each bag contains enough food for a family of four. A minimum of 300,000 people will benefit from this program.

        - A minimum of 25,00,000 hot meals will be delivered for those living with food insecurities specifically to seniors centers, disabled individuals and the homeless. (5,000 a month).

        - An additional 15,000 Southern Nevadans living with food insecurities will be provided with food through our partnership with the Just One Project and the Mobile Food Pantry. (3,000 a month) Prevent evictions that would occur as a result of the COVID-19 Pandemic.

    - 2500 (500 each month) small business employees will receive COVID19 training and will feel secure in returning to work and have the knowledge to make sure they know how to protect their own health and community.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: **Year: 2020**

AGENCY: SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS

PROGRAM: BASIC NEEDS ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Through our Community Food Response drive-thru and grocery delivery, CALV, working with our partners, the Just One Project and Kaptyn Nevada, will provide immediate assistant to individuals and families affected by the COVID19 pandemic to ensure access to 40 pound bags of nutritious food, alleviating food insecurities for Southern Nevada residents. A minimum of 15,000 bags of nutritious food will be distributed monthly. Each bag contains enough food for a family of four. A minimum of 300,000 people will benefit from this program. A minimum of 25,00,000 hot meals will be delivered for those living with food insecurities specifically to seniors centers, disabled individuals and the homeless. (5,000 a month).	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

An additional 15,000 Southern Nevadans living with food insecurities will be provided with food through our partnership with the Just One Project and the Mobile Food Pantry. (3,000 a month) Prevent evictions that would occur as a result of the COVID-19 Pandemic.		
2500 (500 each month) small business employees will receive COVID19 training and will feel secure in returning to work and have the knowledge to make sure they know how to protect their own health and community.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Mark J. Scott, as Chief Executive Officer of SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS, for the Community Food Response program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 2nd day of October, 2020.

SOUTHERN NEVADA JOINT MANAGEMENT AND CULINARY BARTENDERS TRAINING TRUST DBA THE CULINARY ACADEMY OF LAS VEGAS

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on October 2nd, 2020
(Date)

by Mark J. Scott as Chief Executive Officer of
(Name of Person) (Title)

(SEAL) JEROD PEREZ Notary Public, State of Nevada Appointment No. 17-3175-1 My Appt. Expires Aug 31, 2021

_____
NOTARY PUBLIC

My Commission expires: Aug 31, 2021

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **DESERT REIGN INC.** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **DESERT REIGN, INC.** ("Recipient") located at PO BOX 231113 LAS VEGAS, NV 89105, proposes to provide Full-day program for school aged children with individual instruction for academics, sports and nutritional activities through its **DR EDUCATIONAL PROGRAM** (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION, ONE HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100TH DOLLARS ($1,145,560) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the DR EDUCATIONAL PROGRAM, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or

injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 6th day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Desert Reign, Inc.
Project Name: DR Educational Program

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$ 9,600	$ 3,600
Furniture/Fixtures and Equipment	$ 217,200	$ 81,450
Computer related (software, hardware, internet, etc.) leasing only	$ 8,400	$ 3,150
Utilities (Power, Gas, Telephone, etc.)	$ 48,000	$ 18,000
Maintenance Supplies	$ 31,800	$ 11,925
Office Supplies & Postage	$ 3,600	$ 1,350
Liability Insurance/Fidelity Bond*	$ 2,500	$ 937
Indirect Costs (10% De minimus allowable)	$ 192,630	$ 192,630
DIRECT SERVICES TO COUNTY RESIDENTS		
Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$ 582,400	$ 201,600
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Child Care Services / Assistance (min. req. $100,000)	$ 175,000	$ 175,000
Staff & Fringe necessary to provide services to clients	$ 562,720	$ 209,520
Office Space for Direct Service staff or for client use	$ 168,000	$ 63,000
Furniture/Fixtures and Equipment for client/participant space	$ 176,598	$ 176,598
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 6,800	$ 6,800
TOTAL PROJECT COST:	**$ 2,181,248**	**$ 1,145,560**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

BNA Request is 52% **of Total *Program* Budget**
(Application request divided by total project budget)

Total Agency Budget is $ 2,185,248

BNA Request is 48% **of Total *Agency* Budget**
(Application request divided by total agency budget)

EXHIBIT "B"

DESERT REIGN INC.

DR EDUCATIONAL PROGRAM

SCOPE OF SERVICES

CARES Act BNA Grant

1. The County will provide ONE MILLION, ONE HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100TH DOLLARS AND NO/100TH DOLLARS ($1,145,560) in CARES Act Coronavirus Relief Funds (the "Funds") to DR EDUCATIONAL PROGRAM to Recipient to assist with the operational costs for the (the "Program").

2. During the program year ending December 30, 2020, recipient will provide a full-day program for school aged children who will receive individual instruction in the following academic areas: reading, writing, mathematics, technology, drama, arts and guest presentations. Program also includes Sports and Nutrition component that teaches students the importance of living a healthy and active lifestyle through daily physical activity and proper eating habits. Program will also include breakfast, lunch and snacks for 70 students a day.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 70 school aged children 5 days a week at two locations with education and physical fitness activities in response to the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **DESERT REIGN, INC.**

PROGRAM: **DR EDUCATIONAL PROGRAM**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide: Children who participate will gain a better understanding of subjects taught with long distance learning. It is expected that these children will maintain or excel at their grade levels due to the assistance provided.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Provide: Increased understanding of how physical activity creates a healthier body and mind, which can result in increased learning and improving behavior. Regular physical activity reduces the risk for any diseases, helps control weight, and strengthens muscles, bones and joints. A Fitness Assessment following the guidelines at FITNESSGRAM. This health-related tool provides a snapshot of each participant's health.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Bjørn Berg, as Director of **DESERT REIGN, INC.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **DESERT REIGN, INC.**, for the DR Educational program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 29th day of September, 2020.

DESERT REIGN, INC.

By: Bjørn Berg
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This Instrument was acknowledged before me on 9/29/2020 (Date) 2020

by Bjorn Berg (Name of Person) as Director (Title) of

MELANIE FRANK
Notary Public - State of Nevada
County of Clark
APPT. NO. 13-11095-1
My App. Expires May 16, 2021
(SEAL)

NOTARY PUBLIC

My Commission expires: 05/16/2021

FIRST AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO DESERT REIGN INC. FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective Jan 13, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Desert Reign, Inc., ("Recipient").

WHEREAS, on October 6, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: Björn Berg

Date: 1/13/21

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

Scanned with CamScanner

AMENDED RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

WHEREAS, **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY,** DUNS # 139405856, ("Recipient") located at 330 W. Washington Ave. Ste. 101, Las Vegas, NV 89106, proposes to provide Supplemental Food Delivery for Seniors and Disabled, child care services, and Covid safety measures to existing facilities, to families affected by Covid through its CARES Basic Needs Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS ($740,275) in CARES Act Coronavirus Relief Funds (the

"Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;

Property Damage: $1,000,000 each person;
$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for

himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 22nd day of February, 2021.

By: _____
KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, LAWRENCE E BEASLEY, as COO of **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** for the **CARES BASIC NEEDS ASSISTANCE PROGRAM**, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 27th day of OCTOBER, 2020.

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
By: _____

SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on October 27, 20 (Date) Dtt, 2020

by LAWRENCE E. BEASLEY (Name of Person) as Chief Operating Officer (Title) of

(SEAL)

DOMINIQUE HAYES
Notary Public-State of Nevada
APPT. NO. 16-1418-1
My Appt. Expires 01-19-2024

NOTARY PUBLIC

My Commission expires: 01-19-2024

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

Project Name: CARES Basic Needs Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe Admin	$ 96,989	$ 96,989
Professional Services	$ 30,000	$ 30,000
Rent/Insurance of Facility	$ 1,496	
Computer related (software, hardware, internet, etc.- Leasing only)	$ 1,500	$ 1,500
Utilities	$ 3,000	$ 3,000
Office Supplies & Postage	$ 3,500	$ 2,000
Local Travel	$ 3,091	$ 3,091
Liability Insurance/Fidelity Bond	$ 4,000	$ 2,000
Admin Costs	$ 15,000	$ 5,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Delivery for Seniors and Disabled	$ 250,000	$250,000
Child Care Services	$250,000	$250,000
Capital Improvements	$	$
Staff & Fringe necessary to provide services to clients	$ 135,839	$ 135,839
Office Space for Direct Service Staff	$ 7,482	$ 7,482
PPE Cleaning related to COVID-19	$ 10,000	$ 10,000
Furniture/Fixtures and Equipment for client/participant space	$ 4,800	$ 4,800
Advertising/Marketing	$ 13,365	$ 3,609
TOTAL PROJECT COST:	**$830,062**	**$740,275**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

CARES Basic Needs Assistance Program SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS ($740,275) in Coronavirus Relief Funds (the "Funds") to **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** ("Recipient") to assist with operating and program expenses associated with its CARES Basic Needs Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - Deliver up to 5,000 meals, food and basic essentials for 300 clients in response to the COVID-19 Pandemic
    - Provide 250 clients with supplemental childcare assistance

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTYOF LAS VEGAS**

PROGRAM: CARES Basic Needs Assistance Program

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
EOB will successfully deliver 5,000 nutritious meals for seniors and disabled individuals for 300 clients.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
EOB will successfully serve 250 unduplicated individuals with supplemental childcare assistance as parents and guardians are unable to pay for their care costs and return to work.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** FOR THE
EOB COVID RELIEF PROGRAM

WHEREAS, **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** ("Recipient") located at 330 W. Washington Ave. Ste. 101, Las Vegas, NV 89106, proposes to provide Supplemental Food Delivery for Seniors and Disabled, child care services, and Covid safety measures to existing facilities, to families affected by Covid through its EOB COVID RELIEF Program (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS ($740,275) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the EOB COVID Relief Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such

reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs,

loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this

Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting

documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 6th day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
Project Name: EOB COVID Relief

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe Admin	$ 96,989	$ 96,989
Professional Services	$ 30,000	$ 30,000
Rent/Insurance of Facility	$ 1,496	
Computer related (software, hardware, internet, etc.- Leasing only)	$ 1,500	$ 1,500
Utilities	$ 3,000	$ 3,000
Office Supplies & Postage	$ 3,500	$ 2,000
Local Travel	$ 3,091	$ 3,091
Liability Insurance/Fidelity Bond	$ 4,000	$ 2,000
Admin Costs	$ 15,000	$ 5,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Delivery for Seniors and Disabled	$ 250,000	$250,000
Child Care Services	$250,000	$250,000
Capital Improvements	$	$
Staff & Fringe necessary to provide services to clients	$ 135,839	$ 135,839
Office Space for Direct Service Staff	$ 7,482	$ 7,482
PPE Cleaning related to COVID-19	$ 10,000	$ 10,000
Furniture/Fixtures and Equipment for client/participant space	$ 4,800	$ 4,800
Advertising/Marketing	$ 13,365	$ 3,609
TOTAL PROJECT COST:	**$830,062**	**$740,275**

EXHIBIT "B"

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

EOB COVID RELIEF Program

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS ($740,275) in Coronavirus Relief Funds (the "Funds") to ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY ("Recipient") to assist with operating and program expenses associated with its EOB COVID Relief Program (the "Program").

2. During the program year ending December 30, 2020, EOB will use numerous client engagement strategies to offer supplemental meals to needy seniors and disabled individuals. EOB will use also develop a partnership with the State of Nevada Childcare subsidy provider, State of Nevada Welfare and other social service entities to receive client referrals for childcare subsidy services. Services will be offered to clients who are at or below 120% of Clark County's Average Median Income (AMI).

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Deliver up to 5,000 meals, food and basic essentials for 300 clients in response to the COVID-19 Pandemic

   - Provide 250 clients with supplemental childcare assistance

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTYOF LAS VEGAS**

PROGRAM: **EOB COVID RELIEF**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
EOB will successfully deliver 5,000 nutritious meals for seniors and disabled individuals for 300 clients.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
EOB will successfully serve 250 unduplicated individuals with supplemental childcare assistance as parents and guardians are unable to pay for their care costs and return to work.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, LAWRENCE E BEASLEY as INTERIM EXECUTIVE DIRECTOR & CHIEF OPERATIONS OFFICER of **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY OF LAS VEGAS** a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY** for the **EOB COVID RELIEF** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 1ST day of October, 2020.

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

By: _____

SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on October 1, 2020
(Date)

by Lawrence E Beasley as Chief Operations Officer of
(Name of Person) (Title)

(SEAL)

NOTARY PUBLIC

ANTHONY D. PENN
Notary Public-State of Nevada
APPT. NO. 11-5384-1
My Appt. Expires 08-17-2023

My Commission expires: 6/17/2023

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective JANUARY 13th, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Economic Opportunity Board of Clark County, ("Recipient").

WHEREAS, on October 6, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: _____ COB

Date: 1/13/21

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY FOR THE
CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, Economic Opportunity Board Of Clark County ("Recipient") located at 330 West Washington Ave., Suite 101, Las Vegas Nevada, 89106, possessing federal unique identifier 139405856, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs

for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10TH day of July, 2020.

By: Yolanda T. King
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Steven Swikart
Deputy District Attorney

EXHIBIT "A"

EOB CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Economic Opportunity Board of Clark County

Project Name: Family Supportive Services

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 96,989	$31,953
% charged to grant		32.9%
Professional Services contracted (audit, bookkeeping, etc.)	$ 14,000	$ 2,000
Rent /Insurance of facility	$ 1,496	$
Furniture/Fixtures and Equipment	$ 500	$ 500
Computer related (software, hardware, internet, etc.)	$ 1,500	$ 1,500
Utilities (Power, Gas, Telephone, etc.)	$ 3,000	$ 3,000
Maintenance Supplies	$	$
Office Supplies & Postage	$ 3,500	$ 1,500
Local Travel	$ 3,091	$ 3,091
Staff Development	$	$
Liability Insurance/Fidelity Bond*	$ 4,000	$ 750
Administrative Costs (in-house bookkeeping, accounting, reports)	$ 30,000	$ 30,000
Indirect Costs (10% De minimus allowable)	$178,383	$ 100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$1,188,529	$ 727,158
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$ 241,957	$ 92,824
% charged to grant		38.4%
Office Space for Direct Service staff or for client use	$ 7,482	$
Furniture/Fixtures and Equipment for client/participant space	$ 4,500	$ 4,500
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 4,456	$ 1,224
Other: _____	$	$
TOTAL PROJECT COST:	$1,783,383	$1,000,000

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

Economic Opportunity Board of Clark County

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in Coronavirus Relief Funds (the "Funds") to Economic Opportunity Board of Clark County ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 400 households with rent assistance to maintain their housing.
   - Assist 200 households with mortgage assistance to maintain their housing.
   - Assist 200 households with utility assistance to maintain their housing.
   - Assist 50 households with rental relocation assistance to maintain affordable housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: Economic Opportunity Board of Clark County

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 600 individuals and families who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

Contents

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Lawrence E Beasley, as Chief Operating Officer of **Economic Opportunity Board of Clark County**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to , for the program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 17 day of July, 2020.

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on July 17, 2020
(Date)

by Lawrence Beasley as Chief Operating Officer
(Name of Person) (Title)

SEAL
DOMINIQUE HAYES
Notary Public-State of Nevada
APPT. NO. 16-1418-1
My Appt. Expires 01-19-2024

_____
NOTARY PUBLIC

My Commission expires: 01-19-2024

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY FOR THE CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP) CFDA 21.019

This **AMENDMENT** is made and entered into as of this 17th day of Dec 2020, by and between Clark County, Nevada (hereinafter referred to as "County"), and Economic Opportunity Board of Clark County (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to Economic Opportunity Board of Clark County for the Coronavirus Housing Assistance Program (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act Coronavirus Relief Fund, which outlined $30 million for financial assistance; and

WHEREAS, on July 07, 2020, the Board of County Commissioners approved the Resolution to provide rent, mortgage, and utility assistance through CARES Housing Assistance Program with Economic Opportunity Board of Clark County, possessing the federal unique identifier 139405856.

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by $900,000.

Where it currently reads in Section I. Scope of Services: Item A. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide ONE MILLION NINE HUNDRED AND NO/100TH DOLLARS ($1,900,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Where it currently reads in Section 1. Scope of Services: Item C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30,2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

Shall now read:

Recipient will provide Performance Measurement Reports to Clark County Social Service ("CCSS") on a weekly basis during the program period beginning March 1, 2020 and ending January 31, 2021. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must submit reports and answer narrative report questions related to the Program by the 10th of each month. The submission process will be defined by CCSS.

Where it currently reads in Section III. Financial Management: Item E: The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single upload packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Shall now read:

The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. Additional advances may be approved by County Management.

An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly, at a minimum. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request.

The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient.

Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for advances and supporting documentation as directed by the County. Information on how to submit requests will be provided upon Resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Where it currently reads in Section IV. Expiration, Modification or Revocation of Resolution: Item A: This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

Shall now read:

This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020. A time extension of up to six months may be authorized by the Administrator of Human Services, or their designated representative, if additional time is approved by the Federal Government regarding the use of the Funds and if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project, or funding source of the County.

Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Administrator of Human Services, on an annual fiscal year basis for a period of up to four additional years in addition to that provided in Section IV A. for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Administrator of Human Services, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CCSS of the efficacy of Recipient's services.

Where it currently reads in Exhibit "A" EOB CHAP Program Budget

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Economic Opportunity Board of Clark County
Project Name: Family Supportive Services

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	Total Project Amount (round up to nearest dollar)	Requested Portion Only (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 96,980	$31,953
% charged to grant		32.9%
Professional Services contracted (audit, bookkeeping, etc.)	$ 14,000	$ 2,000
Rent/Insurance of facility	$ 1,496	$
Furniture/Fixtures and Equipment	$ 500	$ 500
Computer related (software, hardware, internet, etc.)	$ 1,500	$ 1,500
Utilities (Power, Gas, Telephone, etc.)	$ 3,000	$ 3,000
Maintenance Supplies	$	$
Office Supplies & Postage	$ 3,500	$ 1,500
Local Travel	$ 3,091	$ 3,091
Staff Development	$	$
Liability Insurance/Fidelity Bond*	$ 4,000	$ 750
Administrative Costs (in-house bookkeeping, accounting, reports)	$ 30,000	$ 30,000
Indirect Costs (10% De minimus allowable)	$178,383	$ 100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$1,188,529	$ 727,158
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$ 241,957	$ 92,824
% charged to grant		38.4%
Office Space for Direct Service staff or for client use	$ 7,482	$
Furniture/Fixtures and Equipment for client/participant space	$ 4,500	$ 4,500
Advertising / Marketing (excludes brochures, client recruitment, etc.)	$ 4,456	$ 1,224
Other:	$	$
TOTAL PROJECT COST:	$1,783,383	$1,000,000

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	**Amount**
Direct Services	$1,852,663
Operations	$47,337
TOTAL PROJECT COST:	$1,900,000

Where it currently reads in Exhibit "B" Scope of Services:

1. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in Coronavirus Relief Funds (the "Funds") to Economic Opportunity Board of Clark County ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Shall now read:

1. The County will provide ONE MILLION NINE HUNDRED AND NO/100TH DOLLARS ($1,900,000) in Coronavirus Relief Funds (the "Funds") to Economic Opportunity Board of Clark County ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Where it currently reads in Exhibit "B" Scope of Services, Item 2: During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

Shall now read:

During the Program year ending December 30, 2020, Recipient will provide rent, mortgage, and/or utility assistance to qualified households, as further defined in the Policy Manual, in its most recent version.

Where it currently reads in Exhibit "B" Scope of Services, Item 3:

- Assist 400 households with rent assistance to maintain their housing.
- Assist 200 households with mortgage assistance to maintain their housing.
- Assist 200 households with utility assistance to maintain their housing.
- Assist 50 households with rental relocation assistance to maintain affordable housing.
- Prevent evictions that would occur as a result of the COVID-19 Pandemic.

Add:

- Additional households will be served based on the eligible household assessments, need, and availability of funding.

Where it currently reads in Exhibit "C" Performance Measurement:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 600 individuals and families who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 01/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

Shall now read:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS WEEK	YEAR TO DATE
Prevent eviction of at least 600 households who have been impacted by COVID-19	Total # served this week ONLY Unduplicated Households and Individuals assisted (specify) this week ONLY	Total unduplicated # served

NARRATIVE REPORT: Submit per direction of CCSS, weekly reports due: 8/10/2020 through 01/10/2021.

This Amendment No. 1 represents a change in the budget to enable the provider to employ competent staff and provide rent, mortgage, and utility assistance.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY

By: _____
LAWRENCE BEASLEY, Chief Operating Officer

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on December 17 (DATE), 2020

By Lawrence Beasley (NAME OF PERSON) as chief operating officer (TITLE) of

ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY.

TAMICA PENN
Notary Public-State of Nevada
APPT. NO. 09-107971
My Appt. Expires 08-17-2021

_____
NOTARY PUBLIC

(SEAL)

My Commission expires: 8.17.2021

FD-6 Attached

AGREEMENT TO PROVIDE CORONAVIRUS RELIEF FUNDS TO ERICKA AVILES CONSULTING LLC TO CONDUCT A MARKING AND OUTREACH CAMPAIGN TO PROMOTE VOTING IN THE NOVEMBER 3, 2020 ELECTION IN CLARK COUNTY
CFDA 21.019

THIS AGREEMENT is made and entered into as of the 1st day of October, 2020, by and between Clark County (hereinafter referred to as "the County") and Ericka Aviles Consulting LLC ("Recipient")

WITNESSETH, THAT:

WHEREAS, Ericka Aviles Consulting LLC ("Recipient") located at 10620 Southern Highlands Parkway, Suite #110-26, Las Vegas, NV 89141, will provide marketing and communication services to support the County's outreach campaign regarding the 2020 Election to raise public awareness on changes to the voting process due to COVID-19;

NOW, THEREFORE, in consideration of the current conditions, covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SCOPE OF WORK.**

A. The County will provide $149,000 in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to raise awareness of public access and methods for voting in the 2020 Election in response to significant process changes due to the COVID-19 pandemic, specifically the implementation of mail ballots, changes to in-person voting and safety guidelines. Attached Exhibit A outlines the Scope of Work for this engagement which will terminate as of November 20, 2020. The term of the Contract may be extended to December 31, 2020 by written amendment to this Agreement signed by both parties.

B. The Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Scope of Work, incorporated herein as if fully set forth. Changes in the Scope of Work, as described in Exhibit A, must receive prior written approval of the County.

C. Recipient, upon request, will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance"). Recipient must review and become familiar with the Guidance.

D. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or

disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

E. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality.

2. TERM AND TERMINATIONS

A. **Term**. This Agreement shall be for a period commencing on the date first written above to November 20, 2020.

B. **Termination**. This Agreement shall terminate at the end of the term. This Agreement may also be terminated by either party with provision of 30-day written notice. If this agreement is terminated early Ericka Aviles Consulting shall return to the County any unearned funds forwarded by the County under this agreement.

3. PAYMENT

A. **Amount**. The County will pay Ericka Aviles Consulting LLC up to $149,000 to conduct a marketing campaign plan specific to changes to the voting process related to the COVID-19 pandemic in the 2020 Election. The County will provide an initial payment of $70,000 upon execution of the contract to expedite media purchasing and advertising to address immediate needs for outreach. The remainder shall be billed monthly to the County by the 30th day of the month following services rendered with an invoice specific to actuals by area within the budget (Attachment A). The monthly billed amount will be remitted by the County within 30 days of receipt.

4. OBLIGATIONS AND INDEMNIFICATION

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient will not be able to use the Funds it has received to cover services or costs for the period ending on November 30, 2020, Recipient must notify County by December

1, 2020, as any Funds not capable of expenditure by December 30, 2020 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. (1)If Recipient or sub-grantee uses a vehicle in providing its services, Recipient or sub-grantee shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person;
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each person;
	$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County or independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Intentionally omitted.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Agreement;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Agreement, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

5. **NOTICE**. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To: Ericka Aviles Consulting

10620 Southern Highlands Parkway
Suite #110-126
Las Vegas, NV 89141

Attention: Ericka Aviles

To the County at: 500 S. Grand Central Parkway
Box 551111
Las Vegas, Nevada 89155-1111

Attention:

6. **RELATIONSHIP OF THE PARTIES**. Ericka Aviles Consulting and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

7. **GOVERNING LAW**. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

8. **SEVERABILITY**. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **SUCCESSORS AND ASSIGNS**. The terms and conditions of the Agreement shall be binding on any successors and assigns of either party.

10. **ENTIRE AGREEMENT**. All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first indicated above:

ERICKA AVILES CONSULTING LLC

By: _____

Title: Ericka Aviles, Owner

Date: 10.5.2020

COUNTY:

By: _____ J. Cohen

Title: CAO

Date: 9.30.2020

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: 10/1/2020
DEPARTMENT: Election Department
DEPARTMENT CONTACT NAME: Les Lee Shell, Chief Administrative Officer
TELEPHONE NUMBER: 455-6538

CONSULTANT/AGENCY/SUPPLIER: Erika Aviles Consulting LLC
CONTACT NAME AND TITLE: Erika Aviles
PHONE, FAX AND EMAIL ADDRESS: (702) 300-7670 erika@erikaaviles.com

CONTRACT TITLE : 2020 Election – Educational Campaign (Changes Due to COVID-19)	
ESTIMATED AWARD AMOUNT: $149,000	
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
TERM: date of award-11/30/2020	RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

As a result of the COVID-19 pandemic the Nevada Legislature held a special session during which the body passed legislation to make significant changes to the 2020 election process, specifically the addition of a mail ballot option. To ensure that voters are educated about the changes to the process, COVID-19 related safety precautions, and how to complete and deliver a mail ballot, Clark County wishes to engage professional services to create and distribute informational materials, multi-media notifications, and social media activity. These efforts will ensure that voters are aware, prepared and able to vote during the pandemic.

Erika Aviles Consulting LLC will be able to assist the County with this effort as they are assisting us with other COVID-19 outreach campaigns. The company will be able to quickly implement this educational program and is aware of the reporting requirements for CARES funding.

Attached is a copy of the scope of work including pricing and deliverables.

Staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER [signature]	APPROVAL DATE: 9-30-2020
PURCHASING AND CONTRACTS (Manager) [signature]	APPROVAL DATE: 9.30.2020
ASSISTANT COUNTY MANAGER/CFO [signature]	APPROVAL DATE: 9.30.2020

AGREEMENT TO PROVIDE CORONAVIRUS RELIEF FUNDS TO ERICKA AVILES CONSULTING LLC TO CONDUCT A MARKETING AND OUTREACH CAMPAIGN TO PROMOTE CLARK COUNTY CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

THIS AGREEMENT is made and entered into as of the 11th day of November, 2020, by and between Clark County (hereinafter referred to as "the County") and Ericka Aviles Consulting LLC ("Recipient")

WITNESSETH, THAT:

WHEREAS, Ericka Aviles Consulting LLC ("Recipient") located at 10620 Southern Highlands Parkway, Suite #110-26, Las Vegas, NV 89141, will provide marketing and communication services to support the County's outreach campaign regarding the Clark County CARES Housing Assistance Program (CHAP) to raise public awareness through use of CARES funding given challenges resulting from COVID-19;

NOW, THEREFORE, in consideration of the current conditions, covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **SCOPE OF WORK.**

A. The County will provide Two-Hundred Sixty-Nine Thousand and Five Hundred ($269,500.00) Dollars ($) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to conduct a marketing campaign focused on raising awareness of public access and methods to apply for assistance through the Clark County CARES Housing Assistance Program (CHAP), during the period from November 11, 2020 to December 30, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget".

B. The Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with "Scope of Services", incorporated herein as if fully set forth. Changes in the Scope of Work and Program Budget, as described in Exhibit "A", must receive prior written approval of the County.

C. Recipient, upon request, will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Funds posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance"). Recipient must review and become familiar with the Guidance.

D. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or

disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

E. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality

2. **TERM AND TERMINATIONS**

A. **Term**. This Agreement shall be for a period commencing on the date first written above to December 30, 2020.

B. **Termination**. This Agreement shall terminate at the end of the term. This Agreement may also be terminated by either party with provision of 30-day written notice. If this agreement is terminated early Ericka Aviles Consulting shall return to the County any unearned funds forwarded by the County under this agreement.

3. **PAYMENT**

A. **Amount**. The County will pay Ericka Aviles Consulting LLC up to $269,500.00 to conduct a marketing campaign plan specific to conduct a marketing and outreach campaign to promote Clark County Cares Housing Assistance Program (CHAP)TO PROMOTE CLARK COUNTY CARES HOUSING ASSISTANCE PROGRAM (CHAP). The remainder shall be billed monthly to the County by the 30th day of the month following services rendered with an invoice specific to actuals by area within the budget (Exhibit A). The monthly billed amount will be remitted by the County within 30 days of receipt.

4. **OBLIGATIONS AND INDEMNIFICATION**

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient will not be able to use the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by as any

Funds not capable of expenditure by December 30, 2020 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. (1)If Recipient or sub-grantee uses a vehicle in providing its services, Recipient or sub-grantee shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person;
	$1,000,000 each occurrence
Property Damage:	$1,000,000 each person;
	$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County or independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Intentionally omitted.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Agreement;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Agreement, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

5. **NOTICE**. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To: Ericka Aviles Consulting

10620 Southern Highlands Parkway
Suite #110-126
Las Vegas, NV 89141

Attention: Ericka Aviles

To the County at: 500 S. Grand Central Parkway
Box 551111
Las Vegas, Nevada 89155-1111

Attention: Kevin Schiller,
Assistant County Manager,
Clark County

6. **RELATIONSHIP OF THE PARTIES.** Ericka Aviles Consulting and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

7. **GOVERNING LAW.** The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

8. **SEVERABILITY.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **SUCCESSORS AND ASSIGNS.** The terms and conditions of the Agreement shall be binding on any successors and assigns of either party.

10. **ENTIRE AGREEMENT.** All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first indicated above:

ERICKA AVILES CONSULTING LLC

By: _____

Title: Ericka Aviles, Owner

Date: 12-10-2020

COUNTY:

By: _____ 12-16-2020

Title: Assistant County Manager

Contract Period: **Approved budget for time period November 11, 2020- December 30, 2020**

Date: 12-16-2020

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

ERICKA AVILES CONSULTING FOR A MARKETING AND OUTREACH CAMPAIGN TO PROMOTE CLARK COUNTY CARES HOUSING ASSITANCE PROGRAM (CHAP)

The following items may be paid with the Coronavirus Relief Funds, not to exceed $269,500:

BUDGET BREAKDOWN
Strategy, Account and Project Management $7,500
Grassroots Outreach General and Hispanic Markets $12,000
Concept and Campaign Development $5,000
Creative and Strategic Messaging
Integrated Marketing Communications for all platforms
Production and Copywriting $20,000
Banner Ads, GIF, and Digital Ads (in English and Spanish)

Media Buying
6 weeks run time $225,000
TV English 100K
TV Spanish 40k
Radio English 20K
Radio Spanish 10k
Digital Billboards 15K
Banner ads English 10k
Banner ads Spanish 10k
Grassroots Media English 10K
Grassroots Media Spanish 10K

TOTAL $269,500

Contract Period: **Approved budget for time period November 11, 2020- December 30, 2020**

Invoice #26008

Nov 17, 2020

ERICKA AVILES
CONSULTING

BILL TO

Clark County
500 S. Grand Central Parkway, Box 551111
Las Vegas, NV 89155
LLS@clarkcountynv.gov

FROM

Ericka Aviles
10620 Southern Highlands Parkway, Ste 110-26
Las Vegas, NV 89141
ericka@erickaaviles.com
+1 7023007670

INVOICE ITEMS	AMOUNT
Concept and Campaign Development	$5,000.00
Production | Copywriting | Content	$20,000.00
Media Buys	$225,000.00
Grass Roots General Outreach and Hispanic Outreach	$12,000.00
Strategy, Account & Project Management	$7,500.00

$269,500.00

PAYMENT DUE **DEC 29, 2020**

MESSAGE
CHAP Marketing Campaign 11/11/2020-12/30/2020
Please make checks payable to Ericka Aviles Consulting LLC
and/or direct deposit.
10620 Southern Highlands Parkway
Suite 110-26
Las Vegas NV 89141

FD-e Attached

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO ERICKA AVILES CONSULTING LLC TO CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

THIS AGREEMENT is made and entered into as of the 16th day of July 2020, by and between Clark County (hereinafter referred to as "the County") and Ericka Aviles Consulting LLC ("Recipient")

WITNESSETH, THAT:

WHEREAS, Ericka Aviles Consulting LLC ("Recipient") located at 10620 Southern Highlands Parkway, Suite #110-26, Las Vegas, NV 89141, will provide marketing and communication services to support the County's outreach campaign to the Latino community and other vulnerable communities impacted by COVID-19 in order to raise awareness about COVID-19, market available resources for the impacted communities, and support the County's contact tracing efforts by recruiting contact tracers through use of CARES funding; and

WHEREAS, the onset of COVID-19 has severely and disproportionately impacted the Latino community across Clark County, and this marketing campaign will raise awareness about COVID-19 within the Latino and Spanish-speaking community and other vulnerable populations in the County and will also market available COVID-19 testing locations, resources, and services throughout the County; and

WHEREAS, the impact of COVID-19 has created a need for the County to recruit contact tracers for the Latino and Spanish-speaking communities and other vulnerable communities in order to slow the spread of COVID-19, and this marketing campaign will assist the County's contact tracing efforts by recruiting contract tracers in Latino communities and other vulnerable communities located across Clark County.

NOW, THEREFORE, in consideration of the current conditions, covenants and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

1. SCOPE OF WORK.

A. The County will provide FOUR HUNDRED NINETY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($497,500) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to conduct a marketing campaign focused on raising awareness about COVID-19 within the Latino and Spanish speaking communities in Clark County and to recruit COVID-19 support services including but not limited to contact tracers and other staffing to combat the spread of COVID-19, during the period from June 21, 2020 to September 30, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget".

The term of the Contract may be extended to December 31, 2020 by written amendment to this Agreement signed by both parties.

B. The Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with "Scope of Services", incorporated herein as if fully set forth. Changes in the Scope of Work and Program Budget, as described in Exhibit "A", must receive prior written approval of the County.

C. Recipient, upon request, will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance"). Recipient must review and become familiar with the Guidance.

D. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

E. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality.

2. TERM AND TERMINATIONS

A. **Term**. Due to the ongoing indeterminate nature of the COVID-19 outbreak this Agreement shall be for a period commencing on the date first written above to December 31, 2020.

B. **Termination**. This Agreement shall terminate at the end of the term. This Agreement may also be terminated by either party with provision of 30-day written notice. If this agreement is terminated early Ericka Aviles Consulting shall return to the County any unearned funds forwarded by the County under this agreement.

3. PAYMENT

A. **Amount**. The County will pay Ericka Aviles Consulting LLC up to $497,500 to develop, supervise, and manage the County's COVID-19 marketing campaign plan

specific to the Latino and Spanish-speaking community and to recruit contact tracers in order to slow the spread of COVID-19. The County will provide an initial payment of $248,750 upon execution of the contract to expedite media purchasing and advertising to address immediate needs for outreach. The remainder shall be billed monthly to the County by the 30th day of the month following services rendered with an invoice specific to actuals by area within the budget (Attachment A). The monthly billed amount will be remitted by the County within 30 days of receipt.

4. **OBLIGATIONS AND INDEMNIFICATION**

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient will not be able to use the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30, 2020 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

A.

(1) If Recipient or sub-grantee uses a vehicle in providing its services, Recipient or sub-grantee shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries: $1,000,000 each person; $1,000,000 each occurrence;
Property Damage: $1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

B. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

C. Visits by the County or independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

D. If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

E. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of

MA

whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

F. Intentionally omitted.

G. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

H. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

I. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

J. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

K. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

L. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

M. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any

contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

N. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

O. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

P. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Agreement;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Agreement, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

5. **NOTICE**. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To Ericka Aviles Consulting LLC: Erica Aviles, Owner
10620 Southern Highlands Parkway, Suite #110-126

EA

Las Vegas, Nevada 89141

To the County at:

Kevin Schiller, Assistant County Manager
500 S. Grand Central Parkway
Box 551111
Las Vegas, Nevada 89155-1111

6. **RELATIONSHIP OF THE PARTIES**. Ericka Aviles Consulting and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

7. **GOVERNING LAW**. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

8. **SEVERABILITY**. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **SUCCESSORS AND ASSIGNS**. The terms and conditions of the Agreement shall be binding on any successors and assigns of either party.

10. **ENTIRE AGREEMENT**. All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first indicated above:

ERICKA AVILES CONSULTING LLC:

By: _____

Ericka Aviles, Owner

Date: 7-23-2020

COUNTY:

By: _____ 7-23-2020

Kevin Schiller, Assistant County Manager

Date: 7-23-2020

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

ERICKA AVILES CONSULTING

FOR LATINO MARKETING CAMPAIGN & CONTACT TRACER RECRUITMENT

The following items may be paid with the Coronavirus Relief Funds, not to exceed $497,500:

BUDGET

STRATEGY, ACCOUNT & PROJECT MANAGEMENT		$33,000
PUBLIC COMMUNITY RELATIONS & ENGAGEMENT		$94,875
	Targeted Stakeholder Outreach	
	Media | Press Conference Support and or Execution	
	Media Pitching |Tracking |Clipping	
	Toolkit Development and Distribution	
	Hispanic Taskforce	
	Community Outreach Event	
	Participation	
	Internal Team Meetings	
Concept and Campaign Development		$7,500
	Creative and Strategic Messaging	
	Integrated Marketing Campaign for all platforms	
Production\ Copywriting | Content		$60,000
	Banner Ads, GIF, and Digital Ads	
	Social Media Videos	
	TV &	
	Radio	
	Website	
Media Buying		$127,500
	Univision/ Unimas	30,000.00
	Telemundo	20,000.00
	Radio	7,500.00
	Digital Billboards	7,500.00
	Social Media	20,000.00
Printing Budget		$15,000

Masks | Toolkit | Posters | Flyers | Tshirts | Hat | Stickers

Community Management		$7,500
	BOT Community Manager (40 hrs p/w)	
Text Marketing		$3,000
	50,000 text messages No data base included	
Mailing		$30,000
	50,000 full color print postcards Demographic mailing list, Mailing Services, and Postage	
Translations		$15,000
Community Event Sponsorship		$4,125
CAMPAIGN PSA's		
Strategy Development + Editing		
Time | hard costs donated: Value $50,000-$75,000		
COVID-19 RESOURCE/RECRUITMENT ADVERTISING	PROPOSED BUDGET	$100,000
	Project Management	$10,000
	Community Relations Engagement	$10,000
	Integrated Marketing on all platforms	$5,000
	Production/Copywriting/Content	$15,000
	Media Buying	$35,000
	Texting	$1,500
	Translations	$7,500
	Printing	$6,000
	Mailing	$10,000
TOTAL		**$497,500**

Approved budget for time period June 22, 2020- September 30, 2020

EXHIBIT "B"

ERICKA AVILES CONSULTING

SCOPE OF SERVICES

Clark County will provide up to FOUR HUNDRED NINETY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($497,500) in County Cares Act funds ("the Funds") to ERICKA AVILES CONSULTING ("Recipient") to develop, supervise, and manage the overarching COVID-19 media strategy and campaign plan specific to the Latino and Spanish-speaking audiences in Southern, Nevada and to recruit contact tracers to assist the County's efforts in slowing the spread of COVID-19.

Specifically, the objectives of the Program will be as follows:

STRATEGY, ACCOUNT AND PROJECT MANAGEMENT

- Develop the overarching strategy and outreach recommendations specific to the Spanish-speaking audiences in Southern Nevada.
- Provide project management, oversight and implementation of campaign plan/recommendations.
- Manage project billing and campaign costs based on pre-approved estimates, when applicable.
- Monitor, collect and analyze cultural environment, trends and issues relevant to the pandemic and issue recommendations when adjustments/shifts are needed.
- Identify participants, manage and provide direction and updates to Hispanic Task Force
- Serve as Task Force leader and community liaison
- Serve as day-to-day liaison for Clark County team members
- Monitor, Track and analyze campaign analytics and adjust strategy as needed

PUBLIC & COMMUNITY RELATIONS | COMMUNITY ENGAGEMENT

- Provide bilingual media and community outreach efforts around COVID-19 Outreach communications, including but not limited to media outlets, businesses, government and non-government organizations.
- Develop, coordinate and implement media relations efforts.
    - Releases, alerts, and pitching
    - Develop summary clip reports
- Provide strategic counsel and assistance on all major initiatives.

- Media Relations, Onsite assistance/media coordination, Media materials development (e.g., news releases, advisories).
- Assist with media requests and event/program opportunities.

- Identify and leverage community partnerships, stakeholders and ambassadors to expand the campaign message and reach - i.e. corporate | hotel | non-profit | union sectors and other stakeholders
- Provide recommendations and approach for grassroots community outreach efforts. Clark County to lead grassroots sub taskforce
- Identify and provide approach and execution for PSA' campaign elements
- Develop and manage campaign website and social platforms (Facebook, IG, YouTube)

CREATIVE AND ASSET PRODUCTION

- Provide strategic guidance and overall messaging direction and content for all potential mediums.
- Copywriting for all Spanish-language messaging and/or translation of messages from English to Spanish.
- Oversight of all creative and production relating to the campaign.
- Creative and production including concepting, copywriting, art direction, editing, web page design, studio management and composition, proofreading and traffic. This accounts for two rounds of revisions for creative.
- Oversee production and editing of community PSAs.

MEDIA

- Identify PSA opportunities on behalf of this initiative
- Supervise, manage and implement media plans, projects and programs as needed across all channels including digital, broadcast, out-of-home, email, social, and direct mail list purchasing.
- Buy all digital, broadcast, print, social, out-of-home or other media.
- Evaluate and recommend media channels and promotional opportunities.
- Negotiate and maintain all contracts for media channels.
- Review and evaluate media proposals as submitted by media vendors (where applicable).

CONTACT TRACER RECRUITMENT

- Develop the overarching strategy and outreach recommendations to recruit contact tracers from the Latino and Spanish-speaking communities and other vulnerable communities.
- Provide copy writing and translation for all Spanish-language messaging.
- Provide creative and production including concepting, copywriting, art direction, editing, composition, proofreading and traffic.

- Supervise, manage and implement recruitment plans, projects and programs as needed across all channels including digital, broadcast, out-of-home, email, social, and direct mail list purchasing.
- Buy all digital, broadcast, print, social, out-of-home or other media.

PROJECT TEAM

- Ericka Aviles, President & Owner- Ericka Aviles Consulting LLC
  - Role: Initiative Leadership, Hispanic Outreach Strategy, Account & Program Management
- Edgar Effio, COO - Graphicka
  - Role: Creative & Asset Production | Media
- R&R Partners
  - Role: Strategy and Project Support | PR & Community Engagement Support
- Jennifer Lopez - Senior Public Relations Manager
- Jennifer Francis - Corporate Director of Brand
- Chris McQueen - Project Manager

SCOPE TIMING: June 22 – September 30, 2020

View assistance for SAM.gov

SAM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: Ericka Aviles Consulting LLC*

Total records:0 | Save PDF | Export Results | Print

Result Page: | Sort by Relevance | Order by Descending

Your search for Ericka Aviles Consulting LLC* returned the following results...

No records found.

Result Page: | Save PDF | Export Results | Print

GSA

IBM-P-20200727-1136
WWW3

Search Records | Disclaimers | FAPIIS.gov
Data Access | Accessibility | GSA.gov/IAE
Check Status | Privacy Policy | GSA.gov
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Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

ERICKA AVILES CONSULTING LLC

Entity Number:

E0566532015-7

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

12/05/2015

NV Business ID:

NV20151717490

Termination Date:

Perpetual

Annual Report Due Date:

12/31/2020

Series LLC:

☐

Restricted LLC:

☐

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

ERICKA AVILES

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Non-Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

11174 COCO LANE, LAS VEGAS, NV, 89141, USA

Mailing Address:

11174 COCO LANE, LAS VEGAS, NV, 89141

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Managing Member	ERICKA L AVILES	10620 SOUTHERN HIGHLANDS PARKWAY STE 110-26, LAS VEGAS, NV, 89141, USA	12/24/2018	Active

Page 1 of 1, records 1 to 1 of 1

Filing History Name History Mergers/Conversions

Return to Search Return to Results

opencorporates

The Open Database Of The Corporate World

Company name or numbe

Companies Officers

ERICKA AVILES CONSULTING LLC

Company Number	E0566532015-7
Native Company Number	E0566532015-7
Status	Active
Incorporation Date	5 December 2015 (over 4 years ago)
Company Type	Domestic Limited-Liability Company
Jurisdiction	Nevada (US)
Agent Name	ERICKA AVILES
Agent Address	11174 COCO LANE, LAS VEGAS, NV, 89141
Directors / Officers	ERICKA AVILES, agent ERICKA AVILES, managing member ERICKA L AVILES, managing member

Recent filings for ERICKA AVILES CONSULTING LLC

24 Dec 2018	ANNUAL LIST
30 Oct 2017	ANNUAL LIST
12 Dec 2016	ANNUAL LIST

SEARCH

Log in/Sig

mpany network

yet available for this company. Click to find out more

:est Events

2015-12-05 - 2019-01-12	Addition of officer ERICKA AVILES, agent
2015-12-05 - 2019-01-12	Addition of officer ERICKA AVILES, managing member
2015-12-05 - 2019-01-12	Addition of officer ERICKA L AVILES, managing member

See all events

rporate Grouping USER CONTRIBUTED

ie known. Add one now?

all corporate groupings

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: October 12, 2020

DEPARTMENT: Managers Office/Department of Social Service

DEPARTMENT CONTACT NAME: Kevin Schiller

TELEPHONE NUMBER: 702-455-3523

CONSULTANT/AGENCY/SUPPLIER: Ericka Aviles Consulting LLC

CONTACT NAME AND TITLE: Ericka Aviles, Owner

PHONE, FAX AND EMAIL ADDRESS: 10620 Southern Highlands Parkway, Suite #110-126, Las Vegas, Nevada 89141

Mobile (702) 300-7670
ericka@erickaaviles.com

CONTRACT TITLE:

ESTIMATED AWARD AMOUNT: $203,500

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)

TERM: October 1, 2020-December 31, 2020 RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Clark County and Ericka Aviles Consulting Inc. agree to provide a continued outreach and marketing campaign to Recipient to with continued focus on raising awareness about COVID-19 within the Latino and Spanish speaking communities in Clark County and to continue recruitment and utilization of COVID-19 support services including but not limited to education and testing outreach to combat the spread of COVID-19, during the period from October 1, 2020 to December 31, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget". Ericka Aviles shall invoice Clark County on a monthly basis for successive periods of 30 days following the initial payment and delivery cost upon execution of the agreement. This effort is in accordance with NRS 332.112, Emergency Declaration issues by the Clark County Manager March 15, 2020 and funds awarded to Clark County through the Federal Cares Act.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Administrative Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE:
PURCHASING AND CONTRACTS (Manager)	APPROVAL DATE: 10.20.2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 9-28-2020

Revised 11/9/2017

AMENDMENT NO. 1
CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

THIS AMENDMENT is made and entered into this _____ day of_____ 2020, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and ERICKA AVILES CONSULTING LLC (hereinafter referred to as "RECIPIENT").

WITNESSETH:

WHEREAS, the parties entered into an agreement, entitled "CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019" dated July 16, 2020 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. SCOPE OF WORK, PAGE 1.A, FIRST PARAGRAPH currently reads:

   The County will provide FOUR HUNDRED NINETY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($497,500) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to conduct a marketing campaign focused on raising awareness about COVID-19 within the Latino and Spanish speaking communities in Clark County and to recruit COVID-19 support services including but not limited to contact tracers and other staffing to combat the spread of COVID-19, during the period from June 21, 2020 to September 30, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget".

   Shall now read:

   The County will provide SEVEN HUNDRED ONE THOUSAND DOLLARS ($701,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to conduct a marketing campaign focused on raising awareness about COVID-19 within the Latino and Spanish speaking communities in Clark County and to recruit COVID-19 support services including but not limited to contact tracers and other staffing to combat the spread of COVID-19, during the period from June 21, 2020 to December 31, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget".

2. SCOPE OF WORK, PAGE 2.A, SECOND PARAGRAPH, remove in its entirety.

3. PAYMENT, PAGE 2.A, AMOUNT, FIRST SENTENCE, currently reads:

   The County will pay Ericka Aviles Consulting LLC up to $497,500 to develop, supervise, and manage the County's COVID-19 marketing campaign plan specific to the Latino and Spanish-speaking community and to recruit contact tracers in order to slow the spread of COVID-19.

   Shall now read:

   The County will pay Ericka Aviles Consulting LLC up to $701,000 to develop, supervise, and manage the County's COVID-19 marketing campaign plan specific to the Latino and Spanish-speaking community and to recruit contact tracers in order to slow the spread of COVID-19.

4. EXHIBIT A, SCOPE OF WORK AND EXPENDITURES ELIGIBLE FOR REMIBURSEMENT, add pages three through five of this Amendment No. 1, for services from October 1, 2020 through December 31, 2020.

AMENDMENT NO. 1
CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

5. EXHIBIT B, SCOPE OF SERVICES, FIRST PARAGRAPH, currently reads:
Clark County will provide up to FOUR HUNDRED NINETY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS ($497,500) in County Cares Act funds ("the Funds") to ERICKA AVILES CONSULTING ("Recipient) to develop, supervise, and manage the overarching COVID-19 media strategy and campaign plan specific to the Latino and Spanish-speaking audiences in Southern, Nevada and to recruit contact tracers to assist the County's efforts in slowing the spread of COVID-19.

   Shall now read:

   Clark County will provide up to SEVEN HUNDRED ONE THOUSAND DOLLARS ($701,000) in County Cares Act funds ("the Funds") to ERICKA AVILES CONSULTING ("Recipient) to develop, supervise, and manage the overarching COVID-19 media strategy and campaign plan specific to the Latino and Spanish-speaking audiences in Southern Nevada and to recruit contact tracers to assist the County's efforts in slowing the spread of COVID-19.

6. EXHIBIT B, SCOPE OF SERVICES, SCOPE TIMING, currently reads:

   June 22 – September 30, 2020

   Shall now read:

   June 22 – December 31, 2020

This Amendment No. 1 represents an increase of $203,500.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
KEVIN SCHILLER
Assistant County Manager

RECIPIENT:
ERICKA AVILES CONSULTING LLC

By: _____
ERICKA AVILES
Owner

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: _____
ELIZABETH VIBERT
Deputy District Attorney

AMENDMENT NO. 1
CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

EXHIBIT A

Covid-19 - Hispanic | Latino Outreach Campaign

CAMPAIGN DATES: 10/1/2020- 12/31/2020

RECAP JULY-SEPTEMBER:
For the past three months Clark County has played a pivotal role on an education and awareness campaign into the Hispanic | Latino community on COVID-19. Additionally a brand has been developed, a network established and trust built into the community that Esta en Tus Manos is where you go to for information on COVID-19.

With over 15 million impressions as of mid-September with a heavy emphasis on mass platforms including digital, billboards, social media, television as well as emphasis on working with our taskforce and other agencies, this campaign has played a key role in mitigating the potential exposure of Covid19 within the Hispanic | Latino community.

Our key areas of focus have been topics including prevention, contract tracing and testing. We've had to be flexible and innovative on a weekly basis based on the direction of Clark County and SNHD including supporting the drive-through FEMA sites, launching of music videos and coordinating with agencies such as Raiders and Top Rank Boxing.

The messages were personalized to the main demos who were being affected in this pandemic
- Youth Adults 19 - 25
- Adults 24 – 49
- Over 50+

As we move into the fall and winter seasons, it will be extremely critical that Clark County continue to play a leading role within the Hispanic | Latino community and communicate that we must not let our guard down, especially with flu season around the corner. Additionally with increased discussion on a vaccine, it will be imperative that the community understands what they will be able to expect. Finally based on County and SNHD direction, we will continue creating calls to actions and awareness messaging on testing sites, contact tracing and other relevant topics.

TARGET AUDIENCE: Hispanic Community – Target ages 18 to 24 and 25 to 49 | Mothers | Men | Spanish Dominant | Undocumented | Immigrants

MESSAGING FOCUS: Working closely with Clark County and SNHD, we will continue to drive awareness about key areas of focus and include updates as they come available. Message focus will be tailored around: Prevention | Awareness | Testing | Flu Season | Vaccines

METRICS/KEY PERFORMANCE INDICATORS: Campaign Impression numbers| Social Engagement | | Stakeholder Partnerships | Content development | Earned Media

PROPOSED TACTICS - As we approach the flu as well as holiday seasons we propose a maintenance campaign with an emphasis around "let's not let our guard down", this pandemic is not over. Tactics may include but not limited to

AMENDMENT NO. 1
CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

EXHIBIT A

- Campaign updated creative - A fresh look and feel to Esta en Tus Manos brand to make sure the campaign stays engaging. With elections around the corner, as well as holidays it will be important to keep the message fresh and top of mind.

- Content Marketing - We have a lot of insight from the last three months on what kind | type of content the community wants to see more of. From this insight we will develop new content that will continue making sure the community is informed. While our focus has been content in Spanish, we will also incorporate English content when applicable to make sure younger Latino audiences also are informed.

- Database Formation - With possible updates about a vaccine as well as new testing sites, we propose giving our community the chance to opt in to receive updates either via email or text. Based on how this opt in feature goes, we can quickly share with the community important information. The database opt in would be provided either via social or website. Final list and assets will be turned over to Clark County at conclusion of campaign.

- Taskforce - The taskforce came together very quickly at the start of the campaign and on average we have had 30-40 members on our biweekly calls. We propose reducing the number of taskforce members and providing guidelines and expectations for their role within the taskforce. Other members will be updated via newsletter as well as the established WhatsApp group for daily communications. Taskforce will meet twice a month in the months of October, November and once in December.

- Grassroots Partnerships - We will engage with our key partners in the faith based, supermarket, business, union, radio and television industries|markets and discuss and incorporate other ways to reach our target audiences.

- Earned Media - Ongoing engagement with media partners will be essential. We will continue working closely with Clark County PIO's on developing pitches, creating awareness about key events and other important community points as they become available.

REPORTING : Reporting to Clark County will include but not limited to:

- Bi-weekly look ahead updates to Clark County with advertising, taskforce and other outreach activities.
- Monthly activity reports including impression numbers (as provided by media partners) to Clark County
- Ongoing communications with Clark County PIO's as well as SNHD and other agencies as needed
- Coordination and management of task force calls-, agendas and follow ups and tracking of activities
- Community conversation listening locally and nationally and providing feedback

AMENDMENT NO. 1
CONDUCT A COVID-19 LATINO MARKETING CAMPAIGN AND COVID-19 STAFFING RESOURCE RECRUITMENT WITH THE CARES FUNDING CFDA 21.019

EXHIBIT A

Strategy, Account and Project Management		$15,000
Public | Community Relations & Engagement		$30,000
Translations		$1,000
Creative & Advertising		$157,500
(breakdown below)	**TOTAL**	**$203,500**

Production / copywriting / content		*$ 60,000*
Media Buying (32.5k x MONTH)		*$ 97,500*
- *TV*	*30k*	
- *Radio*	*15k*	
- *Digital billboards*	*15k*	
- *Social media*	*30k*	
CM / BOT		

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: October 12, 2020
DEPARTMENT: Managers Office/Department of Social Service
DEPARTMENT CONTACT NAME: Kevin Schiller
TELEPHONE NUMBER: 702-455-3523

CONSULTANT/AGENCY/SUPPLIER: Ericka Aviles Consulting LLC
CONTACT NAME AND TITLE: Ericka Aviles, Owner
PHONE, FAX AND EMAIL ADDRESS: 10620 Southern Highlands Parkway, Suite #110-126, Las Vegas, Nevada 89141 Mobile (702) 300-7670 ericka@erickaaviles.com

CONTRACT TITLE:	
ESTIMATED AWARD AMOUNT: $701,000	
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
TERM: October 1, 2020-December 31, 2020	RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Clark County and Ericka Aviles Consulting Inc. agree to provide a continued outreach and marketing campaign to Recipient to with continued focus on raising awareness about COVID-19 within the Latino and Spanish speaking communities in Clark County and to continue recruitment and utilization of COVID-19 support services including but not limited to education and testing outreach to combat the spread of COVID-19, during the period from October 1, 2020 to December 31, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget". Ericka Aviles shall invoice Clark County on a monthly basis for successive periods of 30 days following the initial payment and delivery cost upon execution of the agreement. This effort is in accordance with NRS 332.112, Emergency Declaration issues by the Clark County Manager March 15, 2020 and funds awarded to Clark County through the Federal Cares Act.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Administrative Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE:
PURCHASING AND CONTRACTS (Manager)	APPROVAL DATE: 1.26.2021
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE:

Revised 11/9/2017

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **FAMILY PROMISE OF LAS VEGAS** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **FAMILY PROMISE OF LAS VEGAS** ("Recipient") located at 1410 S. Maryland Parkway, Las Vegas, NV 89104, proposes to provide homeless families with non-congregate emergency shelter through its FPLV BNA Shelter Program (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE HUNDRED THIRTY THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100TH DOLLARS ($130,144) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Basic Needs Assistance (BNA) Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or

injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 14th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Family Promise

Project Name: FPLV BNA Shelter Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 6,446	$ 1,960
Professional Services contracted (audit, bookkeeping, etc.)	$ 1,000	$
Rent /Insurance of facility	$ 1,467	$ 1,467
Utilities (Power, Gas, Telephone, etc.)	$ 2,400	$
Maintenance Supplies	$ 800	$
Office Supplies & Postage	$ 400	$ 400
Liability Insurance/Fidelity Bond*	$ 4,944	$
Administrative Costs (in-house bookkeeping, accounting, reports)	$ 2,683	$
DIRECT SERVICES TO COUNTY RESIDENTS		
Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions		
Homeless Services / Shelter (minimum request amount $500,000)	$90,000	$ 90,000
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$ 32,941	$ 21,917
Other: Food. Transportation	$ 14,400	$ 14,400
TOTAL PROJECT COST:	**$ 157,481**	**$ 130,144**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

FAMILY PROMISE OF LAS VEGAS

FPLV BNA Shelter Program

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE HUNDRED THIRTY THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100TH DOLLARS ($130,144) in Coronavirus Relief Funds (the "Funds") to FAMILY PROMISE OF LAS VEGAS ("Recipient") to assist with operating and program expenses associated with its Basic Needs Assistance Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

    - Assist 15 homeless households in response to the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **FAMILY PROMISE OF LAS VEGAS**

PROGRAM: BASIC NEEDS ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide non-congregate emergency shelter to 15 families	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Terry Lindemann as Executive Director of **FAMILY PROMISE OF LAS VEGAS**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **FAMILY PROMISE OF LAS VEGAS**, for the **FPLV BNA HOMELESS** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this _____ day of _____, 2020.

FAMILY PROMISE OF LAS VEGAS

By: Terry Lindemann
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on September 3, 2020, 2020
(Date)

by Terry Lindemann as Executive Director of
(Name of Person) (Title)

Terry A. Stone

(SEAL) **NOTARY PUBLIC**

TERRY A. STONE
Notary Public, State of Nevada
No. 18-2659-1
My Appt. Exp. May 31, 2022

My Commission expires: May 31, 2022

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO FAMILY PROMISE OF LAS VEGAS FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM CFDA 21.019

THIS AMENDMENT effective Jan 13, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Family Promise of Las Vegas, ("Recipient").

WHEREAS, on September 14, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 13th day of January, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: _____
Treasurer

Date: 1/13/2021

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO FAMILY PROMISE OF LAS VEGAS FOR THE
CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, Family Promise of Las Vegas ("Recipient") located at P.O. Box 270128, Las Vegas, NV 89127, possessing federal unique identifier 808208412, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide FIVE HUNDRED SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($506,700) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient

to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures.

Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

FPLV CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Family Promise of Las Vegas

Project Name: FPLV CHAP

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$1500	$0
% charged to grant		
Professional Services contracted (audit, bookkeeping, etc.)	$800	$0
Rent /Insurance of facility	$230	$0
Furniture/Fixtures and Equipment	$0	$0
Computer related (software, hardware, internet, etc.)	$1,000	$1,000
Utilities (Power, Gas, Telephone, etc.)	$75	$0
Maintenance Supplies	$0	$0
Office Supplies & Postage	$200	$0
Local Travel	$0	$0
Staff Development	$0	$0
Liability Insurance/Fidelity Bond*	$250	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$9,700	$9,700
Indirect Costs (10% De minimus allowable)	$0	$0
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$472,000	$472,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$24,000	$24,000
% charged to grant		100%
Office Space for Direct Service staff or for client use	$0	$0
Furniture/Fixtures and Equipment for client/participant space	$0	$0
Advertising / Marketing (includes brochures, client recruitment, etc.)	$0	$0
Other: _____	$8000	$0
TOTAL PROJECT COST:	$517,755	$506,700

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

Family Promise of Las Vegas

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide FIVE HUNDRED SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($506,700) in Coronavirus Relief Funds (the "Funds") to Family Promise of Las Vegas ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 80 households with rent and/or mortgage assistance to maintain their housing.
   - Assist 40 households with utility assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: Family Promise of Las Vegas

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 80 families who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Terry R. Lindemann, as Executive Director of **Family Promise of Las Vegas**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **Family Promise of Las Vegas**, for the **FPLV CHAP program**, adopted by Clark County, Nevada, on the 10th day of July, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 6th day of July, 2020.

Family Promise of Las Vegas

By: Terry R. Lindemann
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on July 06, 2020, 2020
(Date)

by Jessica L. Shoptaw as Notary of
(Name of Person) (Title)

Family Promise of Las Vegas.

(SEAL) JESSICA L. SHOPTAW
Notary Public, State of Nevada
No. 19-2258-1
My Appt. Exp. Apr. 30, 2023

Jessica L. Shoptaw
NOTARY PUBLIC

My Commission expires: April 30, 2023

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO FAMILY PROMISE OF LAS VEGAS FOR THE CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP) CFDA 21.019

This **AMENDMENT** is made and entered into as of this ____ day of _____ 2020, by and between Clark County, Nevada (hereinafter referred to as "County"), and Family Promise of Las Vegas (hereinafter referred to as "Recipient"), for resolution to grant Coronavirus Relief Funds to Family Promise of Las Vegas for the Coronavirus Housing Assistance Program (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act Coronavirus Relief Fund, which outlined $30 million for financial assistance; and

WHEREAS, on July 07, 2020, the Board of County Commissioners approved the Resolution to provide rent, mortgage, and utility assistance through CARES Housing Assistance Program with Family Promise of Las Vegas, possessing the federal unique identifier 808208412.

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by $450,000.

Where it currently reads in Section I. Scope of Services: Item A. The County will provide FIVE HUNDRED SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($506,700) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide NINE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($956,700) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Where it currently reads in Section 1. Scope of Services: Item C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30,2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

Shall now read:

Recipient will provide Performance Measurement Reports to Clark County Social Service ("CCSS") on a weekly basis during the program period beginning March 1, 2020 and ending January 31, 2021. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must submit reports and answer narrative report questions related to the Program by the 10th of each month. The submission process will be defined by CCSS.

Where it currently reads in Section III. Financial Management: Item E: The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single upload packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Shall now read:

The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. Additional advances may be approved by County Management.

An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly, at a minimum. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request.

The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient.

Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for advances and supporting documentation as directed by the County. Information on how to submit requests will be provided upon Resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Where it currently reads in Section IV. Expiration, Modification or Revocation of Resolution: Item A: This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

Shall now read:

This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020. A time extension of up to six months may be authorized by the Administrator of Human Services, or their designated representative, if additional time is approved by the Federal Government regarding the use of the Funds and if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project, or funding source of the County.

Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Administrator of Human Services, on an annual fiscal year basis for a period of up to four additional years in addition to that provided in Section IV A. for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Administrator of Human Services, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CCSS of the efficacy of Recipient's services.

Where it currently reads in Exhibit "A" FAMILY PROMISE OF LAS VEGAS Program Budget

ATTACHMENT 2

Proposed CHAP Budget & Budget Justification

Agency Name: Family Promise of Las Vegas

Project Name: FPLV CHAP

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	Total Project Amount (round up to nearest dollar)	Requested Portion Only (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 1500	$0
% charged to grant		
Professional Services contracted (audit, bookkeeping, etc.)	$800	$0
Rent/Insurance of facility	$250	$0
Furniture/Fixtures and Equipment	$0	$0
Computer related (software, hardware, internet, etc.)	$1,000	$1,000
Utilities (Power, Gas, Telephone, etc.)	$75	$0
Maintenance Supplies	$0	$0
Office Supplies & Postage	$200	$0
Local Travel	$0	$0
Staff Development	$0	$0
Liability Insurance/Fidelity Bond*	$250	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$9,700	$9,700
Indirect Costs (10% De minimus allowable)	$0	$0
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$472,000	$472,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library.		
Staff & Fringe necessary to provide services to clients	$24,000	$ 24,000
% charged to grant		100%
Office Space for Direct Service staff or for client use	$0	$0
Furniture/Fixtures and Equipment for client/participant space	$0	$0
Advertising / Marketing (includes brochures, client recruitment, etc.)	$0	$0
Other:	$8000	$0
TOTAL PROJECT COST:	$517,755	$506,700

*Liability Insurance and Fidelity Bonding if required (if reimbursed and may be paid through grant funds)

1

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	**Amount**
Direct Services	$946,000
Operations	$10,700
TOTAL PROJECT COST:	$956,700

Where it currently reads in Exhibit "B" Scope of Services:

1. The County will provide FIVE HUNDRED SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($506,700) in Coronavirus Relief Funds (the "Funds") to Southern Nevada CHIPS Community Health Improvement Program ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Shall now read:

1. The County will provide NINE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED AND NO/100TH DOLLARS ($956,700) in Coronavirus Relief Funds (the "Funds") to Southern Nevada CHIPS Community Health Improvement Program ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Where it currently reads in Exhibit "B" Scope of Services, Item 2: During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

Shall now read:

During the Program year ending December 30, 2020, Recipient will provide rent, mortgage, and/or utility assistance to qualified households, as further defined in the Policy Manual, in its most recent version.

Where it currently reads in Exhibit "B" Scope of Services, Item 3:

- Assist 80 households with rent and/or mortgage assistance to maintain their housing.
- Assist 40 households with utility assistance to maintain their housing.
- Prevent evictions that would occur as a result of the COVID-19 Pandemic.

Add:

- Additional households will be served based on the eligible household assessments, need, and availability of funding.

Where it currently reads in Exhibit "C" Performance Measurement:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 80 families who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 01/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

Shall now read:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS WEEK	YEAR TO DATE
Prevent eviction of at least 80 households who have been impacted by COVID-19	Total # served this week ONLY Unduplicated Households and Individuals assisted (specify) this week ONLY	Total unduplicated # served

NARRATIVE REPORT: Submit per direction of CCSS, weekly reports due: 8/10/2020 through 01/10/2021.

This Amendment No. 1 represents a change in the budget to enable the provider to employ competent staff and provide rent, mortgage, and utility assistance.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

FAMILY PROMISE OF LAS VEGAS

By: _____
TERRY LINDEMANN, Executive Director

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on November 12 (DATE), 2020

By Terry Lindemann (NAME OF PERSON) as Executive Director (TITLE) of

FAMILY PROMISE OF LAS VEGAS.

_____
NOTARY PUBLIC

(SEAL)

TERRY A. STONE
Notary Public, State of Nevada
No. 18-2659-1
My Appt. Exp. May 31, 2022

My Commission expires: 05/31/2022

HELP OF SOUTHERN NEVADA
MCIT COVID19 RESPONSE TEAM

SCOPE OF SERVICES

1.0 Scope of Project

Clark County (COUNTY) will administer County funds to assist with the cost of operating a MCIT COVID19 Response Team (PROGRAM) that will provide care coordination services for medically fragile and highly vulnerable clients experiencing homelessness. The goal of the project is to ensure access to necessary resources and case management to promote a heathy stable recovery during the COVID19 crisis. The PROGRAM shall provide services directly at sites that provide a safe location for persons experiencing homelessness. All services must be easily accessible and evaluated for effectiveness on a regular basis.

Clark County will authorize funds made available for the 2019/2020 program year commencing from date of execution thru September 30, 2020 with the option to renew monthly, up to six (6) months. The PROGRAM services shall be provided to households experiencing homelessness free of charge and with reasonable restrictions on the length of stay for the entire contract period.

2.0 Target Population and Eligibility Criteria

a. Served population must meet the definition of homeless as previously defined.
b. Medically fragile and highly vulnerable clients.
c. Require medical stabilization services to include care coordination, case management, referrals, etc.

3.0 Services

The purpose of this section is to provide a description of the services the PROVIDER is responsible to deliver. The intent of the MCIT COVID19 Response Team is to provide crisis care coordination, case management and wrap around supportive services to medically fragile and highly vulnerable clients experiencing homelessness. These services may include the following (*where applicable*):

a. Conduct intake interviews and assess client needs;
b. Provide basic case management services that may include:
    i. Planning: to develop a specific, comprehensive, individualized plan
    ii. Linkage: to transfer clients to necessary services and treatments provided in the community
    iii. Client Advocacy: to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services
    iv. Crisis Intervention: assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services
    v. Resource Development: attempting to create additional services or resources to address the needs of clients
    vi. Discharge Planning: implementing many of the above functions again to help client plan to transition from one type of setting or service program to another
c. Provide mental health support services;
d. Assist clients with access to health care services;

e. Provide direct supportive services;
f. Monitor non-medical progress and address additional needs of client;
g. Organize and facilitate daily group activities as needed safely for staff and clients;
h. Help clients develop and navigate their health and discharge plans;
i. Facilitate all necessary after care appointments;
j. Be available to address questions or concerns;
k. Collect and maintain accurate data;
l. Enter real-time client data into HMIS/CMIS systems.
m. Manage functions associated with matching referred clients to appropriate COVID-19 programs utilizing a specially created queue in HMIS.

All services should:

- include clear communication regarding assistance. In some instances, limited case management may continue if appropriate or requested by the household.

- be provided from a client-centered and client-driven service perspective. Clients should be actively engaged in problem solving conversations. A strengths-based approach to empower households should be used.

4.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how the PROVIDER is expected to utilize the allocated funding to provide the highest quality of service to meet the necessary service provisions of the grant. The PROVIDER will:

A. **Ensure the operation of the PROGRAM is in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable Federal, state and local regulations**. PROVIDERS are expected remain bound by the terms of this scope of work and PROVIDERS are encouraged to contact the COUNTY regarding unique client issues that may require flexibility with the provisions of this scope of work. Any deviation must be approved by the COUNTY in writing.
B. **Utilize Trauma-Informed Care and Motivational Interviewing:** A Harm Reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment. PROVIDER shall adhere to all Continuum of Care and performance standards and requirements including recommendations from the regional planning process for creation and improvement of an effective homeless crisis response system.
C. **Comply with Equal Access Rule:** In alignment with the Equal Access Rule, PROVIDERS will provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule.
D. **Support community efforts to rapidly return households to housing:** PROVIDER will practice diversionary or rapid resolution problem-solving techniques and/or work closely to ensure clients exit shelter for permanent housing as quickly as possible.
E. **Participate in Homeless Management Information System (HMIS):** PROVIDER will enter data in a timely manner into HMIS in alignment with the Nevada HMIS Data Quality Plan.
F. **Regularly report performance:** PROVIDER will be responsible for reporting on outcomes including reducing the length of homelessness episodes, increasing exits to permanent housing, and reducing returns to homelessness.
G. **Additional Responsibilities**:

1. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. To provide stabilization to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities, higher level case management and housing stabilization positions should be provided.
2. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
3. Enter and update agency and program information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to the COUNTY's authorized representative.
4. Enter real-time client service information into HMIS (to include recording the client's location on the Location tab whenever possible); and complete reports in grant management system e-CImpact by the 15th of each month. Monthly reports will be generated from data collected in HMIS.
5. Establish such fiscal and accounting procedures necessary to ensure the proper disbursal of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performance and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY and PROVIDER.
6. PROVIDER must submit to COUNTY's authorized representative a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes documentation of services provided via housing census reports from HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support the PROGRAM.
7. PROVIDER shall provide written notice to COUNTY of any program changes during the lifecycle of the contract for which COUNTY's funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and PROVIDER.
8. PROVIDER is responsible to participate with the COUNTY within the local Continuum of Care (CoC) in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
9. PROVIDER agrees to ensure, to the maximum extent practicable, that individual and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for the PROGRAM.

H. PROVIDER will certify to:

1. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the PROGRAM;

2. Ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM;
3. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

I. PROVIDER will perform activities to ensure proper PROGRAM administration, including, but not limited to the following:

1. Perform all eligibility determination and documentation;
2. Record all client service transactions, case notes, and supporting documentation as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada Data Quality Plan;
3. Track all data and performance results specific to evidenced based practices and client outcomes;
4. Ensure all appropriate staff are trained in relevant best practices;
5. Ensure all appropriate staff are trained in and understand HMIS utilization expectations;
6. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

5.0 Performance Outcomes

All outcomes align with the vision of Clark County Social Service, which is self-sufficiency for at-risk people through a variety of services. The performance outcomes may vary depending upon which services (A, B, C, or D) are provided and the following is not all inclusive:

Outcome #1 (MEDICAL): Participants will have increased access to supports that address immediate health and safety needs.	
Major Tasks Necessary to Realize Outcomes:	**Output Resulting from Tasks:**
Staff will assess client to determine immediate needs and work toward continuity toward appropriate level of care.	Number of assessments administered Number of client action plans established
Staff make appropriate referrals.	Number of referrals
Staff will support clients in improving and maintaining their medical stability.	Number of medical services provided
Target & Indicator: 70% of clients that require services will receive services.	
Outcome Measurements: HMIS – Number of clients provided and/or referred for services that obtain services. (Client follow-up and documentation into HMIS).	

Outcome #2 (DATA QUALITY): Data quality will be improved through complete, accurate, and current client records.	
Major Tasks Necessary to Realize Outcomes:	**Output Resulting from Tasks:**
Staff will enter program participant information into HMIS as completely as possible.	Number of complete client profiles (complete data fields)
Staff notes will maintain case notes and client contact information in HMIS in a current timely manner.	Number of client records that reflect a case plan as well as monthly service and transaction.
Target & Indicator: 80% possible points scored in HMIS Participation and Data Quality section of HMIS Performance Monitoring Report.	
Outcome Measurements: HMIS – Points scored per scoring logic associated with HMIS Participation and Data Quality section of Performance Monitoring Report.	

6.0 Quality Assurance

1. An annual progress report describing the PROGRAM'S progress and activity is due within 30 days of the end of a PROGRAM year. This report will be generated from HMIS and e-CImpact.
2. Monthly and quarterly reports describing the PROGRAM'S progress and activity are being required by the funder. Reports will be generated using information entered into HMIS and e-CImpact.
3. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with agency leadership to discuss programs. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.
4. CCSS will evaluate the PROVIDER's performance under this contract on a regular basis. Such evaluation shall include assessing the PROVIDER's compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.
5. Client outcomes (measures of what happens to participants after receiving the service) will be reported with focus on the service provision areas; outcomes that address stability in the areas of housing, income, medical, mental health, substance treatment, and overall self-sufficiency; and the performance outcomes described in the previous section.
6. PROVIDER must submit status reports to support the program services and salary expenses and benefit realized by the COUNTY for PROGRAM support. A standard reporting format will be generated from HMIS, in addition to a narrative section regarding program highlights. PROVIDER will also provide operating budget information at least twice per year.
7. PROVIDER is expected to strive for and maintain a 100% HMIS participation and data quality standard.

7.0 Performance Requirements

1. Enter real-time client service information in the Homeless Management Information System (CMIS/HMIS) database;
2. Number of clients served by the PROVIDER;
3. Number of clients who were referred to and received an appointment with a health care provider;
4. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services;
5. Number of clients self-selected out of the program, including the number of days in services; and
6. Other items determined to be pertinent to the assessment of the program.

8.0 Compensation

1. COUNTY agrees to pay PROVIDER for performance of services described in this Scope of Work not to exceed the amount of **three hundred ninety-seven thousand eight hundred and four dollars ($397,804).** The COUNTY's obligation to pay PROVIDER cannot exceed this amount. It shall be the PROVIDER's responsibility to ensure the hours and tasks are properly budgeted. PROVIDER shall submit to COUNTY a monthly invoice and summary of services in a format provided by the COUNTY.
2. Upon compliance with the requirements in this Contract, PROVIDER shall be compensated based on the line item budget as outlined in the Budget section below.
3. The PROVIDER may draw down advance program money once at the commencement of the PROJECT for each month of this Resolution. Such advance shall not exceed an amount equal to 2 months of the total PROJECT budget dependent on COUNTY determination of need and types of expenses. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. Requests must include detailed justification and spending plan regarding advance funds. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.
4. COUNTY may require budget revisions, with notice, depending upon funding levels. The program capacity and funding may be increased or scaled back based on community need and/or provider performance.

All other remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract.

9.0 Budget

The table below reflects a budget that corresponds to a six-month scope of work:

Budget: MCIT COVID19 Response Team		
Program Costs	$	345,917
Flat Administrative Fee	$	51,887
Total Annual Not-to-Exceed Amount	**$**	**397,804**

The Assistant Director of Social Service may authorize line item budget adjustments not exceeding 10% of the annual award in writing; all other modifications require approval from the Assistant County Manager or his designee.

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO HELP OF SOUTHERN NEVADA FOR THE
CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, HELP of Southern Nevada ("Recipient") located at 1640 East Flamingo Road, Suite 100, Las Vegas, NV 89119, possessing federal unique identifier 165099326, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($2,216,114) in CARES Act Coronavirus Relief Funds (the

"Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures.

Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

HELP CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: HELP of Southern Nevada
Project Name: CC CARES Housing Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$54,375	$
% charged to grant		0%
Professional Services contracted (audit, bookkeeping, etc.)	$8,090	$
Rent /Insurance of facility	$	$
Furniture/Fixtures and Equipment	$3,937	$
Computer related (software, hardware, internet, etc.)	$1,605	$
Utilities (Power, Gas, Telephone, etc.)	$27,623	$3,633
Maintenance Supplies	$46,192	$
Office Supplies & Postage	$21,413	$
Local Travel	$24,398	$
Staff Development	$7,319	$
Liability Insurance/Fidelity Bond*	$14,317	$
Administrative Costs (in-house bookkeeping, accounting, reports)	$	$
Indirect Costs (10% De minimus allowable)	$399,282	$201,465
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$3,061,785	$1,360,800
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$975,301	$192,516
% charged to grant		19.74%
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$
Other: _____	$1,605,505	$457,700
TOTAL PROJECT COST:	$6,251,142	$2,216,114

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

HELP of Southern Nevada

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide TWO MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($2,216,114) in Coronavirus Relief Funds (the "Funds") to HELP of Southern Nevada ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 400 households with rent assistance to maintain their housing.
   - Assist 300 households with utility assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: HELP of Southern Nevada

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 400 households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

July 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Fuilala Riley, as President & CEO of **HELP of Southern Nevada**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **HELP of Southern Nevada**, for the **HELP CHAP program**, adopted by Clark County, Nevada, on the _____ day of _____, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 6th day of July, 2020.

HELP of Southern Nevada

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on 7-6-2020, 2020
(Date)

by Fuilala Palelei-Riley as CEO of
(Name of Person) (Title)

HELP of Southern Nevada.

(SEAL)

NOTARY PUBLIC

ASHLEY JEAN GONZALEZ
Notary Public, State of Nevada
No. 14-13516-1
My Appt. Exp. Mar. 7, 2022

My Commission expires: 3-7-2022

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO HELP OF SOUTHERN NEVADA FOR THE CARES HOUSING ASSISTANCE PROGRAM (CHAP) CFDA 21.019

This AMENDMENT is made and entered into as of this 19th day of Nov. 2020, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "County"), and HELP OF SOUTHERN NEVADA (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to HELP of Southern Nevada for the CARES Housing Assistance Program (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act Coronavirus Relief Fund, which outlined $30 million for financial assistance; and

WHEREAS, on July 07, 2020, the Board of County Commissioners approved the Resolution to provide rent, mortgage, and utility assistance through CARES Housing Assistance Program with HELP of Southern Nevada, possessing the federal unique identifier 165099326.

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by $1,000,000.

Where it currently reads in Section I. Scope of Services: Item A. The County will provide TWO MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($2,216,114) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide THREE MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,216,114) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Where it currently reads in Section 1. Scope of Services: Item C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30,2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

Shall now read:

Recipient will provide Performance Measurement Reports to Clark County Social Service ("CCSS") on a weekly basis during the program period beginning March 1, 2020 and ending January 31, 2021. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must submit reports and answer narrative report questions related to the Program by the 10th of each month. The submission process will be defined by CCSS.

Where it currently reads in Section III. Financial Management: Item E: The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single upload packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Shall now read:

The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. Additional advances may be approved by County Management.

An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly, at a minimum. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request.

The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient.

Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for advances and supporting documentation as directed by the County. Information on how to submit requests will be provided upon Resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Where it currently reads in Section IV. Expiration, Modification or Revocation of Resolution: Item A: This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

Shall now read:

This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020. A time extension of up to six months may be authorized by the Administrator of Human Services, or their designated representative, if additional time is approved by the Federal Government regarding the use of the Funds and if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project, or funding source of the County.

Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Administrator of Human Services, on an annual fiscal year basis for a period of up to four additional years in addition to that provided in Section IV A. for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Administrator of Human Services, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CCSS of the efficacy of Recipient's services.

Where it currently reads in Exhibit "A" HELP CHAP Program Budget

ATTACHMENT 2

Proposed CHAP Budget & Budget Justification

Agency Name: HELP of Southern Nevada

Project Name: CC CARES Housing Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	Total Project Amount (round up to nearest dollar)	Requested Portion Only (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$54,375	$
% charged to grant		0%
Professional Services contracted (audit, bookkeeping, etc.)	$6,090	$
Rent/Insurance of facility	$	$
Furniture/Fixtures and Equipment	$3,937	$
Computer related (software, hardware, internet, etc.)	$1,805	$
Utilities (Power, Gas, Telephone etc.)	$27,625	$3,833
Maintenance Supplies	$46,192	$
Office Supplies & Postage	$21,413	$
Local Travel	$24,386	$
Staff Development	$7,319	$
Liability Insurance/Fidelity Bond*	$14,317	$
Administrative Costs (in house bookkeeping, accounting, reports)	$	$
Indirect Costs (10% De minimus allowable)	$399,282	$201,466
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $1,000)	$3,061,785	$1,360,800
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$975,301	$192,516
% charged to grant		19.74%
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$
Other	$1,805,505	$457,700
TOTAL PROJECT COST:	$6,251,142	$2,216,114

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	Amount
Direct Services	$3,111,016
Operations	$105,098
TOTAL PROJECT COST:	$3,216,114

Where it currently reads in Exhibit "B" Scope of Services:

1. The County will provide TWO MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($2,216,114) in Coronavirus Relief Funds (the "Funds") to THE SALVATION ARMY, A CALIFORNIA CORPORATION ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Shall now read:

1. The County will provide THREE MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,216,114) in Coronavirus Relief Funds (the "Funds") to THE SALVATION ARMY, A CALIFORNIA CORPORATION ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Where it currently reads in Exhibit "B" Scope of Services, Item 2: During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

Shall now read:

During the Program year ending December 30, 2020, Recipient will provide rent, mortgage, and/or utility assistance to qualified households, as further defined in the Policy Manual, in its most recent version.

Where it currently reads in Exhibit "B" Scope of Services, Item 3:

- Assist 400 households with rent assistance to maintain their housing.
- Assist 300 households with utility assistance to maintain their housing.
- Prevent evictions that would occur as a result of the COVID-19 Pandemic.

Add:

- Additional households will be served based on the eligible household assessments, need, and availability of funding.

Where it currently reads in Exhibit "C" Performance Measurement:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 400 households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 01/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

Shall now read:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS WEEK	YEAR TO DATE
Prevent eviction of at least 400 households who have been impacted by COVID-19	Total # served this week ONLY Unduplicated Households and Individuals assisted (specify) this week ONLY	Total unduplicated # served

NARRATIVE REPORT: Submit per direction of CCSS, weekly reports due: 8/10/2020 through 01/10/2021.

PROVIDER:

HELP OF SOUTHERN NEVADA

By: _____
FUILALA RILEY, President and CEO

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on November 18 (DATE), **2020**

By Fuilala Riley (NAME OF PERSON) **as** CEO (TITLE) **of**

HELP of Southern Nevada.

(SEAL)

ASHLEY JEAN GONZALEZ
Notary Public, State of Nevada
No. 14-13516-1
My Appt. Exp. Mar. 7, 2022

_____
NOTARY PUBLIC

My Commission expires: 3-07-2022

This Amendment No. 1 represents a change in the budget to enable the provider to employ competent staff and provide rent, mortgage, and utility assistance.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

AMENDMENT NO. TWO

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO HELP OF SOUTHERN NEVADA FOR THE CARES HOUSING ASSISTANCE PROGRAM (CHAP) CFDA 21.019

This **AMENDMENT** is made and entered into as of this 20th day of Jan. 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "County"), and HELP OF SOUTHERN NEVADA (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to HELP of Southern Nevada for the CARES Housing Assistance Program (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act Coronavirus Relief Fund, which outlined $30 million for financial assistance; and

WHEREAS, on July 07, 2020, the Board of County Commissioners approved the Resolution to provide rent, mortgage, and utility assistance through CARES Housing Assistance Program with HELP of Southern Nevada, possessing the federal unique identifier 165099326.

WHEREAS, on November 18, 2020, the Parties agreed to amend this Resolution to increase the amount of the budget by $1,000,000

NOW, THEREFORE, the Parties desire to amend this Resolution and Amendment No. 1 to increase the amount of the budget by $220,000.

Where it currently reads in Section I. Scope of Services: Item A. The County will provide THREE MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,216,114) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide THREE MILLION FOUR HUNDRED THIRTY-SIX ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,436,114) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Where it currently reads in Exhibit "A" HELP CHAP Program Budget

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	**Amount**
Direct Services	$3,111,016
Operations	$105,098
TOTAL PROJECT COST:	$3,216,114

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	**Amount**
Direct Services	$3,331,016
Operations	$105,098
TOTAL PROJECT COST:	$3,436,114

Where it currently reads in Exhibit "B" Scope of Services:

1. The County will provide THREE MILLION TWO HUNDRED SIXTEEN ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,216,114) in Coronavirus Relief Funds (the "Funds") to HELP OF SOUTHERN NEVADA ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

Shall now read:

2. The County will provide THREE MILLION FOUR HUNDRED THIRTY-SIX ONE HUNDRED FOURTEEN AND NO/100TH DOLLARS ($3,436,114) in Coronavirus Relief Funds (the "Funds") to HELP of Southern Nevada ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

This Amendment No. 2 represents a change in the budget to enable the provider to employ competent staff and provide rent, mortgage, and utility assistance.

Except as expressly amended in this Amendment No. 2, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

HELP OF SOUTHERN NEVADA

By: _____
FUILALA RILEY, President and CEO

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on January 20, 2021~~2020~~
(DATE)

By Fuilala Riley as President | CEO of
(NAME OF PERSON) (TITLE)

HELP of Southern Nevada.

HOLLY M. BRYANT
Notary Public, State of Nevada
No. 20-1003-01
My Appt. Exp. April 23, 2024

Holly M Bryant
NOTARY PUBLIC

(SEAL)

My Commission expires: April 23, 2024

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO HOPELINK OF SOUTHERN NEVADA FOR THE
CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, HopeLink of Southern Nevada ("Recipient") located at 178 Westminster Way, Henderson, NV 89015, possessing federal unique identifier 137358391, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100TH DOLLARS ($2,150,000) in CARES Act Coronavirus Relief Funds (the "Funds") to

Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures.

Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: Yolanda T. King
YOLANDA T. KING, COUNTY MANAGER

ATTEST:
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Steven Lawkert
Deputy District Attorney

EXHIBIT "A"

HOPELINK CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: HopeLink of Southern Nevada
Project Name: HopeLink COVID Response

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$	$
% charged to grant		
Professional Services contracted (audit, bookkeeping, etc.)	$	$
Rent /Insurance of facility	$	$
Furniture/Fixtures and Equipment	$	$
Computer related (software, hardware, internet, etc.)	$ 10500	$ 10500
Utilities (Power, Gas, Telephone, etc.)	$	$
Maintenance Supplies	$	$
Office Supplies & Postage	$ 1500	$ 1500
Local Travel	$	$
Staff Development	$	$
Liability Insurance/Fidelity Bond*	$	$
Administrative Costs (in-house bookkeeping, accounting, reports)	$	$
Indirect Costs (10% De minimus allowable)	$ 195400	$ 195400
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$ 1815375	$ 1815375
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$ 126625	$ 126625
% charged to grant		
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$ 600	$ 600
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$
Other:	$	$
TOTAL PROJECT COST:	$ 2150000	$ 2150000

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

HopeLink of Southern Nevada

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide TWO MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100TH DOLLARS ($2,150,000) in Coronavirus Relief Funds (the "Funds") to HopeLink of Southern Nevada ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 720 households with rent and/or mortgage assistance to maintain their housing.
   - Assist 720 households with utility assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: HopeLink of Southern Nevada

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 720 households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

July 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Aaron Sheets, as Director of Operations & Finance of **HopeLink of Southern Nevada**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **HopeLink of Southern Nevada**, for the **CARES Housing Assistance Program**, adopted by Clark County, Nevada, on the _____ day of _____, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 6th day of July, 2020.

HopeLink of Southern Nevada

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on July 6, 2020
(Date)

by Aaron Sheets as Director of Operations & Finance of
(Name of Person) (Title)

HopeLink of Southern Nevada.

(SEAL)

NOTARY PUBLIC

JUWAN LYDELL TURNER
Notary Public, State of Nevada
Appointment No. 20-5429-01
My Appt. Expires Mar 25, 2024

My Commission expires: 03-25-2020

PD-6 Attached

EMERGENCY TEMPORARY OCCUPANCY AGREEMENT

Preamble

THIS TEMPORARY OCCUPANCY AGREEMENT (this "Agreement"), made and entered into this 3rd day of June, 2020 by and between MCR HENDERSON LLC hereinafter called the "Owner," and CLARK COUNTY, hereinafter called the "Agency."

WITNESSETH

Description

1. Owner hereby authorizes Agency and Agency hereby hires from Owner those certain premises "AS IS" with appurtenances situated in the City of Henderson, County of Clark, State of Nevada, and more particularly described as follows:

The entire Hilton Garden Inn (the "Hotel") as outlined in red on the attached Exhibit "A" aerial site, hereby being incorporated into this occupancy agreement, and including all nonexclusive unobstructed parking spaces contiguous to the subject hotel building that are part of the Hotel and owned by Owner, and including all furnishings, fixtures and equipment located therein, but excluding the areas or items described in Exhibit "B". The Hotel other than the Excluded Areas shall be referred to herein as the "Occupied Space", the "premises" or the "occupied premises" and the foregoing excluded areas are sometimes referred to herein as the "Excluded Areas".

Agency shall have access to and use of the occupied premises set forth in this occupancy agreement 24 hours per day, seven (7) days per week during the Term provided below. Agency shall have no right to use or enter the Excluded Areas at any time without the prior written consent of Owner in its sole discretion.

Term

2. The term of this occupancy agreement shall commence on June 4, 2020 (the "Commencement Date") and shall expire at 11:59 p.m. on the date that is 60 days after the Commencement Date, with such rights of termination as may be hereinafter expressly set forth (the "Initial Term"). The Initial Term of this occupancy agreement will be automatically extended for successive periods of thirty (30) days each, unless Agency elects not to so extend by giving seven (7) days prior written notice to Owner.

Early Termination

3. Agency may terminate the Initial Term of this occupancy agreement at any time by giving written notice to Owner at least seven (7) days prior to the date when such termination shall become effective. Owner may terminate this occupancy agreement at any time by giving written notice to Agency at least thirty (30) days prior to the date when such termination shall become effective. If Agency fails to complete its move out and comply with all actions required under this occupancy agreement in connection with expiration or earlier termination of this occupancy agreement (including, without limitation, the requirements of Sections 11 and 16 below) and/or remains in the premises, additional consideration shall be paid in accordance with section 4, based on the actual number of days Agency occupies the premises and/or fails to comply with such required actions following the effective date of termination.

Consideration

4. A fee for use of the Occupied Space or portions of the Occupied Space shall be paid by Agency to Owner, from legally available funds at a rate of EIGHTY-NINE DOLLARS ($89) per room per day. Such rate includes utilities and all applicable taxes, as Agency is a tax-exempt entity. Owner will invoice Agency for accrued fees and expenses on a weekly basis, and invoiced amounts will be due and payable within 30 days. Payments shall be paid to Owner at the address specified in Paragraph 5 or to such other address as Owner may designate by a notice in writing.

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; 3) provided to either Party in hand; or 4) emailed to the email provided by each Party below:

To Owner:

MCR Henderson LLC
1503 LBJ Freeway, Suite 300
Dallas, Texas 75234
Email: legal@mcrinvestors.com

To Agency: Clark County Nevada
County Manager's Office
500 S. Grand Central Pkwy
6th Floor
Las Vegas, NV 89106
Email: Kevin.Schiller@clarkcountynv.gov

Consideration and other payments due hereunder shall be made payable to Owner and mailed to the address above.

The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces that are part of the occupied premises, upon the Commencement Date, shall be unobstructed by Owner and its agents and completely accessible for Agency's use.

Services, Utilities, and Supplies

7. Owner, including through a third party that Owner has engaged to manage or operate the Hotel ("Manager"), at Owner's sole cost and expense, during the term of this occupancy agreement shall furnish or cause to be furnished the following services, utilities, and supplies to the area occupied by Agency, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc. which Agency shares with other users, if any:

A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
B. Elevator (if any) service.
C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
D. Those services further described in Exhibit B.

In the event of failure by Owner to furnish any of the above services, utilities and supplies in a satisfactory manner, Agency may furnish the same at its own cost.

Repair and Maintenance

8. During the term of this occupancy agreement, Agency shall maintain the occupied premises and all furnishings, fixtures and equipment therein in good repair and condition. In addition, Agency agrees that it will follow the reasonable directives of Owner and Manager representatives regarding the use and occupancy of the Hotel its furnishings, fixtures and equipment therein during the term of this occupancy agreement.

Assignment and Subletting

9. Agency shall not assign this occupancy agreement or any of its rights or obligations hereunder or sublet the Occupied Space without the express prior written consent of Owner. If Owner gives its consent to any assignment or subletting, Agency shall at all times remain fully responsible and liable for compliance with all of Agency's obligations under this Agreement.

Destruction

10. If the occupied premises are destroyed in whole or in part by fire or other casualty, this occupancy agreement shall automatically terminate.

Surrender of Occupancy

11. Upon termination or expiration of this occupancy agreement, Agency will peacefully surrender to Owner the occupied premises, including all furniture, fixtures, equipment and soft goods, in as good order and condition and repair as when received, except for reasonable, ordinary use and wear thereof consistent with the use of the occupied premises as a hotel and damage by fire or other casualty over which Agency has no control, and otherwise in the condition required pursuant to Section 16 below. Agency shall ensure, at no cost to Owner, that all its employees, guests, and invitees have completely vacated the Hotel prior to the termination of this Agreement.

If Agency fails to surrender the occupied premises to Owner on the date and in the condition required hereby or by any other provision of this Agreement and to take all other actions required by this Agreement in connection with termination, Agency shall be liable for all costs incurred by Owner (or third parties under contract with Owner) to repair or restore the occupied premises to the condition it was in prior to occupancy, normal wear and tear excepted, or to satisfy such other obligations. Agency's liability under this section shall survive the expiration or earlier termination of the Agreement.

Time of Essence, Binding upon Successors

12. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns to the respective parties hereto, subject to the restrictions on assignment and subletting hereunder. If more than one person or entity has executed this Agreement as "Agency" or as "Owner", the obligations of such persons or entities hereunder will be joint and several with respect to the applicable party.

No Oral Agreements

13. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

14. Agency is self-insured in accordance with Nevada law to the levels required to perform under this Agreement. Agency will defend, settle and without limitation satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage arising out of this occupancy agreement.

Hazardous Substance

15. Agency agrees that it will, and will cause its vendors, employees, agents, guests and other invitees to the occupied premises to, comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event Owner or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of any illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, during Agency's occupancy of the occupied premises (except to the extent caused by

Owner), Agency shall indemnify, defend, and hold harmless any of these individuals against such liability. Where Agency is found to be in breach of this provision due to the issuance of a government order directing Agency to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Agency or any person acting under Agency's direct control and authority, Agency shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner or any of its affiliates, successors, principals, employees, or agents in connection with or in response to such government order.

Restoration of Premises

16. Prior to the termination of this occupancy agreement, Owner agrees that the equipment installed by Agency shall be and remain the property of Agency, and Agency shall remove such property when vacating the premises. Agency shall restore the Occupied Space, to the condition as originally received by Agency and existing prior to the installation of any of Agency's property, including, without limitation, restoration and repair of all surfaces, floors, walls, ceilings, including restoring damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, and including restoration and repair of all furnishings, fixtures and equipment. Agency shall clean the premises per the then current health and safety protocols established by public health officials during the term and immediately prior to vacating the premises. If the Occupied Space is used by Agency for any medical service purposes, including but not limited to the care or lodging of persons diagnosed with or suspected to be infected with COVID-19 (the "coronavirus"), then prior to surrendering the premises to Owner, Agency shall, at its sole cost and expense, clean the entire Hotel according to then current medical grade sanitization standards. Such medical grade sanitization by Agency shall receive the approval of the relevant local, state, and/or federal health authorities certifying that the Hotel was properly cleaned and is safe to reopen to the general public.

Operational Hand-off

17. Owner shall provide operational hand-off with instructions as needed and as of the Commencement Date, the hotel shall be completely vacated and no staff, including contractors, except those necessary to perform services in accordance with Exhibit B will be permitted to enter without prior authorization from Agency.

Taxes

18. Agency is solely responsible for all applicable tax liabilities with respect to Agency's use and occupancy of the Hotel, including any applicable occupancy and sales taxes.

No Tenancy; Relief from Eviction Laws

19. In no event will this Agreement be deemed or construed to run with the land or create any tenancy or other permanent possessory rights on the part of Agency or its invitees. This Agreement does not create any recordable interest and will not be recorded in any land records. No tenancy and/or eviction laws, regulations, rules, requirements, processes and proceedings ("Eviction Laws") shall be applicable with respect to the use of the Hotel by Agency and its invitees hereunder. Agency shall waive the applicability of all Eviction Laws with respect to the Hotel and ensure that any and all other applicable government entities, agencies, instrumentalities, subdivisions or other bodies of any regional, local or other governments waive any such Eviction Laws. In the event any individual is claiming tenancy rights, then Agency, at Agency's sole cost and expense, shall take all such necessary actions to remove such individual from the premises prior to expiration or termination of the Agreement.

Permitted Use

20. Agency may use the Occupied Space solely for the purposes outlined in Exhibit B, and for no other purpose.

Agency's Operations

21. With the exception of those services listed in Exhibit B, Agency will be solely responsible for providing the resources necessary for conducting its operations and activities at the Occupied Space, including without limitation providing all necessary staffing and providing for the safety and security of its invitees, and Agency is responsible for the costs of its operations. Agency, at its sole cost and expense, during the term of this Agreement shall furnish all consumable items used at the Occupied Space including food and beverages, amenities, fuel, cleaning materials,

printed materials, and other similar items as well as all non-consumable items including all china, glassware, linens, silverware, uniforms and other similar items. Any alcoholic beverages stored at the Hotel will not be used or accessed by Agency, its employees, guests, or invitees. Agency shall ensure that its operations and activities at the Occupied Space at all times comply with this Agreement and all applicable laws and regulations.

Licenses & Permits (Including Liquor Licenses); Zoning

22. Owner shall, at Owner's sole cost and expense, be responsible to maintain all licenses, permits, or other similar authorizations required for operations in effect as of the Commencement Date of this Agreement. This obligation shall include renewal (or cooperating with Agency for the renewal, as applicable) of any permits for the premises that expire or need to be renewed during the term of this Agreement. Agency shall comply with (or obtain the necessary waivers of) all zoning requirements for its operation on the premises during the term of this Agreement.

In addition, Agency will work with any other government agencies and instrumentalities, whether state or local, that have jurisdiction over the Hotel to ensure that Agency's occupancy of the Occupied Space will not in any way affect the liquor license (if any), certificate of occupancy, zoning permits or exceptions, or any other licenses, permits, or approvals for the Hotel or the property on which the Hotel is located in effect as of the Commencement Date, and to the extent allowable that any issues with the foregoing will be tolled during the duration of Agency's occupancy.

Indemnification

23. [Intentionally omitted].

Liens

24. Agency agrees to keep the Occupied Space, the Hotel and all equipment and property of Owner or Manager free and clear of any and all liens for work performed or materials furnished to or at the request of or with the permission of Agency.

Alterations

25. Agency shall not perform any alterations (including, for example, any modification, demolition or reconfiguration of, or any improvement) to the Occupied Space or other portions of the Hotel without the prior written consent of Owner in its sole discretion.

No Use of Names

26. Agency agrees not to use the name of the Hotel, the name of Owner or its affiliates, the name of Manager or its affiliates, or any other trade names, trademarks, service marks, or other intellectual property owned by or licensed to Owner (or its affiliates), or the Manager (or its affiliates), or any variation of any of the foregoing, without the express written approval of Owner and Manager, which may be given or withheld in their the sole discretion of Owner or Manager. Owner and Manager shall have the right to remove or cover any signs or other materials containing any such trade names, trademarks, service marks or other intellectual property at the Hotel and to post notices that the Hotel is not being operated as such during the term of this occupancy agreement.

Limitation of Liability

27. Neither Owner, Manager, their respective owners, franchisors, franchisees, affiliates or subsidiaries, the successors or assigns of the foregoing, or each of their respective partners, officers, directors, employees, agents, contractors, subcontractors, invitees, licensees or representatives, shall be liable for damage to any equipment or other property of Agency or for injury to Agency's employees, invitees or any other person on, in or about the Occupied Space from any cause, whether in or about the Occupied Space or elsewhere in the Hotel. It shall be Agency's sole obligation, at its sole risk and cost, to protect, safeguard and insure against all damage or injury to any such persons or property. Further, Owner and Manager Parties shall under no circumstances be liable for any special, incidental, punitive, exemplary or consequential damages.

Remedies

28. In the event of any breach of the terms of this Agreement by Agency, Owner shall be entitled to pursue any and all available legal and equitable rights and remedies permitted by applicable law.

Relationship of Parties

29. The relationship between Owner and Agency is solely that of owner and temporary occupant, and will not be deemed a partnership, joint venture, agency or tenancy.

Confidentiality

30. The terms of this Agreement will be kept confidential by the parties, except as disclosure may be required by law or on a need-to-know basis, without the written consent of the other party.

Survival of Covenants

31. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination.

Entire Agreement

32. This Agreement sets forth the entire agreement and understanding between the parties concerning the subject matter of the Agreement and supersedes any and all prior oral or written agreements between the parties relating to that subject matter.

Governing Law

33. The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, not including the choice of law provisions thereof.

Counterparts; Electronic Signatures

34. This Agreement may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Agreement. Electronic copies of this Agreement and signatures thereon will have the same force, effect and legal status as originals.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below

AGENCY

CLARK COUNTY NEVADA

By: _____
NAME: KEVIN SCHILLER
TITLE: ASSISTANT COUNTY MANAGER
CLARK COUNTY NEVADA

Date 6-3-2020

OWNER

MCR HENDERSON LLC

_____
NAME: Chris Korinek
TITLE: Executive VP, Operations

Date 6-3-20

ATTACHMENTS:
EXHIBIT A: DESCRIPTION OF PREMISES
EXHIBIT B: OBLIGATIONS OF PARTIES, PERMITTED USES

EXHIBIT A: DESCRIPTION OF PREMISES

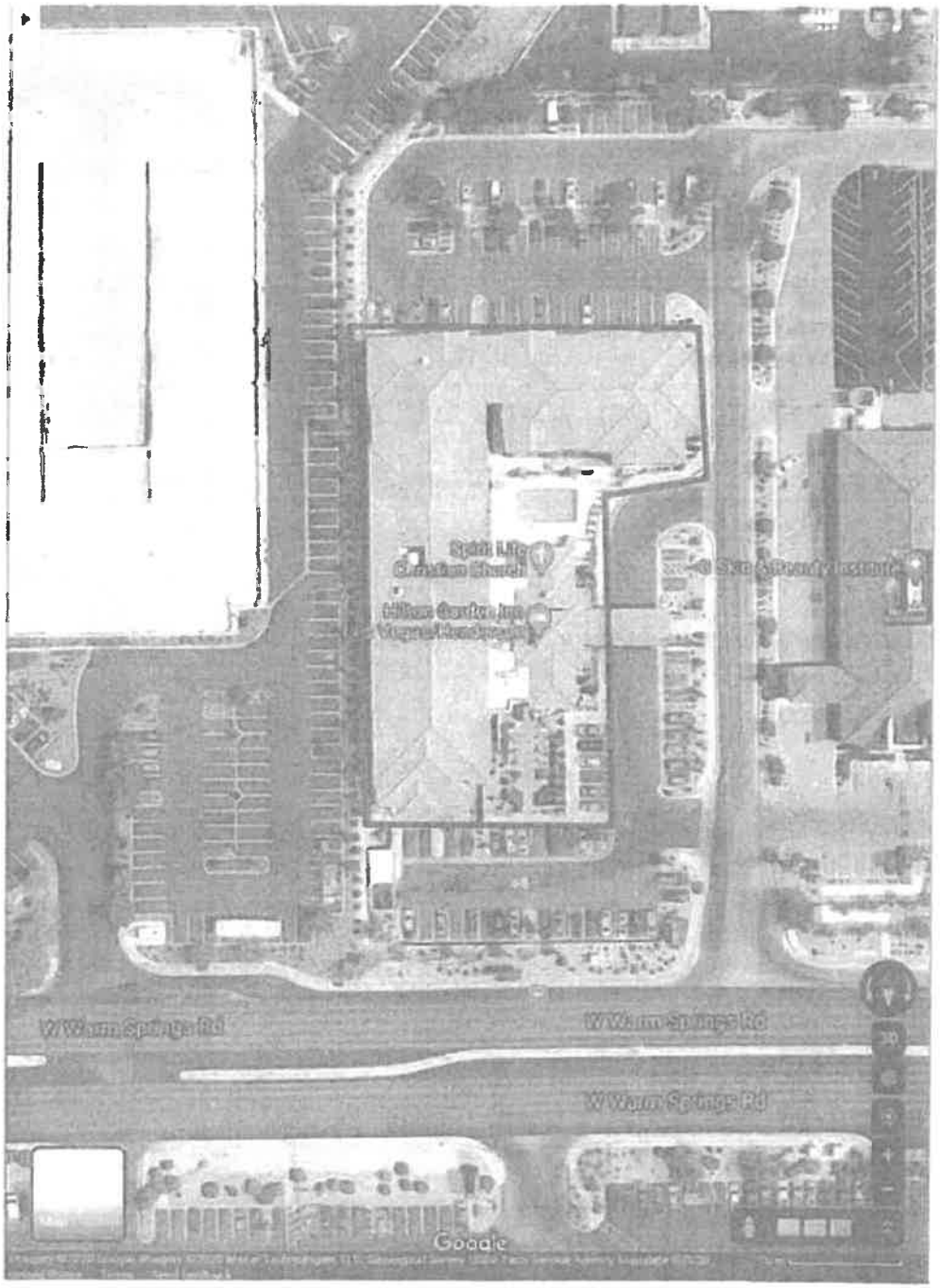

EXHIBIT B: OBLIGATIONS OF PARTIES, PERMITTED USES

Obligations of Owner:

- Owner shall ensure that each unit has an individual bathroom with shower;
- Owner shall ensure that each unit is suitable for an individual or family (no shared-type rooms);
- Owner shall provide Agency with access to conference/ball rooms, if available;
- Owner shall provide an access to Parking Lot to Agency;
- Owner shall provide a limited operational presence to assist Agency with keys, emergency property repairs, maintenance of common areas, however no guest room access or guest area access is permitted.
- Owner will contract separately for linen and hot meal delivery service at Agency's sole cost and expense. Agency shall promptly reimburse Owner for all costs incurred by Owner in connection therewith submitted to Agency with reasonable accompanying documentation.
- Owner shall provide mid-morning and mid-afternoon snacks to Agency for distribution to guests and shall invoice Agency an additional charge of $5.00 per day per occupied room for such snack service.

Obligations of Agency:

- Agency will provide all security as needed;
- Agency will contract separately for medical staffing and housekeeping/cleaning within guest rooms and hallways outside of the Hotel lobby;
- Agency will be responsible for any in room mechanical maintenance (i.e., for which an outside specialist/vendor would be brought in for the repair);
- Agency will provide professional 3rd party verified disinfection prior to lease termination;
- Agency will be responsible for any maintenance and repairs for damage caused by guests, not including normal wear and tear.

Permitted Uses: The Premises shall be used by Agency to house:

- Any first responders and/or healthcare workers (Suspected/Confirmed CoVID-19 positive)
- General Population (non-homeless, non-convict-release) (Suspected/Confirmed CoVID-19 positive)
- Hospital Step Down Unit (Suspected/Confirmed CoVID-19 positive)
- Hospital Step Down Unit (non-Suspected/non-Confirmed CoVID-19 positive)

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION
RATIFIED

DATE: June 24, 2020
DEPARTMENT: ADMINISTRATIVE SERVICES
DEPARTMENT CONTACT NAME: KEVIN SCHILLER, ASSISTANT COUNTY MANAGER
TELEPHONE NUMBER: 702-455-9523

CONSULTANT/AGENCY/SUPPLIER: **MCR HENDERSON, LLC DBA HILTON GARDEN INN HENDERSON, NEVADA**
CONTACT NAME AND TITLE: CHRIS KORINECK, EXECUTIVE VP, OPERATIONS Tempe, Arizona
CONTACT NAME AND TITLE: WILLIAM FENNELLY, GENERAL MANAGER Henderson Location
PHONE, FAX AND EMAIL ADDRESS: 702-322-9000, w.fennelly@hilton.com

CONTRACT TITLE : EMERGENCY TEMPORARY OCCUPANCY-COVID-19 CLIENTS	
ESTIMATED AWARD AMOUNT: $89.00 per room per night based on 139 rooms Averaged weekly cost of $86,597	
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
TERM: June 4, 2020 for 60 days	RENEWALS: Based upon the need, extend for successive periods of thirty 30 days, unless County give seven (7) day notice to terminate.

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Clark County and MCR HENDERSON, LLC dba Hilton Garden Inn Henderson agree to serve the Hotel property 24 hours per day, seven (7) days per week during the term of the agreement.

The property shall be vacated and shall not be occupied by any persons, employees including contractors, except those necessary to perform services in accordance with the terms outlined as permitted uses (see attachment Exhibit B).

Permitted use shall be limited to County to house first responders/or healthcare workers suspected/confirmed COVID-19 positive; general population (non-homeless, non-convict); and/or hospital step down unit patients.

The agreement shall terminate after 60 days agreement date with seven (7) day notice unless County extend for successive periods of thirty (30) days.

The Hilton Garden Inn shall invoice the County on a monthly basis based upon the agreed upon hourly per room per night rate.

This effort is in accordance with NRS 332.112, Emergency Declaration issued by the Clark County Manager March 15, 2020 and funds awarded to Clark County through the Federal Cares Act.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The County Manager's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER N/A	APPROVAL DATE: N/A
PURCHASING AND CONTRACTS (Manager) Alan B. Stell	APPROVAL DATE: June 24, 2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 6-24-2020

Revised 11/9/2017

EXHIBIT B: OBLIGATIONS OF PARTIES, PERMITTED USES

Obligations of Owner:

- Owner shall ensure that each unit has an individual bathroom with shower;
- Owner shall ensure that each unit is suitable for an individual or family (no shared-type rooms);
- Owner shall provide Agency with access to conference/ball rooms, if available;
- Owner shall provide an access to Parking Lot to Agency;
- Owner shall provide a limited operational presence to assist Agency with keys, emergency property repairs, maintenance of common areas, however no guest room access or guest area access is permitted.
- Owner will contract separately for linen and hot meal delivery service at Agency's sole cost and expense. Agency shall promptly reimburse Owner for all costs incurred by Owner in connection therewith submitted to Agency with reasonable accompanying documentation.
- Owner shall provide mid-morning and mid-afternoon snacks to Agency for distribution to guests and shall invoice Agency an additional charge of $5.00 per day per occupied room for such snack service.

Obligations of Agency:

- Agency will provide all security as needed;
- Agency will contract separately for medical staffing and housekeeping/cleaning within guest rooms and hallways outside of the Hotel lobby;
- Agency will be responsible for any in room mechanical maintenance (i.e., for which an outside specialist/vendor would be brought in for the repair);
- Agency will provide professional 3rd party verified disinfection prior to lease termination;
- Agency will be responsible for any maintenance and repairs for damage caused by guests, not including normal wear and tear.

Permitted Uses: The Premises shall be used by Agency to house:

- Any first responders and/or healthcare workers (Suspected/Confirmed CoVID-19 positive)
- General Population (non-homeless, non-convict-release) (Suspected/Confirmed CoVID-19 positive)
- Hospital Step Down Unit (Suspected/Confirmed CoVID-19 positive)
- Hospital Step Down Unit (non-Suspected/non-Confirmed CoVID-19 positive)

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC. FOR THE
CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC. ("Recipient") located at 1849 Civic Center Drive, North Las Vegas, NV 89178, possessing federal unique identifier 868140328, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION NINETY THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100TH DOLLARS ($2,090,672) in CARES Act Coronavirus Relief Funds (the

"Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures.

Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Service, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

NHSSN CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Neighborhood Housing Services of Southern Nevada, Inc.
Project Name: CHAP Rent and Mortgage Assistance

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$1,441	$1,441
% charged to grant		3%
Professional Services contracted (audit, bookkeeping, etc.)	$	$
Rent /Insurance of facility	$	$
Furniture/Fixtures and Equipment	$520	$520
Computer related (software, hardware, internet, etc.)	$851	$851
Utilities (Power, Gas, Telephone, etc.)	$1,108	$1,108
Maintenance Supplies	$	$
Office Supplies & Postage	$1,261	$1,261
Local Travel	$	$
Staff Development	$	$
Liability Insurance/Fidelity Bond*	$1,454	$1,454
Administrative Costs (in-house bookkeeping, accounting, reports)	$14,944	$14,944
Indirect Costs (10% De minimus allowable)	$2,158	$2,158
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$2,000,000	$2,000,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$66,485	$66,485
% charged to grant		60%
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$450.	$450
Other: _____	$	$
TOTAL PROJECT COST:	$2090672	$2090672

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide TWO MILLION NINETY THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100TH DOLLARS ($2,090,672) in Coronavirus Relief Funds (the "Funds") to NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC. ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 320 households with rent/mortgage assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 320 individuals and families who have been impacted by COVID-19	Total # served the montly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

July 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 | Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Michelle Merced, as Executive Director of **NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.**, for the **NHSSN CHAP** program, adopted by Clark County, Nevada, on the 17 day of July, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 17 day of July, 2020.

NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on July 17th, 2020
(Date)

by Michelle Merced as Executive Director of
(Name of Person) (Title)

NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC..

(SEAL)

_____
NOTARY PUBLIC

MAUREEN SACCOMANI
Notary Public
State of Nevada
Appt. No. 18-1858-1
My Appt. Expires March 5, 2022

My Commission expires: 3/5/2022

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **NEVADA PARTNERS, INC.** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **NEVADA PARTNERS, INC.** ("Recipient") located at 690 West Lake Mead Blvd. North Las Vegas, NV 89030, proposes to provide continued service at their centers with Covid enhanced safety measures which will allow agency to resume in-person services. 320 clients will receive emergency services, through its **NEVADA PARTNERS BASIC NEEDS RESPONSE** (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide FIVE HUNDRED THIRTY THOUSAND SIX HUNDRED NINTEY-TWOAND NO/100TH DOLLARS ($530,692) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the NEVADA PARTNERS BASIC NEEDS RESPONSE, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto

and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or

independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 23rd day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"
PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Nevada Partners, Inc.
Project Name: Nevada Partners Basic Needs Response)

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$ 20,970	$ 9,720
Rent/Insurance of facility	$	$
Furniture/Fixtures and Equipment	$	$
Computer related (software, hardware, internet, etc.) (rental only)	$	$
Maintenance Supplies	$	$
Office Supplies & Postage/local travel/staff development	$	$
Liability Insurance/Fidelity Bond*	$	$
Administrative Costs (in-house bookkeeping, accounting, reports)	$ 19,680	$
DIRECT SERVICES TO COUNTY RESIDENTS		
Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$
Capital Improvements necessary for COVID-19 Response (min. req. $500,000)	$ 301,391	$ 301,391
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Child Care Services / Assistance (min. req. $100,000)	$ 35,204	$ 35,204
PPE / Cleaning related to COVID-19	$ 104,128	$ 104,128
Furniture/Fixtures and Equipment for client/participant space	$	$
TOTAL PROJECT COST:	**$ 481,373**	**$ 460,163**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

NEVADA PARTNERS, INC.

Nevada Partners Basic Needs Response)

SCOPE OF SERVICES

CARES Act BNA Grant

1. The County will provide FIVE HUNDRED THIRTY THOUSAND SIX HUNDRED NINTEY-TWOAND NO/100TH DOLLARS ($530,692) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the NEVADA PARTNERS BASIC NEEDS RESPONSE, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

2. During the program year ending December 30, 2020, recipient will reconfigure their offices with enhanced Covid safety upgrades as outlined in their BNA Budget Narrative. This will allow them to resume in-office emergency services to the community. These include rent/utility assistance, down payment assistance, homebuyer education, financial literacy, mentoring, mental health services, and education resources.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 320 clients with emergency services and Covid testing in response to the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **NEVADA PARTNERS, INC.**

PROGRAM: **NEVADA PARTNERS BASIC NEEDS RESPONSE**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide emergency services to individuals impacted by COVID-19.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Provide access of soft skills workshops i.e. financial literacy, youth mentoring and distant learning for CCSD students at no cost.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Free COVID-19 testing or distribution of free PPE to the community.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Kenadie Cobbin-Richardson as Executive Director of **NEVADA PARTNERS, INC.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **NEVADA PARTNERS, INC.**, for the **Nevada Partners Basic Needs Response** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 24 day of September, 2020.

NEVADA PARTNERS, INC.

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on September 24, 2020 (Date), 2020

by Kenadie Cobbin-Richardson (Name of Person) as Executive Director (Title) of Nevada Partners (Agency)

(SEAL)

LIZETTE GUILLEN
Notary Public
State of Nevada
Appt. No. 09-9495-1
My Appt. Expires Oct. 14, 2020

_____
NOTARY PUBLIC

My Commission expires: 10/14/2020

RESOLUTION TÓ GRANT CORONAVIRUS RELIEF FUNDS
TO NEVADA PARTNERS, INC. FOR THE
CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, NEVADA PARTNERS, INC. ("Recipient") located at 690 West Lake Mead Boulevard, North Las Vegas, NV 89030, possessing federal unique identifier 805639333, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,082,500) in CARES Act Coronavirus Relief Funds (the "Funds") to

Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures.

Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

NP CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Nevada Partners, Inc.
Project Name: Pandemic Community Relief

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$255,723	$0
% charged to grant		0%
Professional Services contracted (audit, bookkeeping, etc.)	$14,847	$0
Rent /Insurance of facility	$0	$0
Furniture/Fixtures and Equipment	$0	$0
Computer related (software, hardware, internet, etc.)	$1,258	$0
Utilities (Power, Gas, Telephone, etc.)	$6,212	$0
Maintenance Supplies	$0	$0
Office Supplies & Postage	$2,232	$0
Local Travel	$0	$0
Staff Development	$0	$0
Liability Insurance/Fidelity Bond*	$6,003	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$0	$0
Indirect Costs (10% De minimus allowable)	$100,000	$100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$900,000	$900,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$82,500	$82,500
% charged to grant		100%
Office Space for Direct Service staff or for client use	$0.00	$0.00
Furniture/Fixtures and Equipment for client/participant space	$0.00	$0.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$0.00	$0.00
Other: _____	$0.00	$0.00
TOTAL PROJECT COST:	$1,368,775	$1,082,500

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

NEVADA PARTNERS, INC.

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide ONE MILLION EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,082,500) in Coronavirus Relief Funds (the "Funds") to NEVADA PARTNERS, INC. ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 40 households with rent assistance to maintain their housing.
   - Assist 40 households with mortgage assistance to maintain their housing.
   - Assist 70 households with utility assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: NEVADA PARTNERS, INC.

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 80 households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

July 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Monica Ford, as President / CEO of **NEVADA PARTNERS, INC.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **NEVADA PARTNERS, INC.**, for the **NP CHAP program**, adopted by Clark County, Nevada, on the 17 day of July, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 17 day of July, 2020.

NEVADA PARTNERS, INC.

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on July 17, 2020
(Date)

by Monica Ford as President / CEO of
(Name of Person) (Title)

NEVADA PARTNERS, INC..

(SEAL)
YVETTE THOMAS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 15-1354-1
My Appt. Expires January 25, 2023

_____
NOTARY PUBLIC

My Commission expires: 01/25/2023

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO NEVADA PARTNERS, INC. FOR THE CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP) CFDA 21.019

This **AMENDMENT** is made and entered into as of this 28 day of December 2020, by and between Clark County, Nevada (hereinafter referred to as "County"), and Nevada Partners, Inc. (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to Nevada Partners, Inc. for the Coronavirus Housing Assistance Program (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act Coronavirus Relief Fund, which outlined $30 million for financial assistance; and

WHEREAS, on July 07, 2020, the Board of County Commissioners approved the Resolution to provide rent, mortgage, and utility assistance through CARES Housing Assistance Program with Nevada Partners, Inc., possessing the federal unique identifier 805639333.

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by $500,000.

Where it currently reads in Section I. Scope of Services: Item A. The County will provide ONE MILLION EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,082,500) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide ONE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,582,500) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Where it currently reads in Section 1. Scope of Services: Item C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30,2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

Shall now read:

Recipient will provide Performance Measurement Reports to Clark County Social Service ("CCSS") on a weekly basis during the program period beginning March 1, 2020 and ending January 31, 2021. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must submit reports and answer narrative report questions related to the Program by the 10th of each month. The submission process will be defined by CCSS.

Where it currently reads in Section III. Financial Management: Item E: The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single upload packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Shall now read:

The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. Additional advances may be approved by County Management.

An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly, at a minimum. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine-digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request.

The month following the advance, the Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient.

Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for advances and supporting documentation as directed by the County. Information on how to submit requests will be provided upon Resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

Where it currently reads in Section IV. Expiration, Modification or Revocation of Resolution: Item A: This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

Shall now read:

This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020. A time extension of up to six months may be authorized by the Administrator of Human Services, or their designated representative, if additional time is approved by the Federal Government regarding the use of the Funds and if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project, or funding source of the County.

Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Administrator of Human Services, on an annual fiscal year basis for a period of up to four additional years in addition to that provided in Section IV A. for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Administrator of Human Services, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CCSS of the efficacy of Recipient's services.

Where it currently reads in Exhibit "A" Nevada Partners, Inc. Program Budget

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Nevada Partners, Inc.
Project Name: Pandemic Community Relief

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	Total Project Amount (round up to nearest dollar)	Requested Portion Only (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$255,723	$0
% charged to grant		0%
Professional Services contracted (audit, bookkeeping, etc.)	$14,847	$0
Rent /insurance of facility	$0	$0
Furniture/Fixtures and Equipment	$0	$0
Computer related (software, hardware, internet, etc.)	$1,258	$0
Utilities (Power, Gas, Telephone, etc.)	$6,212	$0
Maintenance Supplies	$0	$0
Office Supplies & Postage	$2,232	$0
Local Travel	$0	$0
Staff Development	$0	$0
Liability Insurance/Fidelity Bond*	$6,003	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$0	$0
Indirect Costs (10% De minimus allowable)	$100,000	$100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100.00)	$900,000	$900,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$82,500	$82,500
% charged to grant		100%
Office Space for Direct Service staff or for client use	$0.00	$0.00
Furniture/Fixtures and Equipment for client participant space	$0.00	$0.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$0.00	$0.00
Other:	$0.00	$0.00
TOTAL PROJECT COST:	$1,368,775	$1,082,500

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

Shall now read:

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020 unless renewals have been activated.	**Amount**
Direct Services	$1,482,500
Operations	$100,000
TOTAL PROJECT COST:	$1,582,500

Where it currently reads in Exhibit "B" Scope of Services:

1. The County will provide ONE MILLION EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,082,500) in Coronavirus Relief Funds (the "Funds") to Southern Nevada CHIPS Community Health Improvement Program ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Shall now read:

1. The County will provide ONE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND NO/100TH DOLLARS ($1,582,500) in Coronavirus Relief Funds (the "Funds") to Southern Nevada CHIPS Community Health Improvement Program ("Recipient") to assist with the operating and program expenses associated with its CARES Housing Assistance Program (the "Program).

Where it currently reads in Exhibit "B" Scope of Services, Item 2: During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

Shall now read:

During the Program year ending December 30, 2020, Recipient will provide rent, mortgage, and/or utility assistance to qualified households, as further defined in the Policy Manual, in its most recent version.

Where it currently reads in Exhibit "B" Scope of Services, Item 3:

- Assist 40 households with rent assistance to maintain their housing.
- Assist 40 households with mortgage assistance to maintain their housing.
- Assist 70 households with utility assistance to maintain their housing.
- Prevent evictions that would occur as a result of the COVID-19 Pandemic.

Add:

- Additional households will be served based on the eligible household assessments, need, and availability of funding.

Where it currently reads in Exhibit "C" Performance Measurement:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 80 households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 01/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

Shall now read:

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS WEEK	YEAR TO DATE
Prevent eviction of at least 80 households who have been impacted by COVID-19	Total # served this week ONLY Unduplicated Households and Individuals assisted (specify) this week ONLY	Total unduplicated # served

NARRATIVE REPORT: Submit per direction of CCSS, weekly reports due: 8/10/2020 through 01/10/2021.

This Amendment No. 1 represents a change in the budget to enable the provider to employ competent staff and provide rent, mortgage, and utility assistance.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
YOLANDA T. KING, County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

NEVADA PARTNERS, INC.

By: _____
MONICA FORD, President/CEO

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on December 16 (DATE), 2020

By Monica Ford (NAME OF PERSON) as President / CEO (TITLE) of

NEVADA PARTNERS, INC.

YVETTE THOMAS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 15-1364-1
My Appt. Expires January 25, 2023

(SEAL)

_____
NOTARY PUBLIC

My Commission expires: 1-25-2023

REIMBURSEMENT AGREEMENT BETWEEN CLARK COUNTY AND NV ENERGY

THIS AGREEMENT is made and entered between the County of Clark, a political subdivision of the state of Nevada ("Clark County"), and Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("NV Energy").

Recitals:

WHEREAS On April 23, 2020, Clark County, Nevada (The "County") was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019.

WHEREAS Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020.

WHEREAS Southern Nevada has been particularly hard hit by the COVID-19 pandemic. In April, unemployment statewide soared to 28.2%, the highest ever reported level from any State, even exceeding unemployment rates from the Great Depression;

WHEREAS in May 2020, the U.S. Department of Labor, the Las Vegas-Henderson-Paradise region ranks the highest amongst our peer urban/metros areas in unemployment at 29% through May 2020, and the region's unemployment rate remains high at 17.8% reported by DOL at the end of June 2020, and preliminary forecasts of 16.4% by the end of July 2020;

WHEREAS CRF funding may be used to support Nevadans struggling with the secondary effects of the COVID-19 pandemic. These secondary effects include assisting Nevadans with the costs of unpaid utility bills, as long as those payments do not substitute for government revenue replacement;

WHEREAS NV Energy owns and operates an Electrical System within Nevada, in accordance with Tariff Schedules filed with and approved by the Public Utilities Commission of Nevada. and in that capacity has been a partner in economic relief efforts, offering expanded bill assistance, flexible billing, payment options, and other resources, but additional assistance is needed for those suffering economically from the effects of COVID in the community; and

WHEREAS Clark County intends to assist Southern Nevadans struggling with the costs of unpaid utility bills from NV Energy due to loss of employment or other economic impacts due to the COVID-19 crisis by entering into this agreement to allocate one-time funding to NV Energy to satisfy some outstanding balances for Southern Nevadan account holders struggling with the ability to pay due to COVID -19 related factors.

NOW, THEREFORE, the parties agree as follows:

A. USE OF FUNDS

1. Clark County will make a one-time payment of up to $10,000,000 to NV Energy to be utilized solely for the purposes and the manner set forth in this agreement.

2. NV Energy agrees to utilize the funds only as follows:

a. NV Energy will use Coronavirus Relief Funds ("CRF") furnished by Clark County only for utility services that were provided after March 1, 2020.

b. NV Energy will not use CRF to pay for any late fees or penalties associated with delinquent utility bills and will forgive such fees and penalties for utility services fees that were paid by CRF.

c. NV Energy will not use any CRF to the credit of an account on balances that have already been paid through other federal or state funds assistance programs, such as the Low-Income Home energy Assistance Fund.

d. NV Energy will return to Clark County any CRF credited to an account if NV Energy receives payment from another source on balances paid by CRF.

e. NV Energy will notify customers in writing whose accounts have been paid with CRF due to the customer being financially impacted by COVID.

3. NV Energy also acknowledges, covenants, and agrees:

a. Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the County to return funds to the federal government.

b. NV Energy considers its customer information confidential. To ensure its customers' privacy, NV Energy has only provided Clark County with unique account numbers and outstanding account balances. NV Energy will ensure that all accounts to which CRF are credited will have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency.

c. NV Energy shall maintain and make available to the Treasury OIG or the County upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and maintain an appropriate audit trail to provide accountability for all expenditures of CRF received under this agreement. NV Energy will maintain records relative to the

disbursement or crediting of these CRF funds for a period of five (5) years after final payment is made by Clark County to NV Energy.

d. In the event that the federal government determines that the use of CRF as contemplated by this agreement is unlawful, NV Energy will work in good faith with Clark County to achieve an equitable resolution.

B. GENERAL PROVISIONS

1. This Agreement shall be in full force and effect from and after the date of execution of the Agreement and shall continue until the obligations of Clark County and NV Energy are fulfilled, unless terminated earlier in accordance with this Agreement.

2. NV Energy understands and agrees that Clark County may at any time elect not to not proceed with this Agreement and may terminate this Agreement with or without cause and at any time, without any cost to County, upon ten (10) calendar days written notice to NV Energy and prior to the provision of CRF to NV Energy.

3. All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive termination of expiration of this Agreement shall survive termination or expiration of this Agreement.

4. Each notice, consent, request, or other communication required or permitted under this Agreement must be in writing, and be delivered either personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (D) be addressed to the Parties as set forth below:

NV Energy
Attn: Antoine Tilmon, Director Billing Ops & Credit
6226 W. Sahara Ave.
Las Vegas, Nevada 89146

Clark County:
Clark County, Nevada – Government Center
Attn: County Manager
500 South Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89155

Each notice required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the date officially recorded as delivered according to the record of delivery if mailed by certified mail; or (C) on the date officially recorded as delivered according to the record of delivery if delivered by courier.

5. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

6. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions and will be initiated in the Eighth Judicial District Court of the State of Nevada.

7. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement.

8. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed formally by the Parties through their authorized representatives.

9. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as Clark County's contractors, NV Energy's customers, or any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to attempt to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

11. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

12. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

In witness whereof, the parties intend this Agreement to be effective on the date last written below.

NV Energy:

NEVADA POWER COMPANY d/b/a NV ENERGY

By: Michelle Follette
Michelle Follette, VP of Customer Operations

Date: 10/6/2020

CLARK COUNTY:

CLARK COUNTY, NEVADA

By:
Kevin Schiller, Assistant County Manager

Date: 10-6-2020

APPROVED AS TO FORM:

By:
Deputy District Attorney

AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN CLARK COUNTY AND NV ENERGY

THIS AMENDMENT effective December 15, 2020, ("Amendment") is made and entered the County of Clark, a political subdivision of the State of Nevada ("Clark County") and Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("NV Energy")

WHEREAS, on October 6, 2020, the parties entered into a Reimbursement Agreement ("Agreement") for Clark County to provide Coronavirus Relief Funds ("CRF") to NV Energy to assist Southern Nevadans struggling with the costs of unpaid utility bills due to loss of employment or other economic impacts due to the COVID-19 crisis.

WHEREAS, on November 23, 2020, due to an increase in the number of COVID-19 cases, the Governor of State of Nevada issued Declaration of Emergency Directive 35 to reduce the spread of COVID-19.

WHEREAS, due to the continued need for utility assistance, the parties desire to amend the Agreement to increase the amount of CRF to NV Energy to continue assist Southern Nevadans struggling with the costs of unpaid utility bills from NV Energy due to loss of employment or other economic impacts due to the COVID-19 crisis.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Agreement, the parties agree as follows:

(1) To amended Section A(1) to increase the one-time payment amount from $10,000,000 to $25,000,000 to NV Energy to be utilized solely for the purposes and the manner set forth in the Agreement.

(2) NV Energy agrees it will not use CRF to pay any local taxes or franchise fee costs charged to customer's accounts and any CRF used to pay any local taxes or franchise fee costs shall be returned to Clark County prior to December 30, 2020.

(3) NV Energy further agrees that failure to pay any local taxes or franchise fee costs will not result in a customer incurring any penalty, fee or discontinuation of services.

(4) Except for this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

NEVADA POWER COMPANY
d/b/a NV ENERGY

Michelle Tolbert

Date: 12/15/2020

CLARK COUNTY, NEVADA

Date: 12-22-2020

APPROVED AS TO FORM:

By: Lisa Logsdon

12/22/2020

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO OPPORTUNITY ALLIANCE NEVADA FOR THE
CORONAVIRUS HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, Opportunity Alliance Nevada ("Recipient") located at 639 Isbell Road, Suite 460, Reno, NV 89509, possessing federal unique identifier 040122133, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs

for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Reports to the County Social Service ("CCSS") on a weekly basis during the program period beginning March 1, 2020 and ending January 31, 2021. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must submit reports and answer narrative report questions related to the Program by the 10th of each month. The submission process will be defined by CCSS.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. Additional advances may be approved by County Management.

An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly, at a minimum. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining applications and amounts requested for the 30-day period prior to the request.

The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient.

Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for advances and supporting documentation as directed by the County. Information on how to submit requests will be provided upon Resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020. A time extension of up to six months may be authorized by the Administrator of Human Services, or their designated representative, if additional time is approved by the Federal Government regarding the use of the Funds and if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project, or funding source of the County.

Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Administrator of Human Services, on an annual fiscal year basis for a period of up to four additional years in addition to that provided in Section IV A. for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Administrator of Human Services, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CCSS of the efficacy of Recipient's services.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this _____ day of _____, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

OANV CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Opportunity Alliance Nevada

Project Name: ____OANV Rental Assistance _____

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 8400	8400
% charged to grant		100
Professional Services contracted (audit, bookkeeping, etc.)	$ 84400	84400
Rent /Insurance of facility	$	$
Furniture/Fixtures and Equipment	$	$
Computer related (software, hardware, internet, etc.)	$ 4000	4000
Administrative Costs (in-house bookkeeping, accounting, reports)	$ 1500	1500
Indirect Costs (10% De minimus allowable)	$	$
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$ 901700	901700
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$	$
% charged to grant		
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$
Other: _____	$	$
TOTAL PROJECT COST:	**$ 1000000**	**$ 1000000**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

Opportunity Alliance Nevada

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide ONE MILLION AND NO/100TH DOLLARS ($1,000,000) in Coronavirus Relief Funds (the "Funds") to Opportunity Alliance Nevada ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 200 Clark County households with rent or utility assistance to maintain their housing.

   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: Opportunity Alliance Nevada

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 200 Clark County households who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

September 22, 2020

July 2020 v1

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1	Covered Services

CHAP funds can be used for the payment of rent, mortgage, security deposits, emergency lodging, and utilities not paid to a government entity. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided, during the project period, to those households that can demonstrate they have been negatively impacted by COVID-19 and lack the resources to pay their rent. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to eviction, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due.
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020.
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing.
- Deposits may be paid in circumstances where CHAP funds are used to pay the first month's rent.
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment.
- Recipients of housing vouchers or section 8 are not eligible.
- Rental assistance may be paid for future months depending on assessment of the household's probable need, resources and CHAP funding.

Some specific things related to rental assistance that can be paid include:

- Application Fee
- Cleaning Fee
- Damages
- End of Lease Prepayment
- Renter's Insurance
- Vacancy Payment
- Security Deposit
- Rent
- Rent Arrears
- Moving Costs

1.2 Mortgage Assistance

Mortgage assistance may be provided, during the project period, to those households that can demonstrate they have been negatively impacted by COVID-19 and lack the resources to pay their mortgage. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage.
- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020.
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and home owner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment.
- Equity Loans are not eligible for assistance.

1.3 Utility Assistance

Utility assistance may be provided as long as it is not being paid to a government entity. The exclusion list includes municipalities, the Las Vegas Water District and the Clark County Water Reclamation District. The payment of utility assistance includes the following:

- The total current month utility bill to include any past due amount if applicable.
- Late fees associated to past due bills.
- If the service has already been disconnected, reconnection fees may be paid.
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits.

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence.
- Individuals/households foreclosed upon without securing a new place of residence.

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.

- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income (AMI) for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
Annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
Monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through CHAP funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through CHAP funds.)

2.6 Documents Required

In order to complete a determination of eligibility, the following documents must be provided:

- **Income and Resources**
- Verification through self-attestation completed in the application.

- **Proof of Identify**
    - Photo Identification, regardless of state origin (Identifying information may be redacted for victim service providers.)

- **Proof of COVID Impact. <u>One</u> of the following:**
    - At least two (2) recent paystubs showing a reduction in income

- Unemployment benefits (UIB) confirmation (copy of check or confirmation letter)
- Employer statement
- Attestation statement (Only if other items are not available)

- **Proof of Need** (In accordance with the type of assistance being requested):
  - Lease Agreement and Landlord Verification of Rent Arrears
  - Mortgage Statement and Default Letter
  - Utility Bill - the total current month utility bill to include any past due amount

2.7 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through CHAP funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Lynda Hascheff, as Executive Director of Opportunity Alliance Nevada, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to Opportunity Alliance Nevada, for the OANV CHAP program, adopted by Clark County, Nevada, on the 9th day of October, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 9th day of October, 2020.

Opportunity Alliance Nevada

By: Lynda Hascheff
SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF WASHOE

This instrument was acknowledged before me on October 9, 2020
(Date)

by Lynda Lee Hascheff as Executive Director of
(Name of Person) (Title)

Opportunity Alliance Nevada

(SEAL)

CARRIE LYNN KISER
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 14-15916-02
MY APPT. EXPIRES MARCH 28, 2022

Carrie Lynn Kiser
NOTARY PUBLIC

My Commission expires: March 28, 2022

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, _____, as _____ of **Opportunity Alliance Nevada**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **Opportunity Alliance Nevada**, for the **OANV CHAP program**, adopted by Clark County, Nevada, on the _____ day of _____, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this _____ day of _____, 2020.

Opportunity Alliance Nevada

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **WASHOE**

This instrument was acknowledged before me on _____, 2020
(Date)

by _____ as _____ of
(Name of Person) (Title)

Opportunity Alliance Nevada

(SEAL)

_____
NOTARY PUBLIC

My Commission expires: _____

FD-6 Attached

Protiviti – Standard Master Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, dated as of September 21, 2020, is by and between **PROTIVITI INC.**, a Delaware corporation ("**Protiviti**"), and **Clark County, Nevada** ("**Client**").

WHEREAS, Protiviti is in the business of providing internal audit, risk assessment, staff augmentation and consulting services; and

WHEREAS, Client desires to engage Protiviti with respect to such services and may desire to engage Protiviti from time to time for additional services;

THEREFORE, the parties hereto agree as follows:

Agreement

This Master Services Agreement, including the terms and conditions set forth in Attachment I, all exhibits referenced herein and attached hereto, and each Statement of Work (as defined below) (collectively, the "**Agreement**") represents the entire agreement between Protiviti and Client regarding the engagement to which a Statement of Work refers, supersedes all other oral, written or electronic communications between the parties concerning the subject matter thereof, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. If Protiviti accepts a purchase order initiated by Client on a separate form, it is done as an accommodation only and any terms and conditions contained in that form which vary, amend or supplement the terms and conditions of this Agreement or Statement of Work shall be null and void and of no effect. The term "hereunder" shall mean this entire Agreement as a whole unless reference to a specific section of this Agreement is made. In the event of conflict between any Statement of Work and this Agreement (excluding such Statement of Work), the terms set forth in this Agreement shall govern unless the parties specifically agree otherwise in such Statement of Work. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Statements of Work

All services that Protiviti shall provide under this Agreement shall be memorialized in a statement of work substantially in the form attached hereto as Exhibit A, which, when fully executed by both parties, shall be incorporated herein and become part of this Agreement as though fully set forth herein (each a "**Statement of Work**"). Each Statement of Work will include a description of Protiviti's services (the "**Services**"), a summary of Protiviti's approach, a list of the key tasks, a description of the Deliverables (as defined below), if any, a list of Client's obligations, a description of the project staffing and the names of the engagement team leaders, fees for Services and the stipulated level of involvement by Client personnel. If Client seeks to consolidate their use of Protiviti's services through the use of Vendor Management Systems or Managed Service Provider ("VMS") and requires that Protiviti provide certain services through such VMS, the parties agree that Protiviti may increase its fees and costs for the provision of such services through the VMS. In addition, the parties agree that such requirement will be limited to the provision of staffing services only, and Protiviti shall not be required to provide consulting services through use of a VMS. Client acknowledges that Protiviti's work is highly dependent on the availability of Client's personnel, Client's contractors and other factors beyond the control of Protiviti. Protiviti will use commercially reasonable efforts to assist Client in meeting any stated deadlines but Client acknowledges that despite these efforts, due to, among other things, the factors noted above, any stated deadlines and timelines may not be met. Periodically, Protiviti may adjust its fees to reflect (i) pricing changes and rate modifications associated with customary promotions of engagement personnel and (ii) the use of subject matter experts. Such changes will be communicated to Client in a timely manner and will apply to Client after such notice. Rates set forth in a Statement of Work are representative rates for the Services. Different or additional rates may apply to the Services. Protiviti will provide Client with written notice (which includes notice by e-mail) of such different or additional rates. Client agrees to and accepts such different or additional rates by receipt of the Services. Client shall be responsible for payment of all taxes and any related interest and/or penalties resulting from any payments made or Services rendered hereunder, other than any taxes based on Protiviti's net income. Payment is due upon receipt of invoice.

"Deliverables" means literary works or other works of authorship (such as documentation, reports and similar works) that Protiviti is required to deliver to Client as part of the Services, in each case as specifically set forth in the Statement of Work as Deliverables. All Deliverables will be prepared solely for the use of Client's management, employees and directors. The Deliverables may not be relied upon for any purpose by any third party without the prior written consent of Protiviti. Each party grants only the licenses and rights specified in this Agreement. No other rights or licenses (including, but not limited to, licenses or rights under patents) are granted either directly, by implication or otherwise.

PROTIVITI INC.

By: DocuSigned by: Mark Gosnell

Mark Gosnell
Managing Director

Date: 9/28/2020

CLIENT: CLARK COUNTY, NEVADA

By: 9-28-2020

Kevin Schiller
Assistant County Manager

Date:

ATTACHMENT I

Terms and Conditions to Master Services Agreement Dated as of September 21, 2020 Between Clark County, Nevada ("Client") and PROTIVITI INC. ("Protiviti")

1. **Client Responsibility**. Client acknowledges that the achievement of any policy, process, model, system or risk management practice depends not only on the design and implementation, but also on the quality, experience and continuity of personnel involved, the diligent ongoing execution of any such policy, process, model, system or risk management practice, and appropriate modifications as changing conditions warrant. Client understands and accepts responsibility for all decisions related to, and implementation and ongoing modification of, policies, processes, models, systems and risk management practice assessments, methods and assumptions, if any, developed in the course of the Statement of Work.

   All Deliverables are based upon information made available by Client to Protiviti as of the date such Deliverables are provided to Client. Protiviti has no obligation to update any Deliverable.

2. **Responsibility for Internal Controls**. Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.

3. **Regulated Activity**. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services. To the extent required by applicable law (e.g., the U.S. Securities Exchange Act of 1934 and U.S. Securities and Exchange Commission regulations (referred to collectively as the "**SEC Rules**")), Client (i) acknowledges to Protiviti that it is Client's responsibility to design, establish and maintain a system of internal accounting controls in compliance with applicable laws (including the SEC Rules), including "disclosure controls and procedures" and "internal controls and procedures for financial reporting," as each such term is used and defined under the Sarbanes-Oxley Act of 2002, as amended, and the interpretive guidance and regulations relating to such act, and (ii) acknowledges to Protiviti that it is Client's responsibility to make such disclosures with respect to this engagement that are required by applicable laws (including SEC Rules).

   Non-CPA Status. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.

4. **Authoritative Standards**. Client acknowledges that there is no authoritative standard against which risk management, business consulting, and technology consulting practices can be directly compared. In practice, methodologies and approaches vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices is judgmental and subjective.

5. **Confidential Information**. Each party (the "**Recipient**") agrees to protect the Confidential Information of the other party (the "**Disclosing Party**") in a manner consistent with the treatment that Recipient accords its own Confidential Information of a similar nature, and the Recipient agrees to use and reproduce Confidential Information only to perform its obligations under this Agreement, for the discussion and/or evaluation of potential transactions, or for its internal collection, analysis and training purposes. The Recipient may disclose Confidential Information to its employees, agents, and subcontractors, who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. The Recipient shall be liable for any use, disclosure or dissemination of Confidential Information by such parties.. Protiviti shall be responsible to Client for maintaining the confidentiality of such Confidential Information regardless of

where or by whom such information is processed on Protiviti's behalf. Confidential Information is any information which is identified by the Disclosing Party at the time of disclosure as being of a confidential nature (including, but not limited to, business plans, products, trade secret processes or methodologies, software, documentation, design specifications, other technical documents and other proprietary rights or information) or that is disclosed to the Recipient under circumstances that would lead a reasonable person to understand that such information is confidential or proprietary in nature. Confidential Information does not include information that (i) is or becomes generally available to the public without breach by Recipient of its confidentiality obligations under this Agreement, (ii) is received by Recipient from a third party without restriction against disclosure, (iii) was known to Recipient without restriction prior to disclosure, or (iv) is independently developed by Recipient without subsequent use of Disclosing Party's Confidential Information. If Recipient becomes legally compelled (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Recipient shall (to the extent legally permitted) provide Disclosing Party with prompt prior written notice of such requirement so that discloser may seek a protective order or other appropriate remedy.

6. **Distribution of Deliverables.** Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, **"Branded Deliverables"**) are for the use and benefit of Client only and not for any other party (each a **"Third Party"**), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If Client desires to disclose Branded Deliverables, or make reference to Protiviti, to any Third Party (other than Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. The Protiviti Parties are entitled at their election to retain separate counsel; provided that it shall be at their own cost and expense, except where the need for separate counsel arises from a conflict of interest.

7. **No Third-Party Beneficiaries.** This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.

8. **Responsibility for Information.** Protiviti shall be entitled to rely on all information provided by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the Services to the extent that such liability and costs are attributable to any information provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current. In addition, Client has the sole responsibility for (and any liability associated with) the selection and retention of the vendor (the "Vendor") providing the services to upload, store and transmit data between Protiviti and Client. PROTIVITI HAS NO LIABILITY OR RESPONSIBILITY FOR ANYTHING ARISING OUT THE SERVICES PROVIDED BY THE VENDOR AND MAKES NO WARRANTIES WITH RESPECT TO THE VENDOR'S Products OR SERVICES.

9. **Services.** Changes to any Services must be agreed upon by Protiviti and Client and will not be considered effective unless and until both parties agree in writing to an amendment to the applicable Statement of Work. Client shall reimburse Protiviti for any fees or expenses (including, but not limited to, legal expenses) reasonably incurred by it in connection with providing evidence in, or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings in any way connected with, or related to, the Services.

10. [Intentionally omitted].

11. **Limitation of Liability**. Notwithstanding anything to the contrary in this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligations under the Agreement.

12. **Engagement Team Restrictions**. If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client or an affiliate hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to the annual salary of such individual as liquidated damages. If Client or an affiliate hires or solicits any Protiviti subcontractor personnel within the proscribed time period above, Client shall pay Protiviti a fee equal to twenty percent (20%) of such subcontractor personnel's proposed annual compensation with Client or its affiliate, including bonuses, as liquidated damages.

13. **Workspace**. Client shall provide workspace for Protiviti personnel at its work sites, as well as occasional administrative support services related to the Services. Client shall provide Protiviti personnel with safe working conditions and any necessary safety orientation and security access for work on Client's premises. In the event the Client is unable to provide reasonable workspace, Protiviti will secure appropriate space and charge Client for such expenses.

14. **Warranties**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Publicity**. Neither party shall use the name of the other party, in part or whole, or any of their trademarks or trade names without the other party's prior written approval. Notwithstanding the foregoing, Client consents to Protiviti's use of Client's name and a general description of the Services to be performed by Protiviti under this Agreement in resumes and proposals.

16. **Proprietary Rights in Deliverables**. Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables if and to the extent the Statement of Work specifies the Deliverables as being owned by the Client, excluding any Protiviti Proprietary Materials (as defined below) and any third-party content that is incorporated into the Deliverables (**"Client Owned Deliverables"**). To the extent the Deliverables are not specified in the Statement of Work as Client Owned Deliverables, the parties acknowledge and agree that the Deliverables are Protiviti Proprietary Materials (as defined below). Client acknowledges that as part of performing Services, Protiviti may utilize, develop, license or purchase proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) ((which Protiviti originates, develops or purchases or licenses prior to or during the provision of Services) (collectively, **"Protiviti Proprietary Materials"**).

Client acknowledges and agrees that Protiviti retains all right, title, and interest in the Protiviti Proprietary Materials, including all intellectual property rights therein or related thereto. Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the Protiviti Proprietary Materials within the Client only and solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

17. **Termination of Agreement.** Either party may at any time and without cause terminate this Agreement by providing 30 days' prior written notice of termination to the other party. The rights and obligations set forth in Sections 5, 6, 8, 9, 10, 11, 12, 14, 15, 16 and 17 shall survive termination of this Agreement. Notwithstanding the foregoing, provided neither party is in default under this Agreement, no termination of this Agreement shall be effective until the services under any then outstanding Statement of Work are completed or until the Statement of Work is terminated. In the event of such termination, Client will pay Protiviti for all services rendered and expenses incurred by Protiviti through the date of termination. After conclusion of the work contemplated in a Statement of Work or the termination or expiration of a Statement of Work (a "**Prior SOW**"), for so long as Client and Protiviti are actively negotiating a new Statement of Work for Protiviti's provision of additional Services to Client that are substantially similar to those provided under the Prior SOW, the provisions of this Agreement and the Prior SOW, including any payment terms, shall apply to such Services provided by Protiviti prior to the finalization of such new Statement of Work.

18. **Governing Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to its conflict of laws provisions.

19. **Notice.** Unless otherwise specified in the Agreement, all notices or other communications required or desired to be sent to either party shall be in writing and sent by first class mail, postage prepaid, by next-day courier or by facsimile, to the attention of the person identified below, at the address shown below or to the facsimile number shown below. Either party may change such person, address or facsimile number by written notice to the other party. Notice shall be effective on the fifth (5th) business day after mailing, on the first (1st) day after the date of sending via next-day courier, or on the date of transmission if sent by facsimile (provided that notice shall be effective on the first (1st) business day following the date of transmission if transmission is effected on a non-business day).

Protiviti:	**Protiviti Inc.** **Attn: Mark Gosnell** **Managing Director** **400 South Hope Street, Suite 900** **Los Angeles, CA 90071**
cc:	Protiviti Inc. Attn: Legal Department 2613 Camino Ramon San Ramon, CA 94583
Client:	Kevin Schiller, Assistant County Manager 500 S. Grand Central Parkway P.O. Box 551111 Las Vegas, Nevada 89155-1111

20. **Assignment**. Neither Protiviti nor Client may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any assignment in violation of this provision shall be deemed to be null and void.

21. **Business Practices**. Each party agrees to comply with all equal employment opportunity laws applicable to the party, including, but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. Client authorizes Protiviti and its affiliated entities (and their successors and assigns and contractors) to store and use Client's business contact information wherever they do business, in connection with Protiviti's and its affiliated entities' services and in furtherance of Protiviti's and its affiliated entities' business relationship with Client. Client is responsible for obtaining any consent necessary for such authorization.

22. **Force Majeure**. Neither party shall be liable for any default or delay in the performance of its obligations (except for payment obligations) under this Agreement if such default or delay is caused by an act of God or other circumstance outside the reasonable control of the party, including, but not limited to, fire, flood, earthquake, natural disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like.

23. **Severability**. If any term of the Agreement is found to be illegal, invalid or unenforceable under applicable law, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

24. **Waiver**. No waiver shall be deemed to have been made by either party unless it is expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms of provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, and no waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law.

25. **Headings and Interpretation**. The section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. All parties hereto have participated substantially in the negotiation and drafting of this Agreement and each party hereby disclaims any defense or assertion that any ambiguity herein should be construed against the drafter of the Agreement.

26. **Regulatory Compliance**. Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverables, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.

27. **Export Control Laws**. Client hereby acknowledges and agrees that the Services and/or Deliverables may be subject to applicable export control and trade sanction laws, regulations, rules and licenses ("**Export Control Laws**"). Client shall comply with the Export Control Laws and agrees that it alone is responsible for ensuring its compliance with Export Control Laws.

28. **CCPA Compliance**. In the event that Client provides Protiviti personal information of a consumer, Protiviti shall be deemed, and shall serve in the limited capacity of, a service provider on behalf of Client solely to perform its obligations under this Agreement. Protiviti agrees that with regard to such personal

information, Protiviti will not (1) collect, sell or use the personal information, except as necessary to perform the business purpose, (2) retain, use, or disclose personal information for any purpose other than for the specific purpose of Protiviti's performance under this Agreement; and (3) retain, use, or disclose Personal Information outside of the direct business relationship between Protiviti and Client. For purposes of this paragraph, "personal information", "consumer", "service provider", "business purpose", "sale" and the correlative "sell" have the meaning set forth in the California Consumer Privacy Act of 2018. Protiviti certifies that it understands and will comply with these obligations.

Third-Party Products. At the Client's request, Protiviti shall install the third-party software (the **"Third-Party Products"**) described in the Statement of Work.

Client acknowledges and agrees that all product warranties, license terms, software support and maintenance for the Third-Party Products are provided directly by the third-party manufacturer to Client, and that Protiviti is not a party to, or liable or responsible for, such warranties, terms, support or maintenance.

PROTIVITI MAKES NO WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS AND PROVIDES SUCH PRODUCTS AS-IS, WHERE-IS. CLIENT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES RELATING TO THE THIRD-PARTY PRODUCTS SHALL BE THOSE, IF ANY, PROVIDED BY THE THIRD-PARTY MANUFACTURERS, AND CLIENT SHALL LOOK SOLELY TO THE THIRD-PARTY MANUFACTURERS WITH RESPECT THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ISSUES REGARDING THE USE OR PERFORMANCE OF THE THIRD-PARTY PRODUCTS.

STATEMENT OF WORK

Check one

☐ **Project** ☒ **Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the "**Agreement**") dated September 21, 2020, by and between Clark County, Nevada ("**Client**") and Protiviti Inc. ("**Protiviti**"). This Statement of Work shall be effective upon the first to occur of (i) the date Protiviti commences providing the Services or (ii) the date it is signed by both parties.

1. Engagement Team Leaders and Project Staffing:

   Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with Kevin Schiller, Client's project sponsor.

   Consultant engagement leaders will be as follows:

   - Engagement Managing Director: Mark Gosnell

   In addition, Protiviti staff will be used as necessary to complete the work.

2. Client's Project Manager and Additional Client Contacts:

   - Assistant County Manager: Kevin Schiller

3. Name of Project: Emergency Rental Assistance ("ERA") Application Review

4. Project Description: Review of the applications for the ERA program.

   Project Scope and Approach

   Client desires to engage Protiviti to review documents required for ERA Applications. Protiviti's Assigned Individuals will review ERA documentation based on a checklist and training provided by Client. All Services will be provided remotely and utilizing Client's remote access tools to access the information required for the performance of the Services. Protiviti will provide the laptops needed for the engagement. All other equipment, training and any other requirements will be provided by Client. In addition, Protiviti will provide process team leads and pods leads.

   Protiviti's work will consist of:

   1. Review ERA applications for eligibility requirements. The review process includes:
      - Applicant supporting documentation:
        1. Proof of identity and Clark County residency
        2. Proof of income: as of December 2019
        3. Proof of Covid hardship as of any period after March 2020
        4. Completed and signed agreement
      - Applicant landlord documentation:
        1. Form W9
        2. Landlord agreement
   2. Performing quality checks of the completed application review
   3. Provide updates of progress and identified issues

Protiviti shall provide to Client the following personnel ("**Personnel**"): 56 total resources, 44 processors to review the applications, 3 processors team leads and 9 pod leads (all leads will also process applications). Client shall provide day-to-day supervision, oversight and direction of the Personnel. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.

Personnel shall report directly and exclusively to Client, and Client shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe Client's reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Protiviti's sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish Client with replacement Personnel who agree to observe such policies.

Personnel will provide Services commencing on September 28, 2020. If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet Client's expectations, Protiviti will endeavor to provide a suitable replacement, subject to Client's approval. If Protiviti is unable to identify a replacement acceptable to Client, this Agreement will be deemed to have automatically ended with respect to that individual, except that Client shall remain liable to Protiviti for Services of such Personnel prior to his/her termination.

Clients Responsibilities:

Client will perform the following tasks and provide Protiviti the following information:

1. Provide training and supporting documentation related to the ERA Application and the cash reconciliation processes and any associated applications or tools deployed.
2. Provide view only restricted access to the Application's through a web portal. The IBM web-based portal containing applicant information and supporting documentation will have proper controls in place that the processers will have restricted view-only access to the web portal. The IBM application will restrict the processors from downloading, saving, or printing any documentation.,
3. Pay for all system and applications licenses used by Assigned individuals,
4. Maintain senior management sponsorship for the project,
5. Provide timely access to appropriate personnel for escalation and decision making related to ERA Application appropriateness,
6. Maintain overall responsibility for management decisions concerning the project,
7. Provide ongoing direction regarding scope and objectives,
8. Provide VPN access to Clark County systems and maintain necessary security protocols.

Job Limitations

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to use computers, software or network equipment owned or licensed by the Personnel, or (vi) to operate machinery (other than office machines) or automotive equipment.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c) to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

5. Fees:

Protiviti will charge for this work based upon the level of experience, expertise and time required for completing this project, plus out-of-pocket expenses.

Protiviti estimates the length of this project will be approximately 15 weeks.

Provided that there is no change to the scope of the work, we estimate the fees for completion of this engagement to be approximately $1,400,000 to $1,650,000. If Protiviti reaches the 80% estimated fee amount above, (i) Protiviti will: (a) provide the Client with written notice (which includes e-mail) promptly after it reaches 80% of the estimated fee amount and (b) continue to perform its Services under the terms of this Statement of Work, and (ii) Client will pay for such Services, unless and until the Client provides written notice to Protiviti otherwise.

Protiviti will require an initial payment of **$200,000** upon execution of this Statement of Work. Subsequent invoices will be presented weekly and due upon receipt. Also, please be advised that, should Protiviti personnel with additional subject-matter training or experience be required, any quoted amounts or rates will be subject to increase to reflect their higher billing rates, any additional resources will be approved by the Client.

Overtime (federal law requires in excess of 8 hours a day or 40 hours in a week) will be billed at one and one half (1½) times the normal billing rate. The following are established guidelines:

- One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and
- Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.
- Personnel must receive a thirty (30) minute lunch or meal break if they work more than five (5) hours in a day. Employees who work more than ten (10) hours in a day are entitled to a second 30-minute meal break.
- Personnel who work three and a half (3 1/2) or more hours in a day. Employees are entitled to ten (10) minutes of rest period for each four (4) hours, or a substantial fraction thereof, that they work in a day.

Client shall provide workspace for Protiviti personnel at its work sites if it is determined that Protiviti will be working on site. If the Client is unable to provide reasonable workspace, Protiviti will secure appropriate space, provide the estimate for the workspace to the Client, and then bill the Client accordingly.

6. Deliverables:

- Review of approximately 14,000 applications for the emergency rental assistance program

7. Address for notice (if different or additional to those set forth above):

Executed this 21 day of September 2020.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.		**CLIENT**	
By: DocuSigned by: Mark Gosnell D4BF45171D8C469...	9/28/2020	By:	9-28-2020
Mark Gosnell		**Kevin Schiller, Assistant County Manager**	

Managing Director Title

Sandra Mendoza

From: Kevin Schiller
Sent: Wednesday, October 14, 2020 10:07 AM
To: Sandra Mendoza
Cc: Adriane Garcia; Martin Maliksi; John Huddle; Margaret LeBlanc
Subject: Emergency Rental Assistance executed contract and FD6
Attachments: SS - FD #6 - PIVOTI INC..pdf; SAS1920092810480_signed.pdf

Good Morning Sandra and Adriane,

Attached is the contract with Pivoti tied to our emergency rental assistance relaunch which was expedited based on massive capacity needs. Mary Anne Miller approved the contract and I have included the FD6. Martin is looped in on the PO side so I have cc'd him related to any needed follow up on the payment side so this is expedited. I know you are very busy hence I tried to get most completed to hand over your way. Let me know if you have any questions this program re-launches tomorrow with a call center and associated adjudicators as outlined within the scope of work and has been driven from this level to insure CARES funding is expedited to prevent evictions.

Thank You

KEVIN SCHILLER
ASSISTANT COUNTY MANAGER
CLARK COUNTY MANAGER'S OFFICE
500 S. GRAND CENTRAL PARKWAY, 6TH FLOOR
LAS VEGAS, NV 89155
DIRECT: (702) 455-3523

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: September 28, 2020

DEPARTMENT: Managers Office/Department of Social Service

DEPARTMENT CONTACT NAME: Kevin Schiller

TELEPHONE NUMBER: 702-455-3523

CONSULTANT/AGENCY/SUPPLIER: Pivoti Inc.

CONTACT NAME AND TITLE: Mark Gosnell, Managing Director

PHONE, FAX AND EMAIL ADDRESS: 400 South Hope Street, Suite 900 | Los Angeles, CA 90071
Mobile (909) 680-0980 | Office (213) 327-1304 | Fax (213) 327-1357
mark.gosnell@protiviti.com

CONTRACT TITLE:

ESTIMATED AWARD AMOUNT: $1,400,000.00-
$1,600000.00

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)

TERM: September 28, 2020-December 31, 2020	RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Clark County and Pivoti Inc. agree to provide a temporary staffing to provide processing and adjudication of applicationsfor the current CHAP rental assistance program for approximately 14,000 households/individuals within Clark County. This staffing model is being implemented utilizing Federal Cares funding due a need for an expedited process and increased capacity due to the demand from Clark County residents needing rental assistance due to COVID-19 and subsequent financial impacts. Protiviti shall provide to client the following personnel ("**Personnel**"): 45-55 processors to review the applications, 3 processors team leads and 9 pod leads (all leads will also process applications). Client shall provide day-to-day supervision, oversight and direction of the Personnel. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement due to the unpredictability of the program demand. Pivoti shall invoice Clark County on a monthly basis for successive periods of 30 days following the initial payment and delivery cost upon execution of the agreement. This effort is in accordance with NRS 332.112, Emergency Declaration issues by the Clark County Manager March 15, 2020 and funds awarded to Clark County through the Federal Cares Act.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Administrative Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE:
PURCHASING AND CONTRACTS (Manager)	APPROVAL DATE: 10.13.2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 9.28.2020

RESOLUTION TO GRANT FUNDS
TO THE SALVATION ARMY FOR
EMERGENCY SHELTER: BUILDING 39 ISOLATION/QUARANTINE

This AGREEMENT formed by acceptance of this Resolution, is made and entered into this 1st day, of April 2020, by and between the County of Clark, Department of Social Service (hereinafter referred to as "County"), and The Salvation Army (hereinafter referred to as "Recipient") for the use of flexible funds for Emergency Shelter: Building 39 Isolation/Quarantine collectively hereinafter referred to as PROJECT.

WHEREAS, The PROJECT is an emergency shelter project to address the needs of homeless individuals in Southern Nevada who are in need of isolation and/or quarantine following positive testing for COVID-19 or presenting with specific symptoms associated with COVID-19;

WHEREAS, Emergency shelters offer a safe, centralized location for individuals experiencing homelessness to receive temporary shelter and appropriate services needed to expedite placement into permanent housing. A successful emergency shelter program will improve the ability of a homeless assistance system to target shelter resources effectively, perform well on HEARTH Act performance measures, and, most importantly, help households safely avoid a traumatic and stressful homeless episode;

WHEREAS, The Salvation Army ("Recipient") located at 2900 Palomino Lane, Las Vegas, NV 89107, proposes to provide emergency shelter services for appropriate individuals seeking assistance and/or shelter;

WHEREAS, pursuant to final action taken by the Board of County Commissioners at the January 22, 2019 meeting, a portion of marijuana business licensing fees collected by the Business License Department is to be set aside to address homelessness;

WHEREAS, on March 19, 2019, the Board received a report and update on the Clark County regional plan to address homelessness. Goal 4 of the plan includes the provision of an emergency shelter program.

WHEREAS, providing decent, safe, and sanitary housing is essential to a successful program;

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 372.3261;

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County;

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below;

WHEREAS, the Board of County Commissioners has identified Clark County Homeless Initiatives as a Department of Social Service in supplementing county functions designed to end homelessness;

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide up to one hundred and nineteen thousand and one hundred and twenty dollars (**$119,120**) to Recipient to provide financial assistance for the Emergency Shelter Program, during the period from April 1, 2020, through September 30, 2020, as outlined in Exhibit "A", "Scope of Services".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "A", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "A", must receive prior written approval of the County.

C. Recipient acknowledges these funds are not to be used for research and development activities.

D. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Subrecipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

E. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

F. The Awarding Official for this grant is the Assistant Director of Clark County Social Service. The Emergency Shelter contact person is Manager, Clark County Social Service, Resource and Development Unit, 1600 Pinto Lane 3rd Floor, Las Vegas, NV 89106, helphopehome@ClarkCountyNV.gov, or 702-455-5723.

II. General Conditions

A. In accordance with Clark County policy, Recipient shall give priority attention to referrals for service for County-identified clients if described in Exhibit "A".

B. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

C. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

A separate copy of the additional insured endorsement must be provided. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. Auto insurance must specify any auto. In lieu of any auto, a combination of "scheduled", "hired", and "non-owned" autos is acceptable.

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall carry Commercial General Liability in the amount of $1,000,000. A separate copy of the additional insured endorsement is required and the policy must contain a primary and non-contributory clause as well as a waiver of subrogation endorsement. All deductibles and self-insured retentions shall be fully disclosed and entered on the Certificate of Insurance and may not exceed $25,000. If the deductible is "zero" it must still be referenced on the certificate. The General Liability Aggregate must be applied on a "Per Project" basis. Both the NAIC numbers and AM Best Key Ratings of all insurance carriers shall be fully disclosed and present on the certificate.

(4) Recipient shall carry Workers' Compensation insurance issued by an insured qualified to underwrite workers' compensation insurance in the State of Nevada.

(5) Recipient shall carry Professional Liability insurance in the amount of $1,000,000.

(6) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Resolution. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G.. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and

claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any resolution between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, resolutions, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. Recipient will provide a copy of its most recent audit or financial statements to CCSS-RAD. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, resolutions, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. Detailed documentation i.e. receipts to include date and method of payment, cancelled checks and/or complete bank statements, and complete source documentation to support expenses will be submitted by Recipient on a monthly basis. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this

Resolution. Information on how to submit expense documentation will be provided upon resolution approval.

D. Eligible expenditures from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

E. Expenditures by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

G. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

IV. Expiration. Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by September 30, 2020. A time extension of up to six months may be authorized by the Assistant Director of Social Service, or his designated representative, if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. Upon Recipient's request, the agreement created by acceptance of this Resolution may be extended by the Assistant Director of Social Service, on an annual fiscal year basis for a period of up to 4 additional years in addition to that provided in section IV. A., for the same services provided for in this Resolution and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Assistant Director of Social Service, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by the CCSS-RAD of the efficacy of Recipient's services.

C. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes, regulations or change in County processes.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the

County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

F. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 1st day of April.

THE SALVATION ARMY

By: _____ DATE: 4/1/2020

COUNTY:
CLARK COUNTY, NEVADA

By: _____ DATE: 3/31/2020
KEVIN SCHILLER
Assistant County Manager

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____ DATE: 3/31/20
Mary-Anne Miller
County Counsel

EXHIBIT "A"

THE SALVATION ARMY FOR
EMERGENCY SHELTER: BUILDING 39 ISOLATION/QUARANTINE

SCOPE OF SERVICES

SCOPE OF WORK:
Clark County (COUNTY) will administer County funds to assist with the cost of providing beds for an Emergency Shelter Program that provides isolation/quarantine beds for clients testing positive for COVID-19 or presenting with symptoms associated with COVID-19. The Salvation Army currently has 32 beds available in Building 39 which can be dedicated solely for this PROGRAM. The Salvation Army will offer appropriately distanced spacing in accordance with CDC guidance, as well as provide basic supplies and services including meals to referred clients. Referring agencies will enroll clients and assist with exit planning and discharge after isolation/quarantine time has completed. All services must be easily accessible and evaluated for effectiveness on a regular basis.

Clark County will authorize funds made available for the 2020 program period commencing from the date of award ending September 30, 2020 with the option to renew for additional six month periods if necessary. The PROGRAM services shall be provided to individuals experiencing homelessness free of charge and with reasonable restrictions on the length of stay for the entire contract period.

1.0 Responsibilities of PROVIDER

The PROVIDER will:

1. Provide beds as temporary shelter for purposes of isolation/quarantine for clients testing positive for COVID-19 or presenting with symptoms associated with COVID-19.
2. Provide the following:
    a. Clean, safe, property ventilated, air-conditioned and/or heated facility with an adequate number of beds for each individual served, appropriately distanced per CDC guidance.
    b. At least one (1) blanket for each individual serviced by the emergency shelter program.
    c. Meal service or access thereto appropriate for the PROGRAM's hours of operation and drinking water throughout the day or night.
    d. Access to restrooms, wash basins, showers with hot and cold running water, personal hygiene products, and clean clothing as needed and as available.
    e. Storage space for personal items.
    f. Maintenance of the building, showers, beds, and other accommodations so as to make the emergency shelter beds available for the entire term of the PROGRAM.
    g. Staff for room maintenance, laundering, and answering building-related questions.
3. Ensure the operation of the PROGRAM is in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable Federal, state and local regulations. PROVIDERS are expected remain bound by the terms of this scope of work and PROVIDERS are encouraged to contact the COUNTY regarding unique client issues that may require flexibility with the provisions of this scope of work. Any deviation must be approved by the COUNTY in writing.
4. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services.
5. Be available for consultation regarding the operation and progress of the PROGRAM with all parties of the funding agreement, and at such other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.

6. Adhere to Housing First principles: In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:
    a. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements.
    b. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.
7. Comply with Equal Access Rule: In alignment with the Equal Access Rule, PROVIDERS will provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the equal access rule.
8. Participate in Homeless Management Information System (HMIS): PROVIDER will enter applicable client profile, enrollment, and service data in a timely manner into HMIS in alignment with the Nevada HMIS Data Quality Plan.
9. Implement a quality assurance component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery. PROVIDER must submit a written procedure for implementing the client feedback mechanism(s), and report on its progress when submitting monthly reports.
10. Submit to COUNTY's authorized representative the funding agreement monthly status reports, which shall be done by the 15th calendar day of the monthly following the month for which services were provided. Each monthly report shall cover a single month, starting on the 1st day of each calendar month and ending on the last day of each calendar month regardless of the day of the week or the date that services actually commenced. These reports shall cover the activities of the PROGRAM, including, but not limited to 1) HMIS – Program-Based Demographic Report, 2) HMIS – Service Census Report, 3) HMIS – Housing Census – Program Based Report.
11. Submit to COUNTY's authorized representative a monthly invoice by the 15th calendar of each month for the previous month's services, which includes the above stated reports from HMIS.
12. Maintain financial records pertaining to all matters relative to contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable for a period of five (5) years upon completion of scope of work, or termination of resolution, whichever comes first. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY for the required period of time.
13. PROVIDER shall provide written notice to COUNTY of any program changes during operating period for which COUNTY's funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and PROVIDER.
14. PROVIDER is responsible to participate within the COUNTY within the local Continuum of Care in further development of improved provision of homeless emergency housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
15. PROVIDER will maintain the confidentiality of records pertaining to any individual that is provided domestic violence prevention or treatment services through the PROGRAM and ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM.
16. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

2.0 Budget

The Salvation Army has agreed to provide use of beds/linens, basic supplies, and three daily meals to clients, as well as chairs for television areas, utilities, and internet/wifi.

The COUNTY has agreed to provide appropriate staffing for PROGRAM that includes a Project Manager and other applicable positions.

The following items may be paid to The Salvation Army with Emergency Shelter Funds, not to exceed $119,120:

- 32 Shelter Beds at $12 per bed, per night
    a. $11,712 per month/$70,272 for six months
    b. Flat monthly amount, regardless of occupancy
- Up to 32 daily meals at $8 per day
    a. Up to $7,808 per month/$46,848 for six months
    b. Variable, based on actual occupancy
- Furniture not to exceed $2,000 for length of agreement
    a. 6 beds
    b. 2 televisions

The Assistant Director of Social Service may authorize line item budget adjustments not exceeding 10% of the annual award in writing; all other modifications require approval from the Board of County Commissioners.

ACCEPTANCE OF CLARK COUNTY HOMELESS INITIATIVES PROGRAM AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, LT. COL. KELLY PONTSLER, as DIVISIONAL COMMANDER of The Salvation Army, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant County Funds to The Salvation Army, for the Emergency Shelter Project, adopted by Clark County, Nevada, on the _____ day of _____, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 1ST day of April,

The Salvation Army

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on April 1, 2020 (Date)
by Col. Kelly Pontsler (Name of Person) as Divisional Commander (Title) of

The Salvation Army.

Erika P
NOTARY PUBLIC

(SEAL)

ERIKA PEREZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires July 30, 2021

My Commission expires: 7.30.21

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **THE SALVATION ARMY, A CALIFORNIA CORPORATION**FOR THE
SALVATION ARMY -CRFPROGRAM

WHEREAS, **THE SALVATION ARMY, A CALIFORNIA CORPORATION**("Recipient") located at 2900 Palomino Lane, Las Vegas, NV 89107, proposes to provide Food, Shelter, Rental Assistance and housing to families affected by Covid through its SALVATION ARMY –CRF Program (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED SIX AND NO/100TH DOLLARS ($1,160,406) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Salvation Army –CRF Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such

reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs,

loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this

Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting

documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 23rd day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: The Salvation Army, A California Corporation
Project Name: Salvation Army -CRF

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe Admin	$ 133,405	$ 58,488
Professional Services	$ 45,382	$
Furniture/Fixtures and Equipment	$ 32,300	$
Computer related (software, hardware, internet, etc.) (rental only)	$ 6,800	$ 2,700
Utilities	$ 367,650	$
Maintenance Supplies	$ 13,100	$
Office Supplies & Postage	$ 8,700	$ 1,000
Local Travel	$ 16,497	$ 443
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance/Nutrition	$ 614,928	$ 200,000
Homeless Services / Shelter	$ 917,479	$ 493,308
Rapid Rehousing and Diversion	$ 1,105,742	$ 329,258
TOTAL PROJECT COST:	**$ 3,261,983**	**$ 1,085,197**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THE SALVATION ARMY, A CALIFORNIA CORPORATION

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION ONE HUNDRED SIXTY THOUSAND FOUR HUNDRED SIX AND NO/100TH DOLLARS ($1,160,406) in Coronavirus Relief Funds (the "Funds") to THE SALVATION ARMY, A CALIFORNIA CORPORATION, ("Recipient") to assist with operating and program expenses associated with its Salvation Army –CRF Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide clients with basics such as food, hygiene products, clothing, and sleeping accommodations to ensure there is no delay in meeting immediate needs. Funding will increase the Emergency Shelter's capacity to provide safe and clean respite for individuals experiencing homelessness during the COVID-19 pandemic. The shelter is currently available to open immediately with the ability to serve 30 men and 20 women. Starting October 1, 2020 funding will increase our shelter capacity to serve a total of 170 individuals per night (an addition of 66 men's beds, 26 women's beds, and 18 transgender beds). Funding will also provide food (12,500 meals per month) emergency shelter, and Rapid Rehousing Rental assistance.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Provide an additional 50,000 meals (12,500 per month) for those experiencing food insecurity in response to the COVID-19 Pandemic
   - Provide 170 beds each night for individuals in need of safe respite from the streets during the COVID-19 Pandemic
   - Assist 50 Households with approximately 200 individuals to access permanent housing and move from homeless to housed pandemic.in response to the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **THE SALVATION ARMY, A CALIFORNIA CORPORATION**

PROGRAM: **Salvation Army -CRF**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide an additional 50,000 meals (12,500 per month) between September 2020 and December 2020 for those experiencing food insecurity due to the coronavirus pandemic.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
170 beds each night for individuals in need of safe respite from the streets during the COVID-19 pandemic.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Assist 50 Households with approximately 200 individuals to access permanent housing and move from homeless to housed.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES }

On OCTOBER 6, 2020 before me, G. IRIGOYEN-SALINAS, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*

personally appeared DOUGLAS TOLLERUD
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

G. IRIGOYEN-SALINAS
Notary Public - California
Los Angeles County
Commission # 2320685
My Comm. Expires Mar 3, 2024

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document CLARK COUNTY . FUNDS
Title or Type of Document: RESOLUTION TO GRANT CORONAVIRUS RELIEF
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DOUGLAS TOLLERUD	Signer's Name:
☒ Corporate Officer – Title(s): TREASURER	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: THE SALVATION ARMY	Signer is Representing:

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AMENDED RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **THE SALVATION ARMY, A CALIFORNIA CORPORATION** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

WHEREAS, **THE SALVATION ARMY, A CALIFORNIA CORPORATION,** DUNS #101720758, ("Recipient") located at 2900 Palomino Lane. Las Vegas NV 89107, proposes to provide Food, Shelter, Rental Assistance and housing to families affected by Covid through its CARES Basic Needs Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION EIGHTY-FIVE THOUSAND ONE HUNDRED NINETY-SEVEN AND NO/100TH DOLLARS ($1,085,197) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance

Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600

Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for

injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 22nd day of February, 2021.

By: _____
KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, LT. COL. KELLY PONTSLER, as DIVISIONAL COMMANDER of **The Salvation Army, A California Corporation**, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **The Salvation Army, A California Corporation** for the **CARES BASIC NEEDS ASSISTANCE PROGRAM**, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 3 day of November, 2020.

The Salvation Army, A California Corporation
By: [signature]

SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on November 3rd (Date), 2020

by Lt. Col. Kelly Pontsler (Name of Person) as Divisional Commander (Title) of

[signature]
NOTARY PUBLIC

(SEAL)

ERIKA PEREZ
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires July 30, 2021

My Commission expires: 7-30-21

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: The Salvation Army, A California Corporation

Project Name: CARES Basic Needs Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe Admin	$ 133,405	$ 58,488
Professional Services	$ 45,382	$
Furniture/Fixtures and Equipment	$ 32,300	$
Computer related (software, hardware, internet, etc.) (rental only)	$ 6,800	$ 2,700
Utilities	$ 367,650	$
Maintenance Supplies	$ 13,100	$
Office Supplies & Postage	$ 8,700	$ 1,000
Local Travel	$ 16,497	$ 443
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance/Nutrition	$ 614,928	$ 200,000
Homeless Services / Shelter	$ 917,479	$ 493,308
Rapid Rehousing and Diversion	$ 1,105,742	$ 329,258
TOTAL PROJECT COST:	**$ 3,261,983**	**$ 1,085,197**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THE SALVATION ARMY, A CALIFORNIA CORPORATION

CARES Basic Needs Assistance Program SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION EIGHTY-FIVE THOUSAND ONE HUNDRED NINETY-SEVEN AND NO/100TH DOLLARS ($1,085,197) in Coronavirus Relief Funds (the "Funds") to **THE SALVATION ARMY, A CALIFORNIA CORPORATION** ("Recipient") to assist with operating and program expenses associated with its CARES Basic Needs Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Provide an additional 50,000 meals (12,500 per month) for those experiencing food insecurity in response to the COVID-19 Pandemic

   - Provide 170 beds each night for individuals in need of safe respite from the streets during the COVID-19 Pandemic

   - Assist 50 Households with approximately 200 individuals to access permanent housing and move from homeless to housed pandemic.in response to the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **THE SALVATION ARMY, A CALIFORNIA CORPORATION**

PROGRAM: CARES Basic Needs Assistance Program

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
Provide an additional 50,000 meals (12,500 per month) between September 2020 and December 2020 for those experiencing food insecurity due to the coronavirus pandemic.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
170 beds each night for individuals in need of safe respite from the streets during the COVID-19 pandemic.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Assist 50 Households with approximately 200 individuals to access permanent housing and move from homeless to housed.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO THE SALVATION ARMY, A CALIFORNIA CORPORATION FOR THE
CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, THE SALVATION ARMY, A CALIFORNIA CORPORATION ("Recipient") located at 2900 Palomino Lane, Las Vegas, NV 89107, possessing federal unique identifier 101720758, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide FIVE HUNDRED TWENTY THOUSAND AND NO/100TH DOLLARS ($520,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist

with the operational costs for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Service, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 16th day of July, 2020.

By: Yolanda T. King
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Steven Swickert
Deputy District Attorney

EXHIBIT "A"

THE SALVATION ARMY, A CALIFORNIA CORPORATION

CHAP PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: The Salvation Army, A California Corporation
Project Name: Housing Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$90,125.00	$23,784.00
% charged to grant		100%
Professional Services contracted (audit, bookkeeping, etc.)	$21,217.00	$
Rent /Insurance of facility	$	$
Furniture/Fixtures and Equipment	$8,000.00	$
Computer related (software, hardware, internet, etc.)	$3,200.00	$3,200.00
Utilities (Power, Gas, Telephone, etc.)	$47,621.00	$1,200.00
Maintenance Supplies	$	$
Office Supplies & Postage	$7,500.00	$1,500.00
Local Travel	$15,957.00	$1,897.00
Staff Development	$	$
Liability Insurance/Fidelity Bond*	$	$
Administrative Costs (in-house bookkeeping, accounting, reports)	$	$
Indirect Costs (10% De minimus allowable)	$118,722.00	$50,000.00
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$$1,105,742.00	$387,000.00
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$199,304.00	$51,419.00
% charged to grant		100%
Office Space for Direct Service staff or for client use	$	$
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$
Other: _____	$	$
TOTAL PROJECT COST:	$1,617,388.00	$520,000.00

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

1

EXHIBIT "B"

THE SALVATION ARMY, A CALIFORNIA CORPORATION

CARES HOUSING ASSISTANCE PROGRAM

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide FIVE HUNDRED TWENTY THOUSAND AND NO/100TH DOLLARS ($520,000) in Coronavirus Relief Funds (the "Funds") to THE SALVATION ARMY, A CALIFORNIA CORPORATION ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 100 households with rent, mortgage and utility assistance to maintain their housing.

   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: THE SALVATION ARMY, A CALIFORNIA CORPORATION

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 100 individuals and families who have been impacted by COVID-19	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
  - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
  - Loss of employment
  - Reduction in work hours
  - Furlough from employment
  - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
  - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
  - Proof of Unemployment Insurance Benefits (UIB)
  - Bank Statements indicating a loss in income
  - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, DOUGLAS TOLLERUD, as TREASURER of **THE SALVATION ARMY, A CALIFORNIA CORPORATION**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **THE SALVATION ARMY, A CALIFORNIA CORPORATION**, for the **TSA CHAP** program, adopted by Clark County, Nevada, on the 13 day of JULY, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 13 day of JULY, 2020.

THE SALVATION ARMY, A CALIFORNIA CORPORATION

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on _____, 2020
(Date)

by _____ as _____ of
(Name of Person) (Title)

THE SALVATION ARMY, A CALIFORNIA CORPORATION.

(SEAL)

PLEASE SEE CA NOTARY CERT ATTACHED
NOTARY PUBLIC

My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES }

On JULY 13, 2020 before me, G. IRIGOYEN-SALINAS, NOTARY PUBLIC
Date *Here Insert Name and Title of the Officer*

personally appeared DOUGLAS TOLLERUD
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

G. IRIGOYEN-SALINAS
Notary Public - California
Los Angeles County
Commission # 2320685
My Comm. Expires Mar 3, 2024

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS WITH THE SALVATION ARMY
Document Date: 7.13.2020 Number of Pages: 1
Signer(s) Other Than Named Above: \

Capacity(ies) Claimed by Signer(s)

Signer's Name: DOUGLAS TOLLERUD	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: THE SALVATION ARMY	Signer is Representing:

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RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM FOR THE
CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM ("Recipient") located at 201 South Las Vegas Boulevard, Suite 1533, Las Vegas, NV 89074possessing federal unique identifier 080016804, proposes to provide rent, mortgage and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED EIGHT AND NO/100TH DOLLARS ($1,474,508) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the

CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Service, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: Yolanda T. King
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By:
Deputy District Attorney

EXHIBIT "A"

SN CHIPS CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: Las Vegas CHIPs dba Southern Nevada CHIPs

Project Name: Rise & Thrive

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$15000	$0
% charged to grant		
Professional Services contracted (audit, bookkeeping, etc.)	$	$
Rent /Insurance of facility	$1000	$0
Furniture/Fixtures and Equipment	$1500	$0
Computer related (software, hardware, internet, etc.)	$2311	$0
Utilities (Power, Gas, Telephone, etc.)	$1500	$0
Maintenance Supplies	$500	$
Office Supplies & Postage	$2,000	$0
Local Travel	$2100	$0
Staff Development	$2000	$0
Liability Insurance/Fidelity Bond*	$12000	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$2000	$0
Indirect Costs (10% De minimus allowable)	$134,046	$134,046
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$1,300,000	$1,300,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$ 35312	$ 35312
% charged to grant		100.00
Office Space for Direct Service staff or for client use	$3,000	$3,000
Furniture/Fixtures and Equipment for client/participant space	$1000	$1000
Advertising / Marketing (includes brochures, client recruitment, etc.)	$250	$250
Other: Office Supplies for Direct staff / Copies	$900	$900
TOTAL PROJECT COST:	$ 1,516,419	$ 1,474,508

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

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EXHIBIT "B"

SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM

SN CHIPS CHAP

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED EIGHT AND NO/100TH DOLLARS ($1,474,508) in Coronavirus Relief Funds (the "Funds") to SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 420 households with rent, mortgage and utility assistance to maintain their housing.

   - Prevent evictions that would occur as a result of the COVID-19 Pandemic

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Prevent eviction of 420 individuals and households that have been impacted by COVID-19.	Total # served the monthly ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

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CARES
HOUSING ASSISTANCE
PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Alexandria Brown, as Executive Director of **SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM**, for the **SN CHIPS CHAP** program, adopted by Clark County, Nevada, on the _____day of _____, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this _____ day of _____, 2020.

SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM

By: Alexandria Brown
SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on July 13, 2020 (Date), ~~2020~~

by Alexandria Brown (Name of Person) as Executive Director (Title) of

SOUTHERN NEVADA CHIPS COMMUNITY HEALTH IMPROVEMENT PROGRAM.

Kristine D'Arienzo
NOTARY PUBLIC

(SEAL)

KRISTINE D'ARIENZO
Notary Public, State of Nevada
Appointment No. 10-3215-1
My Appt. Expires Sep 24, 2022

My Commission expires: 9/24/2022

REIMBURSEMENT AGREEMENT BETWEEN CLARK COUNTY AND SOUTHWEST GAS

THIS AGREEMENT is made and entered between the County of Clark, a political subdivision of the state of Nevada ("Clark County"), and SOUTHWEST GAS ("SOUTHWEST GAS").

Recitals:

WHEREAS On April 23, 2020, Clark County, Nevada (The "County") was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019.

WHEREAS Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020.

WHEREAS Southern Nevada has been particularly hard hit by the COVID-19 pandemic. In April, unemployment statewide soared to 28.2%, the highest ever reported level from any State, even exceeding unemployment rates from the Great Depression;

WHEREAS in May 2020, the U.S. Department of Labor, the Las Vegas-Henderson-Paradise region ranks the highest amongst our peer urban/metros areas in unemployment at 29% through May 2020, and the region's unemployment rate remains high at 17.8% reported by DOL at the end of June 2020, and preliminary forecasts of 16.4% by the end of July 2020;

WHEREAS CRF funding may be used to support Nevadans struggling with the secondary effects of the COVID-19 pandemic. These secondary effects include assisting Nevadans with the costs of unpaid utility bills, as long as those payments do not substitute for government revenue replacement;

WHEREAS SOUTHWEST GAS owns and operates an UTILITY System within Nevada, in accordance with Tariff Schedules filed with and approved by the Public Utilities Commission of Nevada. and in that capacity has been a partner in economic relief efforts, offering expanded bill assistance, flexible billing, payment options, and other resources, but additional assistance is needed for those suffering economically from the effects of COVID in the community; and

WHEREAS Clark County intends to assist Southern Nevadans struggling with the costs of unpaid utility bills from SOUTHWEST GAS due to loss of employment or other economic impacts due to the COVID-19 crisis by entering into this agreement to allocate one-time funding to SOUTHWEST GAS to satisfy some outstanding balances for Southern Nevadan account holders struggling with the ability to pay due to COVID -19 related factors.

NOW, THEREFORE, the parties agree as follows:

A. USE OF FUNDS

1. Clark County will make a one-time payment of up to $300,000 to SOUTHWEST GAS to be utilized solely for the purposes and the manner set forth in this agreement.

2. SOUTHWEST GAS agrees to utilize the funds only as follows:

a. SOUTHWEST GAS will use Coronavirus Relief Funds ("CRF") furnished by Clark County only for utility services that were provided after March 1, 2020.

b. SOUTHWEST GAS will not use CRF to pay for any late fees or penalties associated with delinquent utility bills and will forgive such fees and penalties for utility services fees that were paid by CRF.

c. SOUTHWEST GAS will not use any CRF to the credit of an account on balances that have already been paid through other federal or state funds assistance programs, such as the Low-Income Home energy Assistance Fund.

d. If SOUTHWEST GAS receives payment from another sourcefor an account paid with CRF , SOUTHWEST GAS will ensure that the payment from another source is applied to a future billing period not associated with the CRF payment.

e. SOUTHWEST GAS will notify customers in writing whose accounts have been paid with CRF due to the customer being financially impacted by COVID.

f. SOUTHWEST GAS will not use CRF to pay any local taxes or franchise fee costs charged to customer's accounts and any CRF used to pay any local taxes or franchise fee costs shall be returned to Clark County prior to December 30, 2020.

3. SOUTHWEST GAS also acknowledges, covenants, and agrees:

a. Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the County to return funds to the federal government.

b. SOUTHWEST GAS considers its customer information confidential. To ensure its customers' privacy, SOUTHWEST GAS has only provided Clark County with unique account numbers and outstanding account balances. SOUTHWEST GAS will ensure that all accounts to which CRF are credited will have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency.

c. SOUTHWEST GAS shall maintain and make available to the Treasury OIG or the County upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and maintain an appropriate audit trail to provide accountability for all expenditures of CRF received under this agreement. SOUTHWEST GAS will maintain records relative to the disbursement or crediting of these CRF funds for a period of five (5) years after final payment is made by Clark County to SOUTHWEST GAS. Recorded phone calls associated with documentation of accounts eligible for CRF will be maintained by SOUTHWEST GAS for a period of thirty (30) calendar days from the date of the phone call, but documentation of the receipt of phone calls regarding eligibility for CRF will be maintained for a period of five (5) years after final payment is made by Clark County to SOUTHWEST GAS

d. In the event that the federal government determines that the use of CRF as contemplated by this agreement is unlawful, SOUTHWEST GAS will work in good faith with Clark County to achieve an equitable resolution.

B. GENERAL PROVISIONS

1. This Agreement shall be in full force and effect from and after the date of execution of the Agreement and shall continue until the obligations of Clark County and SOUTHWEST GAS are fulfilled, unless terminated earlier in accordance with this Agreement.

2. SOUTHWEST GAS understands and agrees that Clark County may at any time elect not to not proceed with this Agreement and may terminate this Agreement with or without cause and at any time, without any cost to Clark County, upon ten (10) calendar days written notice to SOUTHWEST GAS and prior to the provision of CRF to SOUTHWEST GAS.

3. All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive termination of expiration of this Agreement shall survive termination or expiration of this Agreement.

4. Each notice, consent, request, or other communication required or permitted under this Agreement must be in writing, and be delivered either personally, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (D) be addressed to the Parties as set forth below:

SOUTHWEST GAS
Attn: Michelle Ansani
8360 S. Durango Dr.
Las Vegas, NV 89113

Clark County:
Clark County, Nevada – Government Center
Attn: County Manager

500 South Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89155

Each notice required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the date officially recorded as delivered according to the record of delivery if mailed by certified mail; or (C) on the date officially recorded as delivered according to the record of delivery if delivered by courier.

5. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

6. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions and will be initiated in the Eighth Judicial District Court of the State of Nevada.

7. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement.

8. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed formally by the Parties through their authorized representatives.

9. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as Clark County's contractors, SOUTHWEST GAS's customers, or any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to attempt to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

11. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

12. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any

manner in the construction of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

In witness whereof, the parties intend this Agreement to be effective on the date last written below.

SOUTHWEST GAS:

Southwest Gas

By: _____

Title: Jose Esparza, SVP Information Services and Customer Engagement

Date: _November 2, 2020_

CLARK COUNTY:

CLARK COUNTY, NEVADA

By: _____
Kevin Schiller, Assistant County Manager

Date: 11-16-2020

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN CLARK COUNTY AND SOUTHWEST GAS

THIS AMENDMENT effective December 30th, 2020, ("Amendment") is made and entered the County of Clark, a political subdivision of the State of Nevada ("Clark County") and Southwest Gas ("Southwest Gas")

WHEREAS, on November 16, 2020, the parties entered into a Reimbursement Agreement ("Agreement") for Clark County to provide Coronavirus Relief Funds ("CRF") to Southwest Gas to assist Southern Nevadans struggling with the costs of unpaid utility bills due to loss of employment or other economic impacts due to the COVID-19 crisis.

WHEREAS, on November 23, 2020, due to an increase in the number of COVID-19 cases, the Governor of State of Nevada issued Declaration of Emergency Directive 35 to reduce the spread of COVID-19.

WHEREAS, due to the continued need for utility assistance, the parties desire to amend the Agreement to increase the amount of CRF to NV Energy to continue assist Southern Nevadans struggling with the costs of unpaid utility bills from NV Energy due to loss of employment or other economic impacts due to the COVID-19 crisis.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Agreement, the parties agree as follows:

(1) To amended Section A(1) to increase the one-time payment amount from $300,000 to $1,500,000to Southwest Gas to be utilized solely for the purposes and the manner set forth in the Agreement.

(2) Southwest Gas agrees that failure to pay any local taxes or franchise fee costs will not result in a customer incurring any penalty, fee or discontinuation of services.

(3) Except for this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed.

SOUTHWEST GAS

By: _____
Jose Esparza, SVP Information Services and Customer Engagement

Date: 12 30 20

CLARK COUNTY, NEVADA

By: _____
Kevin Schiller
Assistant County Manager

Date: 1-6-2021

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

FD-6 Attached

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THE AMERICANA ASSISTED LIVING, A WELL CARE COMPANY, TO ADMINISTER A HOUSING PROGRAM FOR AT RISK MEDICALLY HOMELESS CLIENTS
CFDA 21.019

THIS AGREEMENT is made and entered into as of the 1st day of August 2020, by and between Clark County (hereinafter referred to as "the County") and The Americana Assisted Living (hereinafter referred to as "FACILITY")

WITNESSETH, THAT:

WHEREAS, FACILITY offers housing, and access to primary care providers, psychiatric medication management, women's health, mental health services, case management, transportation, and pharmacy services in Las Vegas, Nevada. FACILITY incorporates the social, emotional and behavioral aspects of an individual's life and expands its services from treatment to health promotion and early intervention. This integration promotes optimal social and emotional development, and providers assume greater responsibilities for the coordination of care of patients and play a critical role in the screening and ongoing management of a patient's emotional behavioral, and clinical challenges; and

WHEREAS, the onset of COVID-19 has severely impacted the homeless population and capacity with medical care and support. This placement facility will increase capacity due to reduced congregate care availability and provide acute medical support for medically fragile homeless and at-risk clients; and

WHEREAS, Clark County is a governmental agency located in Nevada.

NOW, THEREFORE, in consideration of the current conditions, covenants and agreements contained herein, FACILITY intends to provide Clark County 80 beds for housing services to seniors and medically fragile individuals experiencing homelessness who have been identified by Centers for Disease Control as a vulnerable population contracting COVID-19 and intends to provide these services at the following facilities:

The Americana Assisted Living located at:
100 S. 14th St. Las Vegas, NV 89101

1. **SCOPE OF WORK.**

A. The County will provide TWO HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE DOLLARS ($243.333.00) in CARES Act Coronavirus Relief Funds (the "Funds") to FACIILITY for the placement of homeless vulnerable clients in Clark County and to address needs for placement and support of the population due to COVID-19, during the period from August 1, 2020 to December 30, 2020 as outlined in Exhibit "A", "Scope of Work ".

B. FACILITY will provide all services, including personnel and materials, to operate and manage the Program in accordance with "Scope of Services", incorporated herein as if fully

set forth. Changes in the Scope of Work and Program Budget, as described in Exhibit "A", must receive prior written approval of the County.

C. FACILITY, upon request, will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance"). FACILITY must review and become familiar with the Guidance.

D. FACILITY shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. FACILITY shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, FACILITY shall make available to the County staff these written policies and procedures and will be monitored for compliance.

E. To the extent FACILITY is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), FACILITY shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality.

2. TERM AND TERMINATION

A. **Term**. Due to the ongoing indeterminate nature of the COVID-19 outbreak this Agreement shall be for a period commencing on the date first written above to December 30, 2020.

B. **Termination**. This Agreement shall terminate at the end of the term. This Agreement may also be terminated by either party with provision of 30-day advance written notice.

3. PAYMENT

A. **Amount**. The County will pay FACILITY TWO HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED THIRTY-THREE DOLLARS ($243.333.00) monthly to a maximum of ONE MILLION TWO HUNDRED SIXTEEN THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS ($1,216,666.00) for the term of the contract in CARES Act Coronavirus Relief Funds (the "Funds") for the placement of homeless vulnerable clients in Clark County and to address needs for placement and support of the population due to COVID-19, during the period from August 1, 2020 to December 30, 2020 as outlined in Exhibit "A", "Scope of Work and Program Budget". The County will provide an initial payment of $68,200.00 upon execution of the contract. The remainder shall be billed monthly to the County by the 30th day of the month following services rendered with an invoice specific to actuals by area within the budget (Exhibit A). The monthly billed amount will be remitted by the County within 30 days of receipt.

4. OBLIGATIONS AND INDEMNIFICATION

A. FACILITY will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. FACILITY will comply with all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C.

D. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, FACILITY shall be an independent contractor only.

Nothing in this Agreement is intended to appoint FACILITY as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing FACILITY an agent of the County.

E. (1) If FACILITY uses a vehicle in providing its services, it shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) FACILITY shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) FACILITY shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. FACILITY shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, or independent auditors contracted by the County, shall be announced to FACILITY in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of FACILITY which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. FACILITY will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

G. FACILITY shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. FACILITY's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to FACILITY. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of FACILITY.

H. INTENTIONALLY OMITTED.

I. FACILITY will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, FACILITY shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

K. No officer, agent, consultant, or employee of FACILITY may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of FACILITY may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. INTENTIONALLY OMITTED

N. No officer, agent, consultant, or employee of FACILITY may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or FACILITY, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If FACILITY engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a recipient of County Funds, and in connection with public services offered through the Program, FACILITY must adhere to the following stipulations:

(1) FACILITY must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Agreement;

(2) If FACILITY conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Agreement, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) FACILITY shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) FACILITY shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

5. **NOTICE**. All notices, demands, or communications to be given under this Agreement or by law shall be given in writing by delivery or by mail and shall be deemed given when delivered or, if mailed, one day after deposit in the U.S. mail, first class certified mail, postage prepaid, return receipt requested, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth-in this section:

To FACILITY:

Americana Assisted Living
3112 W. Charleston Blvd
Las Vegas, NV 89102
Attn: Marce Casal

To County:

500 S. Grand Central Parkway
Box 551111
Las Vegas, NV 89155-1111
Attn: Kevin Schiller

6. **RELATIONSHIP OF THE PARTIES**. FACILITY and the County are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

7. **GOVERNING LAW**. The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of State of Nevada.

8. **SEVERABILITY**. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9. **SUCCESSORS AND ASSIGNS**. The terms and conditions of the Agreement shall be binding on any successors and assigns of either party.

10. **ENTIRE AGREEMENT**. All prior understandings and agreements between the parties are merged into this Agreement, which Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and this Agreement may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought. The covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first indicated above:

FACILITY:

By: _____ 7/18/2020
Marce Casal, CEO Date

COUNTY:

By: _____ 7-18-2020
Kevin Schiller, Assistant County Manager Date

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

THE AMERICANA ASSISTED LIVING, A WELL CARE COMPANY

The following items may be paid with the Coronavirus Relief Funds, $243,333 MONTHLY not to exceed $1,216,666 FOR THE TERM OF THE CONTRACT:

THE AMERICANA ASSISTED LIVING agrees to provide the following services:

- 24/7 On-Site Supervision

- 24/7 Housekeeping
- 24/7 Caregivers
- Access to Primary Care Providers (MD or Nurse Practitioners)
- Access to Physical Therapy
- Access to Occupational Therapy
- Access to Psychiatrists and Psychiatric Nurse Practitioners
- Universal Precaution Supplies on Site
- Pharmacy Delivery Service
- Medication Management
- Laundry Services
- Assist with Enrollment into Medicaid and/or Medicare
- Case Management
- Daily Recreational Activities
- (3) Meals and (2) snacks daily
- Access to a Registered Dietitian
- Transportation to appointments and essential errands

Clark County agrees to reimburse THE AMERICANA ASSISTED LIVING for the above scope of work at a rate of the following:

- $100 per bed per day

Term: THE AMERICANA ASSISTED LIVING agrees to invoice the county within 5 days of the end of each month.

Clark County agrees to pay THE AMERICANA ASSISTED LIVING invoice net 30 days of receiving invoice.

FISCAL DIRECTIVE NO. 6
ATTACHMENT C

JUSTIFICATION FOR COMPETITIVE BIDDING EXCEPTION

DATE:	9/2/2020
DEPARTMENT:	Social Service
DEPARTMENT CONTACT NAME:	Martin Maliksi
TELEPHONE NUMBER:	702-455-0128

CONSULTANT/AGENCY/SUPPLIER: Americana Assisted Living
CONTACT NAME AND TITLE: Marce Casal, CEO
PHONE, FAX AND EMAIL ADDRESS: 702-548-0185, 702-507-2534, D.FORTICH@THEWELLCAREGROUP.COM

CONTRACT TITLE : 80 BEDS MEDICAL AT RISK HOMELESS COVID19
ESTIMATED AWARD AMOUNT: $1,216,666.00
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)
TERM: 8/1/20 to 12/30/20 — RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Clark County and Americana Assisted Living agree to provide placement of homeless vulnerable clients in Clark County and to address needs for placement and support of the population due to COVID-19 as outlined in Exhibit "A", "Scope of Work".

Americana Assisted Living will provide all services, including personnel and materials, to operate and manage the Program in accordance with "Scope of Services", incorporated herein as if fully set forth. Changes in the Scope of Work and Program Budget, as described in Exhibit "A", must receive prior written approval of the County.

Clark County remains as a hotspot for the COVID-19 virus and this sheltering arrangement is necessary to protect the lives of those individuals exposed to COVID-19 or at a higher risk of transmission, by relocating them away from the general population until such time their risk of illness or contamination has passed.

This effort is in accordance with NRS 332.112 Emergency Declaration issued by Clark County Manager March 15, 2020 and funds were awarded to Clark County through the Federal Cares Act. Attached is a copy of the scope of work, including deliverables, milestones, and budget detail.

The Social Service Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work, hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE: 9-7-20
PURCHASING MANAGER	APPROVAL DATE: 9.15.2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE:

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO THE JUST ONE PROJECT FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, THE JUST ONE PROJECT ("Recipient") located at 711 North Rancho Drive Suite 100, Las Vegas, NV 89106, proposes to host additional 10 Pop-Up and Give mobile food markets and coordinate daily Pop Up and gives to under-served apartment complexes and communities, distributing over 300,000 pounds of food to 56,000 individuals through it's THE JUST ONE PROJECT CARES (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($2,835,662.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Basic Needs Assistance (BNA) Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either

to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 29th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: THE JUST ONE PROJECT

Project Name: THE JUST ONE PROJECT CARES

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 97,277	$ 97,277
Professional Services contracted (audit, bookkeeping, etc.)	$ 5,000	$ 5,000
Furniture/Fixtures and Equipment	$ 29,000	$ 29,000
Computer related (software, hardware, internet, etc.)	$ 25,170	$ 25,170
Utilities (Power, Gas, Telephone, etc.)	$ 6,650	$ 6,650
Maintenance Supplies	$ 1,600	$ 1,600
Office Supplies & Postage	$ 3,000	$ 3,000
Liability Insurance/Fidelity Bond*	$ 13,635	$ 13,635
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$1,748,000	$1,748,000
Staff & Fringe necessary to provide services to clients	$ 460,877	$ 460,877
% charged to grant		
Office Space for Direct Service staff or for client use	$ 68,008	$ 68,008
PPE / Cleaning related to COVID-19	$ 5,004	$ 5,004
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 6,872	$ 6,872
Other: _____	$ 365,529	$ 365,529
TOTAL PROJECT COST:	**$ 2,835,662**	**$ 2,835,662**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THE JUST ONE PROJECT

THE JUST ONE PROJECT CARES

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($2,835,662.00) in Coronavirus Relief Funds (the "Funds") to THE JUST ONE PROJECT ("Recipient") to assist with operating and program expenses associated with its Basic Needs Assistance Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - 36,200 individuals will have increased access to healthy and nutritious food.
   - 1,300 children and youth will have access to WIFI Internet, computer usage, education support and resources, emotional support, career and employment resources, and other support as needed.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: THE JUST ONE PROJECT

PROGRAM: THE JUST ONE PROJECT CARES

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
36,200 individuals will have increased access to healthy and nutritious food.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
1,300 children and youth will have access to WIFI Internet, computer usage, education support and resources, emotional support, career and employment resources, and other support as needed.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

AMENDED RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **THE JUST ONE PROJECT** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

WHEREAS, **THE JUST ONE PROJECT,** DUNS # 084659527, ("Recipient") located at 711 North Rancho Drive Suite 100, Las Vegas, NV 89106, proposes to host additional 10 Pop-Up and Give mobile food markets and coordinate daily Pop Up and gives to under-served apartment complexes and communities, distributing over 300,000 pounds of food to 56,000 individuals through its CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($2,835,662.00) in CARES Act Coronavirus

Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person;
	$1,000,000 each occurrence;

Property Damage: $1,000,000 each person;
$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for

himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 22nd day of February, 2021.

By: _____
KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Marisa Cervantes, as Director of Grants of **THE JUST ONE PROJECT**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **THE JUST ONE PROJECT**, for **CARES Basic Needs Assistance** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 21 day of October, 2020.

THE JUST ONE PROJECT

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on 10.21, 2020
(Date)

by Marisa Cervantes as Director of Grants of
(Name of Person) (Title)

MARCIA DURSO
Notary Public - State of Nevada
County of Clark
APPT. NO. 19-3725-01 AMENDED
My App. Expires Jan. 22, 2023

(SEAL)

Marcia Durso
NOTARY PUBLIC

My Commission expires:

_____

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: THE JUST ONE PROJECT

Project Name: CARES Basic Needs Assistance

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 97,277	$ 97,277
Professional Services contracted (audit, bookkeeping, etc.)	$ 5,000	$ 5,000
Furniture/Fixtures and Equipment	$ 29,000	$ 29,000
Computer related (software, hardware, internet, etc.)	$ 25,170	$ 25,170
Utilities (Power, Gas, Telephone, etc.)	$ 6,650	$ 6,650
Maintenance Supplies	$ 1,600	$ 1,600
Office Supplies & Postage	$ 3,000	$ 3,000
Liability Insurance/Fidelity Bond*	$ 13,635	$ 13,635
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$1,748,000	$1,748,000
Staff & Fringe necessary to provide services to clients	$ 460,877	$ 460,877
% charged to grant		
Office Space for Direct Service staff or for client use	$ 68,008	$ 68,008
PPE / Cleaning related to COVID-19	$ 5,004	$ 5,004
Furniture/Fixtures and Equipment for client/participant space	$	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 6,872	$ 6,872
Other: COVID retrofit for the leased vehicle	$ 365,529	$ 365,529
TOTAL PROJECT COST:	**$ 2,835,662**	**$ 2,835,662**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THE JUST ONE PROJECT

CARES Basic Needs Assistance

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100TH DOLLARS ($2,835,662.00) in Coronavirus Relief Funds (the "Funds") to THE JUST ONE PROJECT ("Recipient") to assist with operating and program expenses associated with its CARES Basic Needs Assistance (the "Program").

2. During the Program year ending December 30, 2020, recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - 36,200 individuals will have increased access to healthy and nutritious food.

   - 1,300 children and youth will have access to WIFI Internet, computer usage, education support and resources, emotional support, career and employment resources, and other support as needed.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **THE JUST ONE PROJECT.**

PROGRAM: **CARES BASIC NEEDS ASSISTANCE PROGRAM**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
36,200 individuals will have increased access to healthy and nutritious food.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
1,300 children and youth will have access to WIFI Internet, computer usage, education support and resources, emotional support, career and employment resources, and other support as needed.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THE JUST ONE PROJECT FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective January 13, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Just One Project, ("Recipient").

WHEREAS, on September 29, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 13th **day of** January, **2021.**

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: _____

Date: 1/13/2021

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **THE MOONRIDGE FOUNDATION** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, **THE MOONRIDGE FOUNDATION** ("Recipient") located at P.O. Box 1766, Las Vegas, NV 89125, proposes to provide through partnerships with locally owned restaurants, leading nonprofit organizations (NPO), community volunteers and funders, to help our most vulnerable residents and communities stay safe by delivering high-quality meals directly to doorsteps and therefore reducing the risk of exposure to the novel coronavirus, through its Delivering with Dignity (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION SEVENTY TWO THOUSAND TWO HUNDRED AND NO/100TH DOLLARS ($1,072,200.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Delivering with Dignity, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County..

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either

to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Emma Garcia, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 19th day of August, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 37,500	$ 17,500
Professional Services contracted (audit, bookkeeping, etc.)	$ 15,314	$ 7,200
Liability Insurance/Fidelity Bond*	$ 5,000	$ 2,500
Indirect Costs (10% De minimus allowable)	$190,000	$100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$ 1,358,795	$ 697,500
Food Delivery for Seniors and Disabled (minimum req. $100,000)	$ 452,932	$ 232,500
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$ 34,577	$ 15,000
PPE / Cleaning related to COVID-19	$ 6,000	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 1,000	$
TOTAL PROJECT COST:	**$ 2,101,118**	**$ 1,072,200**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

BNA Request is 51%
of Total *Program* Budget
(Application request divided by total project budget)

Total Agency Budget is $ 3,082,500

BNA Request is 34.8%
of Total *Agency* Budget
(Application request divided by total agency budget)

EXHIBIT "B"

THE MOONRIDGE FOUNDATION

Delivering with Dignity

SCOPE OF SERVICES

CARES Act BNA Grant

1. The County will provide ONE MILLION SEVENTY TWO THOUSAND TWO HUNDRED AND NO/100TH DOLLARS ($1,072,200.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Delivering with Dignity to Recipient to assist with the operational costs for the (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Have 5,500 unique households with vulnerable, low-income and high-risk for COVID residents and their families, receive nutritious meals and not go hungry due to their inability to leave their home.

   - Have 5,000 seniors and/or disabled individuals, not go hungry and and/or worry about preparing meals.

   - Preserve over 55 restaurant staff positions preventing these workers from becoming unemployed.

4. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **THE MOONRIDGE FOUNDATION**

PROGRAM: Delivery with Dignity

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Provide Food Assistance/Nutrition: 5,500 unique households with vulnerable, low-income and high-risk for COVID residents and their families, receive nutritious meals and not go hungry due to their inability to leave their home.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Provide Food Delivery Service for Seniors and Disabled: 5,000 seniors and/or disabled individuals, not go hungry and and/or worry about preparing meals.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Preserve over 55 restaurant staff positions preventing these workers from becoming unemployed.	Total # served monthly ONLY Total Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Julie Murray, as President of **MOODRIDGE FOUNDATION**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **MOONRIDGE FOUNDATION**, for the Delivering with Dignity program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 19 day of August, 2020.

MOODRIDGE FOUNDATION

By: Julie Murray
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on August 19, 2020
(Date)

by Kathryn Jacobs as Financial Coordinator of The Moonridge Foundation
(Name of Person) (Title)

KATHRYN D JACOBS
Notary Public-State of Nevada
APPT. NO. 17-3667-1
My Appt. Expires 09-07-2021

(SEAL)

NOTARY PUBLIC

My Commission expires: 9/7/21

AMENDMENT NO. ONE

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THE MOONRIDGE FOUNDATION FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM CFDA 21.019

This **AMENDMENT** is made and entered into as of this 16 day of Dec 2020, by and between Clark County, Nevada (hereinafter referred to as "County"), and **THE MOONRIDGE FOUNDATION**, (hereinafter referred to as "Recipient"), for Resolution to Grant Coronavirus Relief Funds to **THE MOONRIDGE FOUNDATION**, DUNS #028039604 for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM (hereinafter referred to as "Program").

WITNESSETH:

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

NOW, THEREFORE, the Parties desire to amend this Resolution to increase the amount of the budget by **$30,000** for PPE and operational items not previously requested in the BNA application or in their budget as of March 2020. Additionally the Indirect Cost rate of 10% de minimus will be removed entirely from the budget and the and **THE MOONRIDGE FOUNDATION** agrees not to bill indirects to this agreement.

Where it currently reads in Section 1. Scope of Services: Item A: The County will provide ONE MILLION SEVENTY TWO THOUSAND TWO HUNDRED AND NO/100TH DOLLARS ($1,072,200.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Shall now read:

The County will provide ONE MILLION ONE HUNDRED TWO THOUSAND AND TWO HUNDRED NO/100TH DOLLARS ($1,102,200) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

Exhibit "A", "Program Budget".

Where it currently reads in Exhibit "A" Boys and Girls Clubs Southern NV

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$ 37,500	$ 17,500
Professional Services contracted (audit, bookkeeping, etc.)	$ 15,314	$ 7,200
Liability Insurance/Fidelity Bond*	$ 5,000	$ 2,500
Indirect Costs (10% De minimus allowable)	$190,000	$100,000
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$ 1,358,795	$ 697,500
Food Delivery for Seniors and Disabled (minimum req. $100,000)	$ 452,932	$ 232,500
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$ 34,577	$ 15,000
PPE / Cleaning related to COVID-19	$ 6,000	$
Advertising / Marketing (includes brochures, client recruitment, etc.)	$ 1,000	$
TOTAL PROJECT COST:	**$ 2,101,118**	**$ 1,072,200**

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

Shall now read:

a) **PROPOSED PROGRAM BUDGET**

ALL CATEGORIES must be spent by December 30, 2020	**Amount**
Operations/Furniture/Fixtures/:PPE (Add'l)	$30,000
Original Contracted BNA Amount	1,072,200
TOTAL PROJECT COST:	**$1,102,200**

Where it currently reads in Exhibit "B" Scope of Services:

1. Clark County will provide ONE MILLION SEVENTY TWO THOUSAND TWO HUNDRED AND NO/100TH DOLLARS ($1,072,200.00) in Coronavirus Relief Funds (the "Funds") to BOYS & GIRLS CLUBS OF SOUTHERN NEVADA ("Recipient") to assist with operating and program expenses associated with its CARES Basic Needs Assistance (the "Program").

Shall now read:

1. The County will provide ONE MILLION ONE HUNDRED TWO THOUSAND AND TWO HUNDRED NO/100TH DOLLARS ($1,102,200) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM during the period from March 1, 2020 through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

This Amendment No. 1 represents a change in the budget to enable the provider to better serve their clients in safer Covid environment.

Except as expressly amended in this Amendment No. 1, the terms and conditions of the original Resolution shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
KEVIN SCHILLER, Assistant County Manager

ATTEST:

By: _____
LYNN GOYA, County Clerk

APPROVED AS TO FORM:

STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
STEVEN SWIEKERT, Deputy District Attorney

(SIGNATURES CONTINUED NEXT PAGE)

PROVIDER:

THE MOONRIDGE FOUNDATION

By: Tiffany Twohig
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on Dec. 11 (DATE), 2020

By Tiffany Twohig (NAME OF PERSON) as Executive Director (TITLE) of

THE MOONRIDGE FOUNDATION

KATHRYN D JACOBS
Notary Public-State of Nevada
APPT. NO. 17-3567-1
My Appt. Expires 09-07-2021

NOTARY PUBLIC

(SEAL)

My Commission expires: 9/7/2021

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THE MOONRIDGE FOUNDATION FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM CFDA 21.019

THIS AMENDMENT effective Jan 14, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Moonridge Foundation, ("Recipient").

WHEREAS, on September 29, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: Tiffany Lwohig

Date: January 14, 2021

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

FD-6 Attached.

The Rita Suites

344 E Desert Inn Rd | Las Vegas, NV 89109
702-792-2222 | www.ritasuites.com

Monday, April 06, 2020

Bob Tomiyasu
Real Estate Administrator
Clark County Real Property Management
500 South Grand Central Parkway, 4th floor
Las Vegas, NV 89155-1825
Direct Line: (702) 455-0110
Email: Robert.tomiyasu@clarkcountynv.gov

Dear Mr. Tomiyasu,

Thank you for contacting the **Rita Suites**. I am pleased to send you a contract for **Clark County**. If the below contract meets with your approval, please sign and return to my attention at tiffany.marcelino@evolutionhospitality.com.

We are excited at the opportunity of partnering with you on your preferred travel program and look forward to working with you and hosting your guests. Rita Suites is committed to providing your travelers with the best available services and rates.

Special Preferred Rate
The Rita Suites is pleased to extend the following preferred volume rate from April 1 – December 31, 2020.

Standard Rate: $50 single/double occupancy
Standard King or Double Queen room with Keurig coffee maker, microwave and mini fridge
April 1 – December 31

Deluxe Rate: $60 single/double occupancy
Deluxe King or Double Queen room with full kitchen and separate living room
April 1 – December 31

2 Bedroom Suite Rate: $99 single/double occupancy
2 Bedroom Suites comfortably accommodate 6 people. Deluxe King room with private bathroom and Double Queen with private bathroom, full kitchen and separate living room
April 1 – December 31

These rates are ~~Non-Last Room Available and are available for individual business travel only. All guest room rates are quoted exclusive of applicable state and local taxes and assessments, which, as of the date of this Agreement, is 13.38%. All such taxes and assessments are subject to change without notice.~~

Rates are based on single/double occupancy. Each additional guest is $15 per night.

In addition, guest room rates quoted are inclusive of a $29.99 per day Facility Fee to include:

- One (1) complimentary vehicle parking

- Wireless Internet Access
- Complimentary "grab n go" breakfast for all registered guests
- In-room Local Calls
- Complimentary use of Business Center

If the discounted rate is unavailable, the best available rate will prevail.

Production
Production minimum is waived for this program year. This agreement shall be subject to quarterly reviews, at which time production and rates will be reevaluated.

Reservation Method
Reservations for this special preferred rate can be made through the hotel reservation office at 702-792-2222 via email to Kelli.Clark@ritasuites.com. When making reservations, your travelers need to identify themselves as with Clark County; otherwise the reservation agent will be unable to confirm a room at the special preferred rate.

Once this Contract is signed, the Hotel will send you a link for online reservations.

Check-in / check-out
Hotel Check-in time is posted as 4:00PM. Anyone arriving prior to 4:00PM will be accommodated, as rooms become available. Our bell staff can store their luggage if necessary. Hotel checkout time is 11:00AM. Arrangements can be made for late checkout based on availability. There may be a minimal charge for this service.

Guarantee Policy
All reservations must be approved by Clark County, Kristin Cooper with email correspondence as back up for billing

Billing
Unless other arrangements are made, all hotel charges will be paid via direct bill. Incidentals will be paid by the individual

An invoice will be prepared and mailed on the 15th of each month. The invoice balance will be due and payable upon receipt of invoice. If payment of any invoice is not received within thirty (30) days, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice.

Cancellation Policy
In the event that you or your travelers need to cancel a confirmed reservation at our hotel, they may call the hotel at 702-792-2222, 24 hours prior to arrival. Once a cancellation number has been assigned, the reservation is officially canceled. Failure to call and cancel a guaranteed reservation 24 hours prior to arrival will result in a cancellation charge of the first night's room and tax and billed to the direct bill account on file. The remaining nights of the stay will automatically be canceled.

Mr. Tomiyasu, your preferred corporate rate contract will be reevaluated in June 30, 2020. At that time, we will review your production and, if applicable, set up a new Preferred Corporate Contract for the remainder of 2020. If I can be of any service to you or your guests, please let me know. We look forward to continuing a long term working relationship with Clark County.

Early Departure Fee
Hotel reserves the right to charge a penalty of $50 for guests that depart prior to their confirmed departure date. Guests have up to and included check-in to change their check-out date, without an early departure fee penalty.

Meetings & Conventions

Due to the difference in nature of individual and group bookings, the preferred rate will not be available to groups. Group rates will be negotiated on a case by case basis according to market conditions and meeting specifications. **The proposed rates are for individual business travel and may not be utilized for group or convention attendees.**

COVID-19 Termination Provision

In the event the CDC determines and reports that more than 1% of the population of the City where the Hotel is located are Presumptively Positive for COVID-19, excluding from that analysis persons who have been brought to that City for quarantine purposes (example, from a cruise ship), then Clark County shall have the option to cancel the event based on the following terms and conditions. Clark County must notify Hotel in writing (by email and federal express) to Kelli Clark, at Rita Suites 344 E Desert Inn Rd., Las Vegas, NV 89109 within 10 business days of the CDC issuing said report that Clark County desires to cancel based on this clause based on specific concerns; otherwise such option is void. The Hotel shall be given 3 business days (M-F) to respond to such communication and to provide information relative to the Clark County's concerns. If the Clark County, acting reasonably, believes that the information provided is materially insufficient to address its concerns, then the Clark County must immediately provide the Hotel with written notice of cancellation to the addresses stated above. The Clark County shall be required to immediately pay the cancellation fee identified herein. Hotel will apply 90% of the cancellation fee to the final master account balance of a replacement meeting of equal or greater revenue as the cancelled event to occur within 12 months of the cancelled meeting on mutually acceptable dates, rates and space. A failure to agree to contract and conduct the replacement event nullifies any application of the cancellation. If this agreement contains a rebook clause, that clause applies to any other cancellation under this agreement other than due to COVID-19. The replacement meeting conditions of this paragraph are the only rebook terms and conditions that apply to a termination due to COVID-19. Hotel has no liability for COVID-19 related illnesses or death. Hotel reserves the right to curtail services or to shut down the hotel without liability.

Acceptance

By signing and returning the enclosed copy of this agreement by Friday, April 3, 2020, we can then have your special preferred rate loaded into our system. Once the signed agreement is received, it will constitute a binding agreement between both parties.

Please keep a copy of this agreement for your records. In the event a fully executed copy of this agreement is not received by Friday, April 3, 2020, the agreement is subject to renegotiations.

Accepted and Agreed by:

Kevin Schiller, Assistant County Manager
Clark County
4-6-2020
Date

Tiffany Marcellino, Regional Director of Sales
Rita Suites
4/9/2020
Date

FISCAL DIRECTIVE NO. 6
ATTACHMENT C

JUSTIFICATION FOR COMPETITIVE BIDDING EXCEPTION

DATE: 9/9/2020

DEPARTMENT: Social Service

DEPARTMENT CONTACT NAME: Martin Maliksi

TELEPHONE NUMBER: 702-455-0128

CONSULTANT/AGENCY/SUPPLIER: The Rita Suites

CONTACT NAME AND TITLE: Tiffany Marcelino, Regional Director of Sales

PHONE, FAX AND EMAIL ADDRESS:

CONTRACT TITLE : 216 Temporary Rooms for Shelter

ESTIMATED AWARD AMOUNT: $2,980,800.00

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)

TERM: 4/6/20 to 12/30/20 RENEWALS: None

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

Rita Suites will provide temporary shelter to high risk individuals who have certain underlying health conditions and require non-congregate shelter as a social distancing measure if they do not have a safe , sanitary and secure residence of record or alternative accommodations (as documented by a state or local public health professional, or medical health professional) per attached contract.

Clark County remains as a hotspot for the COVID-19 virus and this sheltering arrangement is necessary to protect the lives of those individuals exposed to COVID-19 or at a higher risk of transmission, by relocating them away from the general population, including family members, until such time their risk of illness or contamination has passed.

This effort is in accordance with NRS 332.112 Emergency Declaration issued by Clark County Manager March 15, 2020 and funds were awarded to Clark County through the Federal Cares Act. Attached is a copy of the scope of work, including deliverables, milestones, and budget detail.

The Social Service Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work, hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER	APPROVAL DATE: 9-9-20
PURCHASING MANAGER	APPROVAL DATE: 10.5.2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 10·5·2020

LES LEE SHELL
Chief Administrative Officer

Request for Signature

DEPARTMENT OF ADMINISTRATIVE SERVICES

PURCHASING AND CONTRACTS DIVISION

TO: **LES LEE SHELL, CHIEF ADMINISTRATIVE OFFICER**

FROM: **Sandra Mendoza PURCHASING ANALYST**

SUBJECT: **REQUEST FOR SIGNATURE**

DATE: 10/5/2020

Social Service submitted PR 10650016/The Rita Suites to provide for temporary shelter to high risk individuals away from the general public for protection against COVID-19.

A contract between The Rita Suites and the County was signed by Kevin Schiller on 4/9/2020 with a term effective from 4/1/20 - 12/31/20.

A purchase order will be issued in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES ACT) and the Clark County Emergency Declaration issued 3/15/2020.

Attachments: FD6 justification
Signed Contract between The Rita Suites and Clark County

Dept. has requested a Rush on the approval as there are outstanding invoices.

REVIEWED BY:

Adriane Garcia 10/5/2020

ADRIANE GARCIA DATE

ACTING PURCHASING MANAGER

→ Les Lee, can you ask Kevin if this is a Covid purchase we should add to our emergency spread sheet or is this an expense that Social Service will be bringing to the Board yes it is

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO THREE SQUARE FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, THREE SQUARE ("Recipient") located at 4190 N Pecos, Las Vegas, NV 89115, proposes to provide an emergency plan to slow the spread and minimize risk of transmission while meeting the need of the growing number of food insecure individuals in Southern Nevada, through its COVID Relief Plan (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO AND NO/100TH DOLLARS ($2,113,872) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the COVID Relief Plan, during the period from March 1, 2020, through December 31, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 31, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

E. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

F. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever

with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive

services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger

and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020, with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 14th day of September, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Three Square

Project Name: COVID Relief Plan

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 10,000
Maintenance Supplies	$	$ 5,000
Local Travel	$	$ 863
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$ 1,756,761
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$	$ 341,248
TOTAL PROJECT COST:	$	$ 2,113,872

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THREE SQUARE

COVID RELIEF PLAN

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide TWO MILLION ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO AND NO/100TH DOLLARS ($2,113,872) in Coronavirus Relief Funds (the "Funds") to THREE SQUARE ("Recipient") to assist with operating and program expenses associated with its COVID Relief Plan (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Mobile drive-through food distributions – Three Square will increase distributions to more than 300 mobile sites, strategically placed in 5 regions of town: Northeast, Northwest, Southeast, Southwest, and Central.

     Anticipated # of duplicated individuals served July 1 – December 31: 200,000

     Major Tasks:

     a) Food procurement

     b) Short-term storage of food

     c) Food transportation to distribution site

     d) Staff and volunteers to sort, pack, and distribute food to clients on site

   - Agency partner food distribution - As Nevada transitioned to phase-2 of its reopening plan, Three Square has helped 70 Agency partners re-open so far, and is anticipating to help re-open 45 more agency partners over the next 6 months.

     Anticipated # of duplicated individuals served July 1 – December 31: 300,000

     Major Tasks:

     a) Reopen additional agency sites

b) Food procurement

c) Short-term storage of food

d) Food transportation to agency partner

e) Agency partner to distribute food to clients on site

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: THREE SQUARE

PROGRAM: COVID Relief Plan

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Mobile drive-through food distributions – Three Square will increase distributions to more than 300 mobile sites, strategically placed in 5 regions of town: Northeast, Northwest, Southeast, Southwest, and Central. Anticipated # of duplicated individuals served July 1 – December 31: 200,000 Major Tasks: a) Food procurement b) Short-term storage of food c) Food transportation to distribution site d) Staff and volunteers to sort, pack, and distribute food to clients on site	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

Agency partner food distribution - As Nevada transitioned to phase-2 of its reopening plan, Three Square has helped 70 Agency partners re-open so far, and is anticipating to help re-open 45 more agency partners over the next 6 months. Anticipated # of duplicated individuals served July 1 – December 31: 300,000 Major Tasks: a) Reopen additional agency sites b) Food procurement c) Short-term storage of food d) Food transportation to agency partner e) Agency partner to distribute food to clients on site	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Tiffani Walker, as CFO of **THREE SQUARE**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **THREE SQUARE**, for the **COVID Relief Plan** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 4 day of September, 2020.

THREE SQUARE

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on September 4, 2020
(Date)

by Tiffani Walker as CFO of Three Square
(Name of Person) (Title)

(SEAL)

_____
NOTARY PUBLIC

TIFFANY KEEGAN
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-3624-1
My Appt. Expires Jan. 28, 2024

My Commission expires: January 28, 2024

AMENDED RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO **THREE SQUARE** FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

WHEREAS, THREE SQUARE, DUNS # 002728297, ("Recipient") located at 4190 N Pecos, Las Vegas, NV 89115, proposes to provide an emergency plan to slow the spread and minimize risk of transmission while meeting the need of the growing number of food insecure individuals in Southern Nevada, through its CARES Basic Needs Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO AND NO/100TH DOLLARS ($2,113,872) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the

CARES Basic Needs Assistance Program, during the period from March 1, 2020, through December 31, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person;
	$1,000,000 each occurrence;

Property Damage: $1,000,000 each person;
$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for

himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Human Services, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to 30 days of costs for Program set up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain reimbursement Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and Funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 22nd day of February, 2021.

By: _____
KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Tifani Walker, as CFO of **THREE SQUARE**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **THREE SQUARE**, for the **CARES Basic Needs Assistance** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 21 day of October, 2020.

THREE SQUARE

By: _____
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on October 21, 2020
(Date)

by Tifani Walker as Chief Finance Officer of
(Name of Person) (Title)

(SEAL)

_____
NOTARY PUBLIC

TIFFANY KEEGAN
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-3624-1
My Appt. Expires Jan. 28, 2024

My Commission expires: January 28, 2024

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: Three Square

Project Name: CARES Basic Needs Assistance Program

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 10,000
Maintenance Supplies	$	$ 5,000
Local Travel	$	$ 863
DIRECT SERVICES TO COUNTY RESIDENTS		
Food Assistance / Nutrition (minimum request amount $1,000,000)	$	$ 1,756,761
Funds needed to alter facilities or lease space to meet social distancing requirements in order to continue to serve indigent, homeless, or other social service needs.		
Staff & Fringe necessary to provide services to clients	$	$ 341,248
TOTAL PROJECT COST:	$	$ 2,113,872

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

THREE SQUARE

CARES Basic Needs Assistance Program

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide TWO MILLION ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO AND NO/100TH DOLLARS ($2,113,872) in Coronavirus Relief Funds (the "Funds") to THREE SQUARE ("Recipient") to assist with operating and program expenses associated with its COVID Relief Plan (the "Program").

2. During the Program year ending December 30, 2020, recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Mobile drive-through food distributions – Three Square will increase distributions to more than 300 mobile sites, strategically placed in 5 regions of town: Northeast, Northwest, Southeast, Southwest, and Central.

     Anticipated # of duplicated individuals served July 1 – December 31: 200,000

     Major Tasks:

     a) Food procurement

     b) Short-term storage of food

     c) Food transportation to distribution site

     d) Staff and volunteers to sort, pack, and distribute food to clients on site

   - Agency partner food distribution - As Nevada transitioned to phase-2 of its reopening plan, Three Square has helped 70 Agency partners re-open so far, and is anticipating to help re-open 45 more agency partners over the next 6 months.

     Anticipated # of duplicated individuals served July 1 – December 31: 300,000

     Major Tasks:

     a) Reopen additional agency sites

b) Food procurement

c) Short-term storage of food

d) Food transportation to agency partner

e) Agency partner to distribute food to clients on site

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: THREE SQUARE

PROGRAM: CARES Basic Needs Assistance Program

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
Mobile drive-through food distributions – Three Square will increase distributions to more than 300 mobile sites, strategically placed in 5 regions of town: Northeast, Northwest, Southeast, Southwest, and Central. Anticipated # of duplicated individuals served July 1 – December 31: 200,000 Major Tasks: a) Food procurement b) Short-term storage of food c) Food transportation to distribution site d) Staff and volunteers to sort, pack, and distribute food to clients on site	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

Agency partner food distribution - As Nevada transitioned to phase-2 of its reopening plan, Three Square has helped 70 Agency partners re-open so far, and is anticipating to help re-open 45 more agency partners over the next 6 months. Anticipated # of duplicated individuals served July 1 – December 31: 300,000 Major Tasks: a) Reopen additional agency sites b) Food procurement c) Short-term storage of food d) Food transportation to agency partner e) Agency partner to distribute food to clients on site	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

SECOND AMENDMENT TO RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS TO THREE SQUARE FOR THE CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM
CFDA 21.019

THIS AMENDMENT effective Jan 14, 2021, ("Amendment") is made and entered by the County of Clark, a political subdivision of the State of Nevada ("Clark County") and the Three Square, ("Recipient").

WHEREAS, on September 14, 2020, the parties entered into a Resolution to Grant Coronavirus Relief Funds for the CARES Basic Needs Assistance Program ("Program") where Clark County provided Coronavirus Relief Funds ("CRF") to the Recipient to provide basic needs assistance, hereinafter "Resolution."

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021.

WHEREAS, the parties desires to amend the Resolution to extend the Program until June 30, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and, in the Resolution, the parties agree as follows:

1. To replace any reference to December 30, 2020 in the Resolution and any Exhibits with June 30, 2021.

2. To delete Section II(C) in its entirety as replace as follows:

> If Recipient has not used the Funds it has received to cover services or costs for the period ending on June 30, 2021, Recipient must notify County by June 1, 2021, as any Funds not capable of expenditure by June 30, 2021 must be returned by County.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 14 day of January, 2021.

CLARK COUNTY

By: _____
Kevin Schiller, Assistant County Manager

Date: 1-21-2021

RECIPIENT

By: _____
Tiffani Walker

Date: 1/14/21

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO UNITED LABOR AGENCY OF NEVADA, INC. FOR THE
CARES HOUSING ASSISTANCE PROGRAM (CHAP)
CFDA 21.019

WHEREAS, United Labor Agency of Nevada, Inc. ("Recipient") located at 1201 North Decatur Blvd., Suite 106, Las Vegas, Nevada, possessing federal unique identifier 093038607, proposes to provide rent and utility assistance through its CARES Housing Assistance Program (the "Program"); and

WHEREAS, on April 23, 2020, Clark County, the pass-through entity was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, under the CARES Act, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $30 million for financial assistance; and;

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below

NOW, THEREFORE, BE IT RESOLVED that County Funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide TWO MILLION AND NO/100TH DOLLARS ($2,000,000) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs

for the CARES Housing Assistance Program (CHAP), during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to the County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Recipient will provide documentation substantiating delivery of the services for necessary expenditures as defined by Section 601 (d) of the Social Security Act, as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments (the "Guidance".) Recipient must review and become familiar with the Guidance. The program parameters are outlined as attached in Exhibit "D" CHAP Policy Manual and include any future policy amendments that may be required.

E. Recipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Recipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

F. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

G. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

H. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to the County staff these written policies and procedures and will be monitored for compliance.

I. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Tara Ulmer, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Tara.Ulmer@clarkcountynv.gov, or 702-455-5788.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required, including section 601 of the Social Security Act, as added by Section 5001 of the CARES Act and the Guidance.

C. If Recipient has not used the Funds it has received to cover services or costs for the period ending on December 30, 2020, Recipient must notify County by November 1, 2020, as any Funds not capable of expenditure by December 30 must be returned by County to the U.S. Department of Treasury as described in the Guidance.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Recipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursement and discontinuation of funds.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Recipient agrees to provide evidence of financial accountability. Recipient shall submit to the County a copy of Recipient's most recent single audit report per 2 CFR Part 200 or

a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Recipient submits a letter stating it expended less than $750,000 in Federal funds, Recipient shall provide a recent financial statement certified by an appropriate officer or employee of the Recipient. Financial accountability submissions shall be provided to Margaret LeBlanc, Assistant Director, Clark County Social Service, 1600 Pinto Lane, Las Vegas, Nevada 89106.

B. Recipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County will advance up to 25% of Direct Service and General Administration / Operations costs for Program set up and to address initial assistance requests. Thereafter, the County will advance funds to Recipient based on prior 30-day application request totals up to the total amount of the Funds. An initial invoice to advance Funds is required for set-up. Subsequently, invoices must be submitted monthly. To obtain advances Recipient must submit a monthly Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested advance amounts and Funds remaining and an application spreadsheet outlining applications and amounts requested for the 30-day period prior to the request. The month following the advance, Recipient will provide a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount paid, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for advances and supporting documentation as a single

uploaded packet. Information on how to submit requests will be provided upon resolution approval. Final reimbursement requests must be submitted by January 31, 2021.

F. Expenditures eligible for advances and reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for advances and reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require Recipient to return any Funds not expended or used in a manner consistent with section 601(d) of the Social Security Act and other criteria outlined in the Guidance. County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 30, 2020, or for the purpose of returning funding to the U.S. Department of Treasury as outlined in the Guidance.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 10th day of July, 2020.

By: _____
YOLANDA T. KING, COUNTY MANAGER

ATTEST:

_____ for
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

ULAN CHAP

PROGRAM BUDGET

ATTACHMENT 2
Proposed CHAP Budget & Budget Justification

Agency Name: United Labor Agency of Nevada

Project Name: CHAP ULAN Basic Needs

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Salaries & Fringe related to Administration of Project	$150,000	$64,608
% charged to grant		43%
Professional Services contracted (audit, bookkeeping, etc.)	$16,000	$8,500
Rent /Insurance of facility	$20,000	$10,000
Furniture/Fixtures and Equipment	$14,000	$3,000
Computer related (software, hardware, internet, etc.)	$14,000	$12,500
Utilities (Power, Gas, Telephone, etc.)	$12,200	$7,500
Maintenance Supplies	$0	$0
Office Supplies & Postage	$4,500	$6,000
Local Travel	$2,000	$0
Staff Development	$2,000	$0
Liability Insurance/Fidelity Bond*	$5,000	$0
Administrative Costs (in-house bookkeeping, accounting, reports)	$0	$0
Indirect Costs (10% De minimus allowable)	$0	$0
DIRECT SERVICES TO COUNTY RESIDENTS		
Housing Assistance (minimum request amount $100,000)	$554,000	$1,800,000
Consult the Coronavirus Housing Assistance Program (CHAP) Policy Manual in ZoomGrants Library		
Staff & Fringe necessary to provide services to clients	$277,920	$81,246
% charged to grant		29%
Office Space for Direct Service staff or for client use	$0	$0
Furniture/Fixtures and Equipment for client/participant space	$0	$0
Advertising / Marketing (includes brochures, client recruitment, etc.)	$0	$0
Other:	$0	$0
TOTAL PROJECT COST:	$1,071,620	$2,000,000

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant funds

EXHIBIT "B"

United Labor Agency of Nevada, Inc.

CARES Housing Assistance Program

SCOPE OF SERVICES

CARES Act CRF Grant

1. The County will provide TWO MILLION AND NO/100TH DOLLARS ($2,000,000) in Coronavirus Relief Funds (the "Funds") to United Labor Agency of Nevada, Inc. ("Recipient") to assist with operating and program expenses associated with its CARES Housing Assistance Program (the "Program").

2. During the Program year ending December 30, 2020, Recipient will provide Rent, Mortgage, and/or Utility Assistance to qualified households, as further defined in the Policy Manual, in its most recent version, available to Recipient via Zoom Grants.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Assist 500 households with rent assistance to maintain their housing.
   - Assist 500 households with utility assistance to maintain their housing.
   - Prevent evictions that would occur as a result of the COVID-19 Pandemic.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to the County written notice of any Program changes during the Program period for which County Funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: United Labor Agency of Nevada, Inc.

PROGRAM: CARES HOUSING ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE
Prevent eviction of 500 individuals and families who have been impacted by COVID-19	Total # served the monthly ONLY	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

EXHIBIT "D"

CARES HOUSING ASSISTANCE PROGRAM

POLICY MANUAL

CARES HOUSING ASSISTANCE PROGRAM (CHAP)

Policy Manual

July 6, 2020

July 2020

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CARES HOUSING ASSISTANCE PROGRAM

The CARES Housing Assistance Program (CHAP) serves residents of Clark County who have suffered substantial financial hardship and now lack sufficient income or resources available to pay their housing costs because of the COVID-19 emergency or the response to that emergency.

Section 1 Covered Services

CHAP funds are specific to the payment of rent, mortgage, utilities, utility deposits, security deposits and emergency lodging. Payments for services are made directly to a landlord, mortgage company and/or utility company. Assistance may be provided for up to nine months contingent upon the availability of funds. Additional assistance may be provided beyond nine months with the requirement that the individual participates in case management and has a case plan in place. There is no cap on the amount of financial assistance that a household can receive for any of the assistance programs listed below.

1.1 Rent Assistance

Rental assistance may be provided for rent that is due within fifteen (15) days of application for assistance. Past due rent and late fees may also be paid. In cases where eviction is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of rental assistance includes the following:

- Payment of current month's rent due within fifteen (15) calendar days of the application for assistance
- Payment of past due rent, including associated late fees, starting as early as March 1, 2020
- First month's rent may be paid for individuals required to move or for individuals who are being evicted or foreclosed upon and must secure new housing
- Deposits may be paid in circumstances where Emergency Response & Recovery funds are used to pay the first month's rent
- Weekly and month-to-month housing is also eligible and may be paid on a monthly basis.
- Rental assistance may be provided for multiple months via a single payment
- Recipients of housing vouchers are not eligible

1.2 Mortgage Assistance

Mortgage assistance may be provided for a mortgage that is due within fifteen (15) days of application for assistance. The home must be the primary residence of the household requesting assistance. In cases where foreclosure is not preventable, assistance may be provided for first month's rent and/or deposits for a new residence. If the household is unable to secure new housing prior to foreclosure, emergency lodging may be provided. The payment of mortgage assistance includes the following:

- Payment of current month's mortgage due within fifteen (15) days of the application for assistance

- Payment of past due mortgage, including associated late fees, starting as early as March 1, 2020
- Coronavirus Relief Funds may not be used for government revenue replacement, including the provision of assistance to meet tax obligations. For this reason, the U.S. Treasury Guidance states that property taxes are generally not eligible for assistance, unless there is documentation that assistance is necessary to prevent foreclosure.
    - If property taxes and homeowner's insurance are included in the mortgage payment, those payments will be allowed as they are paid directly to the mortgage company, when payment is necessary to prevent foreclosure.
    - Payments for property taxes and/or homeowner's insurance which are not included in the mortgage payment are not eligible for payment
- Equity Loans are not eligible for assistance

1.3 Utility Assistance

Utility assistance may be provided for electric, gas, sewer and water services:

- The total current month utility bill to include any past due amount if applicable
- Late fees associated to past due bills
- If the service has already been disconnected, reconnection fees may be paid
- New service deposits may be paid. If a past due balance is required to be paid for a different address prior to connecting utilities at the current address, these charges may be paid in conjunction with the new service deposits

1.4 Emergency Lodging

Emergency lodging may be paid for up to 30 days while waiting for a rental unit to become available. Circumstances which qualify for emergency housing include:

- Individuals/households evicted from a rental unit without securing a new place of residence
- Individuals/households foreclosed upon without securing a new place of residence

Section 2 Eligibility Requirements

Application for assistance must be made by the individual or head of household requesting the assistance, or an authorized representative of the individual or head of household. Applicants must demonstrate a need for assistance by providing the required documents necessary to determine eligibility.

2.1 COVID-19 Financial Impact

Individuals/households must demonstrate the financial impact of COVID-19 on the household which in turn impacted the ability of the household to pay rent, mortgage and/or utilities. Including, outstanding late payments that are a result of financial impact to income that has been resolved (I.E. Individual has returned to work fulltime.) Examples of financial impact include (list not all inclusive):

- Reduction in work hours
- Loss of employment
- Furlough from employment during Stay At Home order
- Reduction in salary due to reduced business income

2.2 Residence in Clark County

CHAP funds cannot be used to assist with payments for a residence outside of Clark County.

2.3 Household Composition

A household is defined as all individuals living in the housing unit regardless of relationship.

- Legal residence in the United States is not required. Individuals who are undocumented are included in the household and are eligible for assistance if all other criteria are met.
- If an individual/household is residing in the same housing unit as another individual/household, but holds a separate lease agreement, the two households are considered separate for eligibility purposes.

2.4 Income

The individual/household income cannot exceed 120% of the Area Median Income for the current year.

2020 120% Income Limits

120% AMI	HH1	HH2	HH3	HH4	HH5	HH6	HH7	HH8
annual	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800
monthly	5,250	6,000	6,750	7,500	8,100	8,700	9,300	9,900

2.5 Resources

Individuals/households with liquid resources (I.E. combined Checking and/or Savings account) in excess of $3000 are not eligible for assistance. Other assets that are not readily available as cash are not considered when determining eligibility. Exceptions to resource limits include:

- If resources exceed $3000, but are less than the amount of assistance being requested, the client must pay the excess toward rent and/or utilities. The remaining amount requested may be paid through Emergency Response and Recovery funds. (For example, if a person has $4000 in their checking account and their rent is $1200, they will need to pay $1000 toward their rent, and the remaining balance will be paid through ERR funds.)

2.6 Case Management

Individuals who have received a maximum of nine (9) months of rental/mortgage assistance through ERR funding will be required to participate in case management focused on housing and workforce development in order to receive ongoing financial assistance.

2.7 Documents Required

In order to complete a determination of eligibility, the required documents must be provided:

- Photo Identification, regardless of state origin
    - Identifying information may be redacted (name, address, etc.) for victim service providers
- Social Security Card or other proof of Social Security Number
- Copy of the most recent bank statement
- Verification of household members through lease agreement or identification
- For Rental/Mortgage Assistance: Copy of current lease or mortgage statement in the name of the person(or other household member) requesting assistance.
- For Utility Assistance: Copy of current utility bill in the name of the person (or another household member)requesting assistance
- Documentation to support COVID-19 financial impact that resulted in:
    - Loss of employment
    - Reduction in work hours
    - Furlough from employment
    - Reduction in income/salary due to reduced business revenue
- Documentation may include but is not limited to:
    - Past paystubs prior to COVID-19 and current paystubs to demonstrate loss in income
    - Proof of Unemployment Insurance Benefits (UIB)
    - Bank Statements indicating a loss in income
    - Other documents that indicate a loss/reduction in income related to COVID-19
- Participating Landlord Agreement Letter

- Page 4

2.8 Duplication of Services

In order to ensure there is no duplication of services, case worker must verify through HMIS that the individual requesting assistance has not already received assistance for the same time frame for the same need through another resource/ program in the community.

ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, MARGARET CARLTON, as Executive Director of **United Labor Agency of Nevada, Inc.**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Coronavirus Relief Funds to **United Labor Agency of Nevada, Inc.**, for the **CARES Housing Assistance Program,** adopted by Clark County, Nevada, on the ~~19th~~ 10th day of ~~May~~ July 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 26th day of June, 2020.

By: Margaret Carlton
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on June 26, 2020
(Date)
2020
by Margaret Carlton as Executive Director. of
(Name of Person) (Title)

Jackie Valencia
NOTARY PUBLIC

(SEAL)

JACKIE VALENCIA
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 16-3051-1
My Appt. Expires Jul. 12, 2020

My Commission expires: 7/12/2020

RESOLUTION TO GRANT CORONAVIRUS RELIEF FUNDS
TO UNITED WAY OF SOUTHERN NEVADA FOR THE
CARES BASIC NEEDS ASSISTANCE (BNA) PROGRAM

WHEREAS, UNITED WAY OF SOUTHERN NEVADA ("Recipient") located at 5830 W. Flamingo Road, Las Vegas, NV 89103, proposes to provide financial assistance for child care to families who have experienced a financial hardship due to COVID-19 through its UWSN Childcare Assistance (the "Program"); and

WHEREAS, Clark County was allocated $295 million in Coronavirus Relief Funds ("CRF") under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, on May 19, 2020, the Board of County Commissioners approved the allocation plan for CARES Act CRF, which outlined $45 million for Basic Needs Assistance; and

WHEREAS, Recipient has requested financial assistance from the County to assist with program costs associated with the Program; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Program Budget", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED NINTY-FIVE AND NO/100TH DOLLARS ($1,723,195.00) in CARES Act Coronavirus Relief Funds (the "Funds") to Recipient to assist with the operational costs for the Basic Needs Assistance (BNA) Program, during the period from March 1, 2020, through December 30, 2020, as outlined in Exhibit "A", "Program Budget".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide Performance Measurement Monthly Reports to Clark County Social Service ("CCSS") on a monthly basis during the program period beginning March 1, 2020 and ending December 30, 2020. These reports will contain demographic information on assisted households and a narrative report to delineate the benefits realized by the County for Program support. Recipient must upload reports into ZoomGrants.com and answer narrative report questions related to the Program by the 10th of each month.

D. Subrecipient will collect information on the head of each assisted household and input the data into the Community Management Information System (CMIS, aka-HMIS). If an assisted household refuses to consent to the inputting of client-level data into the community's CMIS, Subrecipient shall supply a list of the client-level data for each refusing household member with the Monthly Program Progress Reports, using the individual's first initial, month and year of birth, and first two letters of the last name to identify the refusing persons.

E. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: (i) a first or last name; (ii) a home or other physical address; (iii) contact information, including a P.O. Box, e-mail or internet protocol address; (iv) a social security number; or (v) any other information, including date of birth, racial or ethnic background, or religious affiliation that, in any combination with other non-personally identifying information, may serve to identify any individual.

F. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

G. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), Recipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to Clark County staff these written policies and procedures and will be monitored for compliance.

H. The Awarding Official for this grant is the Administrator of Human Services. The Clark County Program contact person is Shawna Thompson, Clark County Social Service, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Shawna.Thompson@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all

licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	$1,000,000 each person; $1,000,000 each occurrence;
Property Damage:	$1,000,000 each person; $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either

to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

Q. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

(1) Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this Resolution;

(2) If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

(3) Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and

(4) Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.

III. Financial Management

A. Subrecipient agrees to provide evidence of financial accountability. Subrecipient shall submit to Clark County a copy of Subrecipient's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than $750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to Shawna Thompson, Clark County Community Resources Management, 1600 Pinto Lane, 2nd Floor, Las Vegas, Nevada 89106.

B. Subrecipient certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implement 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

C. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

D. Copies, excerpts, or transcripts of all the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

E. The County may advance up to fifty percent (50%) of the grant allocation up front for program set-up and to address initial assistance requests. Thereafter, the County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. An initial invoice to advance funds is required for set-up. Subsequently, invoices must be submitted monthly. Invoices must contain the Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses submitted by Recipient. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must log into ZoomGrants.com to submit all requests for reimbursement/invoices as a single uploaded packet. Information on how to submit requests for invoices will be provided upon resolution approval.

F. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

G. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

H. If the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

I. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

J. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by December 30, 2020 with the option to extend to a date identified per Congressional action.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation

made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

APPROVED this 23rd day of OCTOBER, 2020.

By: _____

KEVIN SCHILLER, ASSISTANT COUNTY MANAGER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

EXHIBIT "A"

PROGRAM BUDGET

BNA Budget & Budget Justification

Agency Name: UNITED WAY OF SOUTHERN NEVADA

Project Name: UWSN CHILDCARE ASSISTANCE

a) PROPOSED PROGRAM BUDGET

ALL CATEGORIES must be spent by December 30, 2020. No extensions are allowed	**Total Project Amount** (round up to nearest dollar)	**Requested Portion Only** (round up to nearest dollar)
GENERAL ADMINISTRATION / OPERATIONS		
Professional Services contracted (audit, bookkeeping, etc.)	$	$ 9,900.00
Computer related (software, hardware, internet, etc.)	$	$ 250.00
Maintenance Supplies	$	$ 250.00
Local Travel	$	$ 232.00
Indirect Costs (10% De minimus allowable)	$	$ 1,063.00
DIRECT SERVICES TO COUNTY RESIDENTS		
Child Care Services / Assistance (min. req. $100,000)	$	$1,425,000.00
Staff & Fringe necessary to provide services to clients	$	$ 60,000.00
Office Space for Direct Service staff or for client use	$	$ 42,500.00
PPE / Cleaning related to COVID-19	$	$ 20,000.00
Furniture/Fixtures and Equipment for client/participant space	$	$ 20,000.00
Advertising / Marketing (includes brochures, client recruitment, etc.)	$	$ 1,500.00
Other: _____	$	$ 142,500.00
TOTAL PROJECT COST:	$	**$ 1,723,195.00**

EXHIBIT "B"

UNITED WAY OF SOUTHERN NEVADA

UWSN CHILDCARE ASSISTANCE

SCOPE OF SERVICES

CARES Act BNA Grant

1. Clark County will provide ONE MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED NINTY-FIVE AND NO/100TH DOLLARS ($1,723,195.00) in Coronavirus Relief Funds (the "Funds") to UNITED WAY OF SOUTHERN NEVADA ("Recipient") to assist with operating and program expenses associated with its Basic Needs Assistance Program (the "Program").

2. During the program year ending December 30, 2020, Recipient will provide Basic Needs Assistance to qualified households.

3. Specifically, the objectives of the Program through December 30, 2020 will be to:

   - Ensure access to safe, affordable childcare for at least 750 children ages 0-12 in Southern Nevada whose families have been financially impacted by COVID-19.

4. Recipient shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Resolution for a period of four (4) years.

5. Recipient will provide to Clark County written notice of any program changes during the program period for which County funds are allocated under the provisions of this Resolution.

EXHIBIT "C"

PERFORMANCE MEASUREMENT

MONTHLY REPORT TO CLARK COUNTY

Reflecting Month: Year: 2020

AGENCY: **UNITED WAY OF SOUTHERN NEVADA**

PROGRAM: UWSN CHILD CARE ASSISTANCE PROGRAM

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Ensure access to safe, affordable childcare for at least 750 children ages 0-12 in Southern Nevada whose families have been financially impacted by COVID-19.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your monthly reports due: 8/10/2020 through 1/10/2020).

Information on how to submit the Performance Measurement Monthly Report can be found at https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.

ACCEPTANCE OF CARES BASIC NEEDS ASSISTANCE FUNDS AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, Kyle B. Rahn, as President + CEO of **UNITED WAY OF SOUTHERN NEVADA**, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant CARES Basic Needs Assistance Funds to **UNITED WAY OF SOUTHERN NEVADA**, for the **UWSN CHILD CARE ASSISTANCE** program, adopted by Clark County, Nevada, on the 19th day of May, 2020, a copy of which is attached hereto and incorporated herein.

EXECUTED this 23rd day of September, 2020.

UNITED WAY OF SOUTHERN NEVADA

By: Kyle B. Rahn
SIGNATURE OF RESPONSIBLE PARTY

STATE OF **NEVADA**
COUNTY OF **CLARK**

This instrument was acknowledged before me on September 23rd (Date), 2020

by Kyle B. Rahn (Name of Person) as President & CEO (Title) of

United Way of Southern Nevada

(SEAL)

Sahar Ikhlas
NOTARY PUBLIC

SAHAR IKHLAS
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 18-4064-1
MY APPT. EXPIRES SEPT. 9, 2022

My Commission expires: 9.9.2022

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Interlocal Agreement (this "Agreement") is made and entered into by and between Clark County ("hereinafter called "County") and University Medical Center of Southern Nevada (hereinafter called "UMC") for the purpose of providing Coronavirus Relief Funds for COVID-19 testing.

Recitals:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, On April 23, 2020, Clark County, Nevada (The "County") was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, the U.S. Department of Treasury issued guidance that COVID-19 testing is an eligible expense under the CARES Act.

NOW, THEREFORE, the parties agree as follows:

1. Use and Distribution of CRF

   A. Subject to the County's availability of CRF and upon written request for reimbursement from UMC, the County agrees to reimburse UMC seventy ($70.00) dollars for each COVID-test performed at a County approved community test site, including any lab tesing performed by UMC in accordance with this Agreement from November 11, 2020 through December 30, 2020.

   B. UMC agrees:

      (I) To provide no-cost COVID-19 testing, which includes any lab testing perfomed to diagnosis COVID-19.

(2) To maintain and make available to the Treasury OIG or the County upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and maintain an appropriate audit trail to provide accountability for all expenditures of CRF received under this agreement. UMC will maintain records relative to the disbursement or crediting of these CRF funds for a period of five (5) years after final payment is made by the County to UMC.

(3) UMC agrees to provide its request for reimbursement to the County no later than February 1, 2021.

2 Term of Agreement

The term of this Agreement shall be for the period from November 11, 2020 through December 30, 2020.

3. General Provisions

A. Modification. This Agreement may not be amended or modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver. No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall constitute a waiver of any such right or remedy; nor shall it affect the right of either party to enforce such provisions thereafter.

C. Notice. Any notice to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail receipt requested or facsimile at the following addresses:

To UMC: University Medical Center of Southern Nevada
Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, NV 89102
(702) 383-3862

To COUNTY: Clark County
Anna Danchik, Comptroller
500 S Grand Parkway
Las Vegas, NV 89155

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada other than the conflict of laws rules thereof.

E. Validity. If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

F. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

G. No Third Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

H. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

SIGN HERE

IN WITNESS WHEREOF, the parties intend this Agreement to be effective on the date last written below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Title: _____

Date: _____

CLARK COUNTY

By: J. Cobb

Title: Chief Financial officer

Date: 11/20/20

APPROVED AS TO FORM:

By: _____
UMC General Counsel

APPROVED AS TO FORM:

By: Lisa Logan
Deputy District Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This First Amendment (this "Amendment") to the Interlocal Agreement ("Interlocal") is made and entered into by and between Clark County ("hereinafter called "County") and University Medical Center of Southern Nevada (hereinafter called "UMC") for the purpose of providing Coronavirus Relief Funds for COVID-19 testing.

Recitals:

WHEREAS, on November 11, 2020, Clark County and UMC entered into an Interlocal for UMC to provide COVID-19 testing; and

WHEREAS, Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, on December 27, 2020 the Consolidated Appropriations Act, 2021 ("Act") was signed into law. The Act included amendments to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), thereby amending Section 601(d)(3) of the Social Security Act to extend the expenditure of CRF until December 31, 2021; and

WHEREAS, the parties desire to extend COVID-19 testing.

NOW, THEREFORE, the parties agree to amend the Interlocal as follows:

1. Section 1(A) is amended by deleting December 30, 2020 and replacing it with January 11, 2021.

2. Section 1(B)(3) is amended by deleting February 1, 2021 and replacing it with April 1, 2021.

3. Section 2 is amended by deleting December 30, 2020 and replacing it with January 11, 2021.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties intend this Amendment to be effective on the date last written below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: Mason VanHouweling

Title: CEO

Date: 1/20/2021

CLARK COUNTY

By: J. Colin

Title: CFO

Date: 1/20/20

APPROVED AS TO FORM:

By: _____
UMC General Counsel

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Interlocal Agreement (this "Agreement") is made and entered into by and between Clark County ("hereinafter called "County") and University Medical Center of Southern Nevada (hereinafter called "UMC") for the purpose of providing Coronavirus Relief Funds for COVID-19 testing.

Recitals:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, On April 23, 2020, Clark County, Nevada (The "County") was allocated $295 million in Coronavirus Relief Funds ("CRF") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS, Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, the U.S. Department of Treasury issued guidance that COVID-19 testing is an eligible expense under the CARES Act.

NOW, THEREFORE, the parties agree as follows:

I. <u>Use and Distribution of CRF</u>

A. Subject to the County's availability of CRF and upon written request for reimbursement from UMC, the County agrees to reimburse UMC seventy ($70.00) dollars for each COVID-test performed at a County approved community test site, including any lab testing performed by UMC in accordance with this Agreement from November 11, 2020 through December 30, 2020.

B. UMC agrees:

(1) To provide no-cost COVID-19 testing, which includes any lab testing performed to diagnosis COVID-19.

(2) To maintain and make available to the Treasury OIG or the County upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and maintain an appropriate audit trail to provide accountability for all expenditures of CRF received under this agreement. UMC will maintain records relative to the disbursement or crediting of these CRF funds for a period of five (5) years after final payment is made by the County to UMC.

(3) UMC agrees to provide its request for reimbursement to the County no later than February 1, 2021.

2 Term of Agreement

The term of this Agreement shall be for the period from November 11, 2020 through December 30, 2020.

3. General Provisions

A. Modification. This Agreement may not be amended or modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver. No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall constitute a waiver of any such right or remedy; nor shall it affect the right of either party to enforce such provisions thereafter.

C. Notice. Any notice to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail receipt requested or facsimile at the following addresses:

To UMC: University Medical Center of Southern Nevada
Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, NV 89102
(702) 383-3862

To COUNTY: Clark County
Anna Danchik, Comptroller
500 S Grand Parkway
Las Vegas, NV 89155

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada other than the conflict of laws rules thereof.

E. Validity. If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

F. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

G. No Third Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

H. Proper Authority. The parties hereto represent and warrant, that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

IN WITNESS WHEREOF, the parties intend this Agreement to be effective on the date last written below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Title: _____

Date: _____

CLARK COUNTY

By: _____

Title: Chief Financial Officer

Date: 11/20/20

APPROVED AS TO FORM:

By: _____
UMC General Counsel

APPROVED AS TO FORM:

By: _____
Deputy District Attorney

DECLARATION OF EMERGENCY

PROCLAMATION OF THE CLARK COUNTY MANAGER DECLARING A STATE OF EMERGENCY IN THE COUNTY OF CLARK, NEVADA AS A RESULT OF A PUBLIC HEALTH EVENT COVID-19 AND THE IMPACTS TO HOSPITAL EMERGENCY ROOMS, LOCAL GOVERNMENT AGENCIES, LOCAL BUSINESSES, RESIDENTS AND VISITORS

WHEREAS, the Governor has declared a state of emergency and ordered the closure of all public schools as a safeguard against further spread of COVID-19; and

WHEREAS, this Declaration seeks to assist the County, its agencies, employees and residents to stabilize and more efficiently respond to emerging conditions related to response and recovery to the COVID-19 related issues; and

WHEREAS, the County Manager finds that certain administrative functions require flexibility in staffing levels and assignments normally addressed in collective bargaining agreements and merit personnel systems; and

WHEREAS administrative leniency in the enforcement of ordinances, rules and regulations, purchasing, and other governmental functions will assist in the response and recovery of the emerging issues related to the spread of COVID-19;

NOW, THEREFORE, BE IT PROCLAIMED that the County Manager of the County of Clark does hereby proclaim that, under the provisions of the Nevada Revised Statutes Chapter 414 and Clark County Code Chapter 3.04, within the County of Clark, a state of emergency does exist due to the spread of COVID-19 within areas of the County of Clark.

In addition, County Department Heads are authorized within their areas of responsibility to issue waivers and exercise administrative leniency in the application and enforcement of County ordinances, rules and regulations, and have emergency powers to direct appropriate staffing levels within each department.

Nothing in this Declaration shall be construed to limit any emergency powers provided by federal, state or local laws.

PROCLAIMED THIS 15TH DAY OF MARCH 2020.

COUNTY MANAGER
CLARK COUNTY, NEVADA

By Yolanda King
YOLANDA KING

ATTEST:

CAROLYN CAMPBELL
Deputy District Attorney

SUBRECIPIENT AGREEMENT BETWEEN CLARK COUNTY, NEVADA AND UNIVERSITY MEDICAL CENTER FOR CORONAVIRUS RELIEF FUNDS

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the University Medical Center, a political subdivision of the State of Nevada and the COUNTY OF CLARK, also a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the "County"), the pass-through entity, was allocated $295 million in Coronavirus Relief Funds ("CRF" or "CRF Funds") by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), CFDA 21.019; and

WHEREAS Under the CARES Act and the implementing guidance from the U.S. Department of Treasury, funding from the CRF may only cover costs that are necessary expenditures incurred during the COVID-19 public health emergency, for costs not accounted for in the County's most recently approved budget as of March 27, 2020, and for costs incurred during the period of March 1, 2020 and ending December 30, 2020; and

WHEREAS, the County desires to reimburse the University Medical Center ("UMC" or Subrecipient"), who possesses federal unique identifier (DUNS Number: 066677535) for expenses incurred due to the COVID-19 public health emergency; and

WHEREAS, such distributions are to be administered by the County; and

NOW, THEREFORE, UMC and the County agree as follows:

1. UMC proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
    a. are necessary expenditures incurred due the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for the UMC; and
    c. were incurred during the period that begins on March 1, 2020 and end on December 30, 2020.
2. The County in its sole and absolute discretion may reimburse UMC for eligible costs as described in Exhibit A and as permitted by the CARES Act.
3. UMC shall submit a written request to the County for reimbursement of eligible costs, including supporting documentation sufficient to the County.
4. Failure of UMC to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.
5. As a condition of this sub-award of CRF Funds, UMC agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act,

as well as U.S. Treasury guidelines, "Frequently Asked Questions (FAQ)" and any other document describing permissible use of the Fund posted on the U.S Treasury's site located at https://home.treasury.gov/policy-issues/cares/state-and-local-governments, hereinafter Guidance. UMC must review and become familiar with the Guidance.

6. Any CRF Funds expended by UMC or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
7. UMC and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF Funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the County, or designee and UMC will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
8. UMC will report on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
9. UMC understands that payment from the CRF Funds are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments to Subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the grantee(s) spend $750,000 or more in federal awards during their fiscal year.
10. UMC agrees to provide evidence of financial accountability. UMC shall submit to the County a copy of the UMC's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than $750,000 of Federal funds during that reporting period. If UMC submits a letter stating it expended less than $750,000 in Federal funds, UMC shall provide a recent financial statement certified by an appropriate officer or employee of UMC. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
11. UMC understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
12. UMC agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.

13. UMC will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this _____ day of _____, 2020.

CLARK COUNTY

By: _____
Jessica Colvin, Chief Financial Officer

Date: 11/20/20

UNIVERSITY MEDICAL CENTER

By: _____
Mason Van Houweling

Date: 11/20/20

APPROVED AS TO FORM:

By: _____
Lisa Logsdon, Deputy District Attorney

By: _____
University Medical Center Attorney

Exhibit "A"

Terms and Conditions

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Award Contact Information

Clark County Department of Finance
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155-1211
(702) 455-3543
Awarding Official: Chief Financial Officer

Eligible Costs

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
   a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
   b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
   c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions for term referenced above

"Incurred": A cost is "incurred" when the responsible unit of government has expended funds to cover the cost. For a cost to have been incurred, performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For further discussion of "incurred" see Treasury Guidance dated June 30, 2020.

"Substantially different use": a cost incurred for a "substantially different use" includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
   - redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
   - redeploying police to support management and enforcement of stay-at-home orders;
   - diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

2. A public function does not become a **"substantially different use"** merely because it is provided from a different location or through a different manner. An example is:
   - developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

The Sub-recipient is charged with determining whether or not an expense is eligible based on the U.S. Treasury's Guidance. Specific documents can be referenced:

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
- Coronavirus Relief Fund Frequently Asked Questions

Eligible Cost Categories

The U.S. Department of Treasury has provided this non-exclusive list of examples of eligible expenses. This list continues to be updated by the U.S. Treasury and this list is subject to change based on any future Guidance. Eligible expenses include, but are not limited to:

1. **Medical expenses** such as:
   - COVID-19 related expenses of public hospitals, clinics and similar facilities.
   - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   - Costs of providing COVID-19 testing, including serological testing.
   - Emergency medical response, including emergency medical transportation related to COVID-19.
   - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment (PPE) for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to COVID-19.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to the COVID-19 public health emergency.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to **facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 precautions.
- COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of **economic support** in connection with the COVID-19 public health emergency, such as:

- Grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency.
- Emergency financial assistance to individuals and families directly impacted by a loss of income.
- A local or tribal payroll support program.

- A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements).
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Expenses to respond to secondary effects of the current COVID-19 public health emergency including:

- Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
- Preparing a reserve of personal protective equipment or developing increased intensive care unit capacity to support a region not yet affected, but likely to be impacted by the current COVID-19 pandemic.
- Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience, except that expenses related to developing a long-term plan to reposition a CRF recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the CRF.
- Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment) if those costs were unbudgeted.
- Continuation of a lease on office space or equipment that would not have been renewed in order to respond to the public health emergency (costs associated with the ongoing lease payments through December 30, 2020)

7. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible Costs

Non-allowable expenditures include, but are not limited to:

1. Filling shortfalls in government revenue. Revenue replacement is NOT a permissible use of Fund payments.
2. Expenses for the state share of Medicaid.
3. Damages covered by insurance.
4. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
5. Expenses that have been or will be reimbursed under any other federal program (e.g. reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds).
6. Reimbursement to donors for donated items or services.
7. Workforce bonuses (other than hazard pay or overtime for employees who were substantially dedicated to responding/mitigating the COVID-19 public health emergency).

8. Severance pay.
9. Legal settlements.
10. Assisting impacted property owners with payment of property taxes, unless this is necessary to prevent foreclosure. This necessity must be documented.
11. Replacement of government revenue due to unpaid utility fees.
12. Payroll or benefit expenses of private employees contracted to work for the local government entity, unless they are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
13. "Across the board" hazard pay for employees working during an emergency, for employees whose services are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
14. Prepayments on contracts using the Fund to the extent that doing so would not be consistent with ordinary course policies and procedures (e.g. pre-paying for one or two-year facility lease to house staff hired in response to COVID-19 public health emergency).
15. Per Treasury Guidance: "In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death...Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions." Please see the footnote on Page 3 of Treasury Guidance for full information on this provision.

Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the Sub-recipient and the County to return funds to the federal government. All funds that are distributed by the Sub-recipient must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says "I certify that I need access to the funds in this program due to the COVID-19 public health emergency.")

Funds received from the CRF are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or

program specific audit pursuant to 2 C.F.R. § 200.501(a) when subrecipients spend $750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the local government's obligations hereunder, the Sub-recipient agrees to propose and submit to the County a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the County. The Sub-recipient understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. The Sub-recipient agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the Sub-recipient. The Sub-recipient shall provide to the County periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement. Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The County may direct local government entities to retain documents for a longer period of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value.

VISION BUILDING COMPANIES

VISION BUILDING RENTALS, INC.

LEASE PROPOSAL

Date: April 01, 2020

Name: **Clark County Nevada**
Emergency Shelters/Cashman Field

Contact Person: Kevin Schiller / Timothy Burch
Phone Number: 702-455-3523
Email: kevin.schiller@clarkcountyNV.gov
tlb@clarkcountyNV.gov

Features: (1) 42'W x 100'L (4,200 sq. ft.) Vision Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

Features: (1) 42'W x 112'L (4,704 sq. ft.) Vision Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

Features: (1) 50'W x 120'L (6,000 sq. ft.) Aluminum Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

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P# 702.222.4012 F# 702.798.1200 T# 877.497.5366 www.visionbuildingsystems.com

LEASE PROPOSAL

VISION BUILDNG RENTALS, INC.

Features: (1) 100'W x 173'L (17.300 sq. ft.) Vision Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

Features: (8) 50'W x 150'L (60.000 sq. ft.) Aluminum Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

Features: (1) 69'W x 185'L (12.950 sq. ft.) Aluminum Structure as per Proposed Site Plan

- NFPA 701 Approved Fabric Membrane including tie down and tensioning systems; with anti-corrosive coating
- Structural and foundation engineering, site specific and stamped by our licensed engineer
- Engineered foundation anchorage to attach to the existing, leveled surface
- (2) End walls: weather tight enclosures with steel end supports and panels
- Man-entrance doors and frame-outs, as required
- Lighting package (Owner to connect to provided power source)
- HVAC packaging including free blow system to interior of system
- Fire & Life Safety package including fire extinguishers and exit signs

Features: Modular Interlocking Flooring System

- 110,000 sq. ft. of Dura Trac Flooring Panels (4'W x 4'L in Dimension)

***Please Note: Shipping and Handling (including loading and unload) is not included will be invoiced directly to Owner following materials arriving to site.**

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VISION BUILDING COMPANIES

VISION BUILDNG RENTALS, INC.

LEASE PROPOSAL

Installation Services:

- Full installation of the Structures by a certified install crew including all labor costs, associated expenses, VBS work truck, specialty hand tools and rental equipment required to perform the installation. — **Shown as Deposit Below**
- Full installation of the modular interlocking flooring system by a certified install crew including all labor costs, associated expenses, VBS work truck, specialty hand tools and rental equipment required to perform the installation. — **Shown as Deposit Below**

Lease Terms and Schedule:

Deposit:	**$289,000.00**	**(Represents Installation Cost)**
Monthly Lease Amount	**$761,223.00/Month**	**(applicable taxes not included)**
Lease Terms:	**3-Month Minimum Term**	
Month-to-Month Option:	**If all monthly lease payments have been made on time or in advance, the lessee has the option to continue to lease on a month-to-month basis, at $761,233.00 + tax per Month.**	

Lease Payment Terms:

- Deposit ($289,000.00; Representing installation services) and the first monthly lease payment ($761,223.00; does not include items listed in Options/Extras and applicable sales tax) will be due and owing upon the return of the signed contract
- Monthly lease payments will be due and owing the 1st day of each month of the lease term

Demobilization Services:

- Full dismantle of the structures by a certified install crew including all labor costs, associated expenses, VBS work truck, specialty hand tools and rental equipment required to perform the dismantle. — **$234,000.00**
- Full dismantle of the modular interlocking flooring system by a certified install crew including all labor costs, associated expenses, VBS work truck, specialty hand tools and rental equipment required to perform the dismantle. — **$55,000.00**

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VISION BUILDING COMPANIES

VISION BUILDNG RENTALS, INC.

LEASE PROPOSAL

Options and Extras

***All listed pricing for Options/Extra items is not included in the Total Cost and will need to be finalized by Owner. If approved, one-third of each item will be due and owing on the first of each month, with each monthly lease payment. ***

- Interior power distribution including (36) spider boxes, cabling, and duct work required for the (3) month min. lease term — **$90.000.00/Lease Term** **$30,000.00/Month**
- (12) Generators 300-349 KVA Tier 4 and (6) transformers for the (3) month min. lease term — **$435.000.00/Lease Term** **$145,000.00/Month**
- Diesel fuel to service (12) generators for the (3) month min. lease term — **$1.560.000.00 Lease Term** **$520,000.00/Month**

Customer Obligations

a) Customer is responsible for all permits and/or licenses that may be required and renewal thereof (if not specified in proposal)
b) Customer must clearly identify the location of all underground facilities at the Project site
c) Customer is responsible for garbage and debris
d) Customer is responsible to pay for any third-party special inspections (if applicable)
e) Customer shall be responsible to provide all rental equipment necessary to perform all obligations under this agreement not specifically required of Supplier under this Agreement
f) Customer must insure 20 ft. clearance access on all sides of structure. If access to work are is less than 20 ft. clear on all sides of building, additional installation charges may apply
g) Customer is responsible for fire sprinklers (if not specified in proposal)

Kevin Schiller (Lessee)

Signature:

By: KEVIN SCHILLER

Title: ASSISTANT COUNTY MANAGER

Date: 4-10-2020

Vision Building Rentals, Inc.

Signature:

By: Darcy Dahlem

Title: General Manager

Date: 4-10-2020

THANK YOU FOR CHOOSING VISION BUILDING RENTALS!
Quote is Valid for 15 Days

Initials

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VISION BUILDING COMPANIES

VISION BUILDNG RENTALS, INC.

LEASE PROPOSAL

Vision Building Rentals, Inc.
Lease Terms and Conditions

1. **Delivery, Acceptance and Return of Structure:** Unless Lessee notifies Lessor of any defect within 48 hours after delivery, Lessee shall be conclusively deemed to have unconditionally accepted the Structure. At the end of the lease term or extended lease term, Lessee agrees to return the Structure in good condition and to pay Lessor for all repairs at Lessor's costs plus fifteen percent. Lessee agrees to pay for all dismantling costs and the shipping cost back to the point of origin. Lessor reserves the right to take possession of the Structure in the event the Structure is endangered by high winds, storms, fire, misuse or other detrimental conditions as determined are Lessor.
2. **Title:** Lessee understands and agrees that Lessor retains sole title to the Structure during use and occupancy by Lessee. Lessee agrees that the lease may be assigned or pledged as security by Lessor and that this lease shall remain valid and enforceable in the event the title or ownership of the lease changes during the lease period Lessee agrees to immediately remove any liens or encumbrances to be placed on the Structure other than by the Lessor or Lessor's assigns.
3. **Location, Use and Dismantlement of Structure:** Lessee shall not remove the Structure from the jobsite location defined as the place of delivery without the prior written consent of the Lessor. Lessee shall not part with possession or control of the structure or attempt to sell, pledge, and mortgage or otherwise encumber the structure or equipment contained therein. Prior to the time set for the dismantlement and removal of the Structure, Lessee shall remove, at its expense, all personal property owned by Lessee and third parties, and if Lessee fails to do so in a timely fashion, Lessor shall not be liable for any damage to, or loss of, such personal property.
4. **Lessor's Liability:** No representations, warranties or agreements, oral or written, express or implied, have been made by either party hereto with respect to this Agreement or the Structure, except as expressly provided herein. In the event of any breach of this Agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the rental price paid, or that portion of the rental price as may represent Lessee's damages. Lessor shall not be liable for any incidental or consequential damages arising from Lessor's breach.
5. **Taxes:** In addition to the rent to be paid by Lessee hereunder, Lessee shall be liable and responsible for (as part of the lease terms) and shall promptly pay all taxes, assessments and other governmental charges which may now or hereafter be imposed upon the ownership, leasing, rental, use, operation or maintenance of the Structure.
6. **Right of Inspection:** Lessor shall have the right from time to time during business hours to enter the Lessee's premises or elsewhere for the purpose of confirming the existence, condition and proper maintenance of the Structure.
7. **Compliance With Laws:** Lessee shall, at all times, comply with all governmental laws, ordinances, regulations, requirements and rules with respect to the permitting, possession, use, maintenance and operation of the Structure. Lessee shall, at its expense, obtain in a timely fashion all permits, licenses and consents required for installation, maintenance and use of the Structure.
8. **Indemnity and Risk of Loss:** Lessee assumes all risk and liability for the use and operation of the Structure including permitting, engineering and site preparation and for personal injuries and property damage arising therefrom, including any loss or damage to the Structure or to Lessee's premises, as a result of the installation and dismantling of the Structure, or due to theft or vandalism. No such loss, damage, theft or destruction of the Structure shall impair the obligations of Lessee under this Agreement, including the obligation to pay rent, all of which shall continue in full force and effect. Lessor shall not be responsible for any damage to underground cables, pipes or conduits, unless Lessee provides Lessor, prior to installation of the Structure, a written site plan accurately showing the location of all underground items. The measure of damages for any damage or loss of the structure shall be based upon the replacement value of the Structure at the time of loss.

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9. **Default:** Lessee agrees that time shall be of the essence with respect to the performance of Lessee's obligations hereunder. Any of the following shall constitute default under this Agreement: (a) if Lessee shall fail to make any payment when due; (b) if any material statement or representation made by or on behalf of Lessee turns out to be false or misleading; (c) if Lessee ceases doing business as a going concern, shall institute or have instituted against it any proceedings under any bankruptcy or insolvency law, or shall make an assignment for the benefit or creditors; (d) if Lessor deems itself insecure; or (e) if Lessee shall fail to observe or perform any covenant or obligation hereunder. In the event of default (i) the Structure shall, upon Lessor's demand, be immediately delivered to Lessor at Lessee's expense and Lessor at its option, may without notice or legal process, enter into or upon any premises where the Structure may be, or by Lessor believed to be, and repossess the Structure, disconnecting and separating the Structure from any other property, and using all force necessary to so do, Lessee hereby waiving all further right to possession of the Structure and all claims for injury to or loss caused by such repossession, and (ii) all sums due and to become due hereunder shall, at Lessor's option, become immediately due and payable. In the event of Lessee's default, Lessee agrees to pay all costs and expenses incurred by Lessor proximately caused by the Default including but not limited to all attorney's fees and costs of litigation and those expenses incurred by Lessor in retaking, storing, repairing or reselling the Structure. Upon default, Lessor may equitably enforce through specific enforcement the terms of the Lease in addition to any and all remedies otherwise provided by law. In the event that Lessee shall fail to duly and promptly perform any of its obligations under the provisions of this agreement, Lessor may, at its option, perform the same for the account of Lessee without waiving such default. All amounts due and owing Lessor from Lessee shall bear interest at the highest lawful rate not to exceed twenty-four percent per annum.
10. **Installation: Lessee Caused Delay:** Lessee shall be liable to Lessor for actual damages caused by Lessee caused delays. Lessee caused delays shall include, but are not limited to: Failure to obtain required permits; failure to timely provide necessary owner provided equipment; failure to
provide required or accurate site plans including site plans accurately depicting underground obstructions failure to ensure completion of proper site preparation prior to installation. Delay damages to Lessor shall include, but not be limited to: Cost of labor for period of delay; cost of equipment rental during period of delay; fines or penalties imposed by Federal, State or Local authorities; and those other costs directly or indirectly related to the Lessee caused delay or delays. In the event of a Lessee caused delay, Lessor has discretion to cease installation of the structure until the extra costs and/or damages caused by the delay are approved in writing by Lessee and the lease contract adjusted appropriately.
11. **Assignment:** Lessee shall not assign this Agreement or any rights hereunder or the right to occupy or use the Structure without Lessor's prior written consent. Lessee agrees that Lessor may assign its rights under this Agreement. Lessee's obligation to pay rent under this Agreement shall not be subject to any right of setoff.
12. **Cancellation:** This Agreement may only be cancelled by Lessee in the event of a material breach by Lessor.
13. **Maintenance and Repairs:** Lessee shall at all times during the term of this Lease Contract and any extensions thereof, at its sole expense, maintain the Structure in good condition, but shall not be responsible for normal wear and tear resulting from the authorized use of the Structure. Lessee shall make no repair, alteration or attachment with respect to the Structure which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of a mechanic's or material men's lien with respect thereto, without the prior written consent of Lessor. All repairs made or placed upon the Structure shall become part of the Structure and shall be the property of Lessor.
14. **Logo:** Lessor reserves the right to affix and display in a conspicuous place on the exterior of the structure its company name and phone number.

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15. **Miscellaneous Provisions:** This Lease Agreement contains the entire agreement of the parties and no variation or modification of this Agreement and no waiver of any or its provisions or conditions shall be valid unless in writing and duly signed by Lessor and Lessee. Lessee represents that it has the authority to enter into this Agreement and the signatory of Lessee agrees to be personally liable for the obligations arising from this Agreement. This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and Lessee consents to jurisdiction of Nevada courts. Any disputes hereunder shall be arbitrated under the arbitration rules for the State of Nevada and attorney fees and costs shall be paid to the prevailing party. The Arbitration shall be held in Clark County Nevada. Any provisions of this lease contract which is prohibited or unenforceable shall be struck without invalidating the remaining provisions hereof.

Lessee's Signature: _____ Date: 4-10-2020

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #1

April 07, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail:

Itemized Changes	AMOUNT
10'W x 10'L Room Cubes, cut to Custom Height, including: - 600 Custom Height (4' and 6') 10'W x 10'L Bedroom Enclosures with Pipe and Drape - Aluminum posts - 14" Base Plates with Cross Bar Sliders (6', 8', and 10') - California Fire Marshall Approved Flame Retardant Fabric	**$66,000.00/Month (applicable taxes not included)**
Total Monthly Increase Cost of Changes to Contract	**$66,000.00 + tax per Month**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-10-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-10-2020
Date

VBS
Change Order

THANK YOU FOR CONSIDERING A VBS STRUCTURE

Initials _____

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #2

April 07, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail:

Itemized Changes	AMOUNT
Storage and Transport Carts to Ship 10'W x 10'L Room Cubes	$1,200.00
Shipping and Handling of the 10'W x 10'L Room Cubes to Site	$1,800.00
Labor and Equipment for Modification of the Room Cubes' Height	$4,200.00
Labor and Equipment Required for Installation of the Room Cubes	$6,500.00
Labor and Equipment Required for the Dismantle of the Room Cubes After the Lease Term	$6,500.00
Total One-Time Expense Increase Cost of Changes to Contract	**$20,200.00 + tax (One-Time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

Date 4-10-2020

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

Date 4-10-2020

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

VISION BUILDING COMPANIES

CHANGE ORDER #3

VISION BUILDING SYSTEMS, LLC

April 07, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail:

Itemized Changes	AMOUNT
Supply (500) Chairs	$15,000.00
Supply (103) Folding Tables	$7,415.00
Supply (35) Blue Stools	$875.00
Supply (2) White Tall Tables	$60.00
Total Monthly Expense Increase Cost of Changes to Contract	$23,350.00 + tax per Month

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-10-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-10-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #4

April 07, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail:

Itemized Changes	AMOUNT
Labor and Equipment Required to Install the Charis, Tables and Stools	$1,800.00
Labor and Equipment Required to Dismantle the Chairs, Tables, and Stools at the End of the Lease Term	$1,800.00
Total One-Time Expense Increase Cost of Changes to Contract	**$3,6000 + tax (One-time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-10-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-10-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

3150 WEST WIGWAM AVENUE LAS VEGAS, NEVADA 89139
P# 702.222.4012 F# 702.798.1200 T# 877.497.5366 www.visionbuildingsystems.com

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #5

April 09, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tib@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
20'W x 100'L Shade Canopy for Intake Process, including the following: - NFPA 701 Approved Fabric Membrane including tie downs and tensioning system - Open Ends and Open Sides	**$3,000.00 + Tax Per Month**
Total Monthly Expense Increase Cost of Changes to Contract	**$3,000.00 + tax per Month**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-29-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #6

April 09, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjburch@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Labor and Equipment Required to Perform the Installation of the 20'W x 100'L Shade Canopy	**$800.00**
Labor and Equipment Required to Perform the Dismantle of the 20'W x 100'L Shade Canopy at the end of the lease term	**$800.00**
Shipping and Handling of the 20'W x 100'L Shade Canopy, including Load/Unload	**$485.00**
Total One-Time Expense Increase Cost of Changes to Contract	**$2,085.00 (One-Time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-29-2020
Date

VBS
Change Order

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #7

April 09, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjb@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Supply (165) Locker Units with Key Locks for the Duration of the Lease Term	**$3,300.00 + tax per Month**
Total Monthly Expense Increase Cost of Changes to Contract	**$3,300.00 + tax per Month**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-29-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

THANK YOU FOR CONSIDERING A VBS STRUCTURE

Initials

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #8

April 09, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjb@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Shipping and Handling of the (165) Locker Units with Key Locks, including Load and Unload	**$250.00**
Total One-Time Expense Increase Cost of Changes to Contract	**$250.00+ tax (One-Time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-29-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

CHANGE ORDER #9

VISION BUILDING SYSTEMS, LLC

April 15, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tib@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Labor and Equipment Required to Modify Fabric for a Gable End on the 20'W x 100'L Intake Shade Canopy	$400.00
Labor and Equipment Required for Installation of the Gable End	$750.00
Total One-Time Expense Increase Cost of Changes to Contract	**$1,150.00**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4.29.2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

CHANGE ORDER #10

VISION BUILDING SYSTEMS, LLC

April 15, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjb@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Labor and Equipment Required to Modify Fabric for Interior Divider Walls located in Staff Building (Building "E") for Staff Changing Rooms	**$3,460.00**
Labor and Equipment Required for Installation of the Interior Divider Walls	**$2,640.00**
Total One-Time Expense Increase Cost of Changes to Contract	**$6,100.00**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative — Date: 4-29-2020

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner — Date: 4-29-2020

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #11

April 15, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjb@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Supply a Shower and Restroom Trailer, including (6) Showers, (6) Changing Rooms, (2) Bathrooms, and (2) Sinks.	**$28,800.00**
Please Note: Propane fill-ups, Services to Empty, Paper Products, Cleaning and Maintenance are not included, and will be the responsibility of the Owner	
Total Monthly Expense Increase Cost of Changes to Contract	**$28,800.00 + Tax Per Month**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4-29-2020
Date

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

VISION BUILDING COMPANIES

VISION BUILDING SYSTEMS, LLC

CHANGE ORDER #12

April 15, 2020

Clark County / City of L Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tjb@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Shipping and Handling of the Shower and Bathroom Trailer to site, including load/unload	**$2,900.00**
Demobilization of the Shower and Bathroom Trailer from site at the end of the lease term, including load/unload	**$2,900.00**
Total One-Time Expense Increase Cost of Changes to Contract	**$5,800.00 + Tax (One-Time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

Date 4-29-2020

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

Date 4-29-2020

THANK YOU FOR CONSIDERING A VBS STRUCTURE

VBS
Change Order

CHANGE ORDER #13

VISION BUILDING SYSTEMS, LLC

April 15, 2020

Clark County / City of Las Vegas ("Purchaser")
Cashman Field
850 Las Vegas Blvd, N.
Las Vegas, NV 89101

Contact: Tim Burch / Kevin Schiller
Phone: 702-455-5484
E-mail: tib@clarkcountynv.gov
Kevin.schiller@clarkcountynv.gov

Itemized Changes	AMOUNT
Labor and Equipment Required to Modify and Install Fabric for (1) Privacy Enclosure between the Shower and Bathroom Trailer and Building "E"; (2) Privacy Enclosures and (2) Man-entrance doors. One of each, on each side of the Shower and Bathroom Trailer; and (1) Privacy Enclosure and (1) Man-entrance door on Building "E".	**$4,500.00**
Total One-Time Expense Increase Cost of Changes to Contract	**$4,500.00 + tax (One-Time Expense)**

All materials/installation work are guaranteed as specified in Contract. All Work to be completed in a substantial workmanlike manner according to specifics listed above or in original Contract. Any alteration or deviation from the above specifications involving extra costs will be executed only upon additional written change order and will become an additional extra on the project. See original Contract for additional terms and conditions.

Authorized Vision Building Systems, LLC Representative

4-29-2020
Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the Work as specified.

Authorize Representative for Owner

4.29.2020
Date

VBS
Change Order

	April	May	June	July	August	September
Monthly Cost						
Original Lease Proposal						
Tent Lease	761,223	695,405	695,405	695,405	695,405	695,405
Interior Power Distribution	30,000	30,000	30,000	30,000	30,000	30,000
Generators, Transformers, Fuel Tanks	145,900	145,900	145,900	145,900	145,900	145,900
Change Order #1	66,000	66,000	66,000	66,000	66,000	66,000
Change Order #3	23,350	23,350	23,350	23,350	23,350	23,350
Change Order #5	3,000	3,000	3,000	3,000	3,000	3,000
Change Order #7						
Change Order #11	28,800	28,800	28,800	28,800	28,800	28,800
Change Order #14		83,486	83,486	83,486	83,486	83,486
Total	1,058,273	1,075,941	1,075,941	1,075,941	1,075,941	1,075,941
One Time Charges						
Initial Deposit (Installation Cost)	289,000					
Change Order #2	20,200					
Change Order #4	3,600					
Change Order #6	2,085					
Change Order #8	250					
Change Order #9	1,150					
Change Order #10	6,100					
Change Order #12	5,800					
Change Order #13	4,500					
Demobilizations Services						289,000
Total	332,685					289,000
Grand Total	1,390,958	1,075,941	1,075,941	1,075,941	1,075,941	1,364,941

Notes

*Lockers have now been donated, Change Order #7 that was $3,300/month does not have to be paid

**Original Lease Proposal had over $500,000 in diesel, due to Change Order #14 that expense is greatly reduced

***Highlighted Invoices have been paid

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on April 10, 2020

Between:

New Hope Placement LLC
DBA WELL CARE LIVING ("WELL CARE LIVING")

3312 W. Charleston Blvd Las Vegas. NV 89102

And

Clark County

(Individually a "Party", together the "Parties")

1. RECITALS:

1.1. New Hope Placement LLC (WELL CARE LIVING") offers transitional housing and housing solutions in Las Vegas, Nevada. WELL CARE LIVING along with THE WELL CARE GROUP incorporates the social, emotional, clinical and behavioral aspects of an individual's life and expands its services from treatment to health promotion and early intervention. This integration promotes optimal social and emotional development, and WELL CARE LIVING and THE WELL CARE GROUP's providers assume greater responsibilities for the coordination of care of patients and play a critical role in the screening and ongoing management of a patient's emotional, social, behavioral, and clinical challenges.

12. Clark County is governmental agency located in Nevada.

1.3. WELL CARE LIVING Placement intends to provide Clark County housing services to individuals testing positive for the COVID-19 virus

1.4. WELL CARE LIVING Placement intends to provide these services at the following facility:

Super 8 Motel at 4435 North Las Vegas, NV 89115

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, THE PARTIES AGREE AS FOLLOWS:

2. GENERAL

2.1. WELL CARE LIVING Placement and Clark County agree that the term of the Program shall be for a minimum 60 days ("Program Term") and may be extended as the parties agree.

2.2 The Parties agree they will jointly develop criteria for the initiation, operation and evaluation of the Program.

2.3. The Parties agree in good faith that during the Program Term to share all relevant information about patient performance, measurements and outcomes generated in the course of the Program subject to all local, state and federal regulatory or legal requirements about disclosure of patient health care information, including but not limited to those requirements set forth under HIPAA.

2.4. Each Party separately agrees and covenants with the other that they will keep confidential all Confidential Information and not disclose such information to anyone other than a Permitted Disclose of the Parties.

25 For the purposes of this Agreement "Confidential Information" shall include all confidential information relating to the proposed Agreement including such information as is generated by either Party, or their respective advisers, and includes information given orally or contained in any documentation or correspondence whether such information is in hard copy or electronic form. Confidential information shall not include information that is or becomes public information, other than as a direct result of any of any breach by anyParty.

2.6. A Party intending to make a public release of information about the Program shall obtain the prior approval of the other Party whose approval shall not be unreasonably withheld.

3. WELL CARE LIVING OBLIGATIONS UNDER THE AGREEMENT

3.1 WELL CARE LIVING will provide to all eligible residents the scope of services on Attachment A

3.2 WELL CARE LIVING will be responsible communicating with the residents to assess their social and clinical needs.

3.3 WELL CARE LIVING will connect the resident with the appropriate provider according to their specific needs.

3.4 WELL CARE LIVING will verify insurance eligibility and communicate with residents accordingly.

3.5 If resident opts to use Well Care Pharmacy, the pharmacy team will arrange for the transfer of the prescriptions and arrange delivery schedules and time

4. CLARK COUNTY OBLIGATIONS UNDER THE AGREEMENT

4.1 Clark County will assist in connecting residents via phone/referral/or in-person to WELL CARE LIVING and assist in educating residents the scope of services that can be available to them from WELL CARE LIVING.

4.2 Clark County of Southern Nevada will communicate issues with the delivery of services and allow WELL CARE LIVING to cure and remedy issues in a timely manner.

5. STANDARD PROVISIONS

The term of Agreement shall be for a minimum of 60days. Neither Party shall have any further obligation to the other under this Agreement following its termination,

5.1 Either Party may terminate this Agreement at any time for any reason with 30 days prior notice of such termination to the other party.

5.2 Clause 2.4 shall survive termination of this Agreement and continue in full force and effect.

5.3 Termination of this Agreement shall not affect any rights, remedies or obligations of the Parties that have accrued or become due prior to termination.

Both parties to this agreement reserve all rights to contribution and indemnity allowed by law.

5.4 WELL CARE LIVING represents and warrants to the other that it is a corporation validly existing under the laws of its jurisdiction of organization with the power to own all of its properties and assets and to carry or its business as it currently is being conducted. Clark County represents that it is a political subdivision of the state of Nevada.

5.5 Each party further represents and warrants to the other that: (a) it has been duly authorized to enter into this Agreement, and (b) this Agreement constitutes a valid, legal, and binding agreement enforceable against it in accordance with its terms.

5.6 This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of Nevada, and the United States.

5.7 This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

5.8 The Parties acknowledge and agree that successful completion of the Agreement shall require the full and mutual good faith cooperation of each of the Parties.

5.9 No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change waiver. or discharge is sought to be enforced.

5.10 This Agreement may be executed in several counterparts, including by means of facsimile or e-mail signatures, all of which taken together shall constitute the entire agreement between the Parties hereto.

ACCEPTED AND AGREED TO:

All signatures hereto acknowledge that they have read the foregoing Agreement and by their initials and signatures that they full and complete authority to execute the document for and in the name of the party for which they have given signatures.

WELL CARE LIVING

By: Marce Casal, CEO

Date: 4/10/2020

Clark County

By:

Kevin Schiller, Assistant County Manager

Date: 4-10-2020

ATTACHMENT A:

WELL CARE LIVING agrees to provide the following services:

- (108) Observation Beds for Individuals Exposed to COVID-19
- 24/7 On-Site Supervision
- On-Call Nurse Practitioner Home Health Care Visits As Needed
- Universal Precaution Supplies on Site
- Pharmacy Delivery Service
- Medication Oversight
- (3) Meals per day and (2) Snacks
- On-site Recreational Activities
- Laundry Services
- Shower Facilities
- Hygiene Products

Clark County of Southern Nevada agrees to reimburse WELL CARE LIVING for the above scope of work at a rate of the following:

- $372,600 per Month for Facility Use at Super 8 Motel located 4435 Las Vegas Blvd North Las Vegas 89115
- Medical and Behavioral Health Services for the Uninsured at Medicaid rates

Terms:

Clark County will reimburse Well Care Living $186,300 15days after signing of agreement for start up cost.
Clark County will reimburse Well Care net 15 days from day of receiving approved invoice

FISCAL DIRECTIVE NO. 6
ATTACHMENT C
RATIFIED
JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: May 7, 2020
DEPARTMENT: Social Services/Administrative Services
DEPARTMENT CONTACT NAME: Kevin Schiller
TELEPHONE NUMBER: 702-455-3523

CONSULTANT/AGENCY/SUPPLIER: **NEW HOPE PLACEMENT LLC DBA WELL CARE LIVING**
CONTACT NAME AND TITLE: **MARCE CASAL, CEO**
PHONE, FAX AND EMAIL ADDRESS: 3212 W. Charleston Blvd, Las Vegas, NV 89102

CONTRACT TITLE : **TRANSITIONAL HOUSING FOR COVID-19 CLIENTS**	
ESTIMATED AWARD AMOUNT: $186,300.00, initial Up to $372,600 per month	
CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
TERM: Date of Award (Emergency Declaration)	RENEWALS: Minimum 60 days or Until Services are no longer Needed or Funds no longer available

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

The New Hope Placement, LLC dba WELL CARE LIVING will provide transitional housing and housing solutions which incorporates the social, emotional, clinical and behavioral aspects of an individual's life and expands it services from treatment to health promotion and early intervention.

The New Hope Placement, LLC dba WELL CARE LIVING will provide one-hundred and eight (108) Observation Beds for individuals exposed to COVID-19 at their Super 8 Motel located at 4435 North Las Vegas, Nevada Location. The services shall include on-call Nurse Practitioner, medication oversight, three (3) meals per day and two (2) snacks, on-site activities, laundry services, shower facilities and hygiene products. WELL CARE LIVING will be responsible for communicating with the residents to assess their social and clinical needs, will connect with the residents with the appropriate provider according to their specific needs, will verify insurance eligibility and communicate with residents accordingly and provide residents with the option to use Well Care Pharmacy, the pharmacy team will arrange for the transfer of the prescriptions and arrange delivery schedules and time.

The New Hope Placement, LLC dba WELL CARE LIVING will ensure the operation is in accordance with Nevada laws of its jurisdiction and other Federal, state and local regulations. WELL CARE LIVING own all of its properties and assets to carry or its business as it currently is being conducted. Initial 6 months

County shall pay for performance of services as described in the Memorandum of Understanding which shall not exceed $186,300 initial and $372,600 per month. It shall be The New Hope Placement, LLC dba WELL CARE LIVING's responsibility to ensure the hours and tasks are properly budgeted.

This is in accordance with the Declaration of Emergency on March 15, 2020 issued by the Clark County Manager declaring a state of emergency as a result of a public health event COVID-19 and the impacts to hospitals emergency rooms, local government agencies, local businesses, residents and visitors and NRS 332.112, Emergency Contracts, local government determines that an emergency exits affecting the public health, safety or welfare, a contact or contracts necessary to contend with the emergency may be let without complying with the requirements of chapter 332.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Administrative Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER N/A	APPROVAL DATE:
PURCHASING AND CONTRACTS (Manager)	APPROVAL DATE: 5-7-2020
ASSISTANT COUNTY MANAGER/CFO	APPROVAL DATE: 5.8.2020

Revised 11/9/2017