

**CLARK COUNTY FISCAL RECOVERY FUNDS
RESOLUTION**

This RESOLUTION, herein after referred to as "AGREEMENT," is entered into by and between CLARK COUNTY, NEVADA, herein after referred to as "the County" and StartUpNV, hereinafter the "Subrecipient," for the DEI Startup Business Incubator program.

WHEREAS, Subrecipient, SAM.gov-generated Unique Entity Identifier #_HJNFX3XFC645, located at 300 S. 4th St., Suite 18, Las Vegas, NV 89101, proposes the DEI Startup Business Incubator (the "Program");

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by President Joseph R. Biden;

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act (the "Act") to add Section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and Section 603, which establishes the Coronavirus Local Fiscal Recovery Funds (together, the "Fiscal Recovery Funds");

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery;

WHEREAS, the County will receive \$440 million in Fiscal Recovery Funds; from the United States Department of Treasury;

WHEREAS, pursuant to the Final Rule for the Fiscal Recovery Funds, State, Local, and Tribal governments issued by the United States Department of Treasury have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations;

WHEREAS, on August 17, 2021, the Board of County Commissioners approved the allocation plan for the Fiscal Recovery Funds;

WHEREAS, at the direction of the Board of County Commissioners, the County submitted the 2021 Clark County Recovery Performance Report detailing the allocation plan for the Fiscal Recovery Funds;

WHEREAS, as part of the County's allocation plan for the Fiscal Recovery Funds, the County opened a grant application for non-profit organizations and community stakeholders to request funding for programming to aid in the recovery from the negative health and economic impacts of COVID-19;

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

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private organization, not-for-profit, to be expended for the selected purpose.

WHEREAS, Subrecipient is a non-profit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261;

WHEREAS, the purpose for which the Fiscal Recovery Funds will be used by the Subrecipient will provide a substantial benefit to the inhabitants of the County and assist in the recovery from COVID-19;

WHEREAS, Subrecipient agrees to furnish such services upon the terms and conditions set forth herein; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the funds are expended will provide a substantial benefit to the inhabitants of the County and aid in the recovery from COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, to grant Subrecipient up to \$600,000 of Fiscal Recovery Funds (CFDA #21.027) following execution of this Agreement subject to the following terms and conditions:

A. Scope of Services:

1. From the period of November 1, 2022, through December 31, 2024, the County will provide up to \$600,000 in Fiscal Recovery Funds to Subrecipient to assist with the personnel, operational, and capital costs for the Program, as outlined in Exhibit "A," "Fiscal Recovery Funds Budget and Budget Justification."
2. Subrecipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B-1," "Scope of Services," attached hereto and incorporated herein as if fully set forth. Changes in "Scope of Services," as described in Exhibit "B-1," must receive prior written approval from the County.
3. Subrecipient may provide reimbursement and financial reports to the County on a monthly basis during the Program period November 1, 2022, through December 31, 2024, at Shani.Coleman@ClarkCountyNV.gov . These reports will contain, but are not limited to, the information contained in Exhibit "C," "Request for Reimbursement and Financial Report."
4. Subrecipient will provide quarterly program outcomes and performance measurement reports to the County on at the close of each quarter during the Program period November 1, 2022, through December 31, 2024, at Shani.Coleman@ClarkCountyNV.gov . These reports will contain, but are not limited to, the information contained in Exhibit "D," "Program Outcomes and Performance Measures Quarterly Report to Clark County," including any narrative report to delineate the benefit realized by the County for the Program support. The County reserves the right to request additional information to ensure that the Fiscal Recovery Funds are being used to achieve program outcomes and performance measures.
5. The Awarding Official for this grant is the Clark County Chief Financial Officer.

B. General Conditions:

1. Subrecipient 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 with may be required by any ordinance of a political subdivision of the State of Nevada and/or statute of Nevada or federal government.
2. **The County will require Subrecipient to be bound by all ordinances of a political subdivision of the State of Nevada and/or statute of Nevada or federal government. This includes compliance with requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 and the United States Department of Treasury's (Treasury) Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds (Compliance Guidance), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds Final Rule (Final Rule), and any subsequent updates, including Treasury's Frequently Asked Questions.**
3. A deed restriction may be placed on real property purchased with Fiscal Recovery Fund at the County's discretion.
4. If the Subrecipient has not used the Fiscal Recovery Funds it has been awarded to cover services or costs for the period ending December 31, 2024, Subrecipient must notify the County by January 31, 2025, as any unappropriated Fiscal Recovery Funds remaining may be subject to recoupment and reallocation. The County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
5. The County shall have no relationship with the services provided, except as otherwise specifically provided herein. 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, Subrecipient shall be an independent contractor only. Nothing herein shall be construed to imply a joint venture, principal and agent, or employer and employee relationship between the County and the Subrecipient, and no party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other. Each party shall be responsible for its own acts or omissions arising out of or related to this Agreement.
6. Subrecipient may not assign any functions required under this Agreement without the express written consent of the County. In the event that Subrecipient is allowed to assign some, or all of the functions required under this Agreement, Subrecipient will abide by all state and federal laws governing worker's compensation benefits and employee taxes, as they may be applicable.
7. As follows:
 - a. If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:
 - i. Bodily Injuries: \$1,000,000 each person;
 \$1,000,000 each occurrence;

- ii. Property Damage: \$1,000,000 each person;
 \$1,000,000 each occurrence.
 - b. If Fiscal Recovery Funds are used to construct or purchase property and equipment, Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the property and equipment; and
 - c. Subrecipient shall furnish to the County a copy of each policy for the insurance coverages within ten (10) days after adoption of this Agreement and shall notify the County at least ten (10) 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 30 days of its implementation, renewal, or change thereto.
8. Subrecipient 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:
- a. Whether the objectives of the Program are being achieved;
 - b. Where the Program is being operated in efficient and effective manner;
 - c. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
 - d. Whether the financial operations of the Program are being conducted properly;
 - e. Whether the periodic reports to the County contain accurate and reliable information;
 - f. 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;
 - g. Whether all activities associated with the Program are in compliance with the Final Rule for the Fiscal Recovery Funds, the Compliance Guidance, and any subsequent guidance issued by Treasury.

Visits by the County or Visitors of the County shall be announced to Subrecipient 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 Subrecipient which related to the Program. Such persons may interview Subrecipients 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 Subrecipient 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 reimbursements and discontinuation of the Fiscal Recovery Funds.

9. Subrecipient will 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, expecting those proximately the result of the County's acts or omissions, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. 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 the Subrecipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Subrecipient.
10. Subrecipient will not use any Fiscal Recovery Funds or resources which are supplied by the County in litigation and will notify the County of any legal action which is filed by or against it.
11. To the extent permitted by law, Subrecipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute, or any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, 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.
12. Subrecipient agrees that if Subrecipient receives Fiscal Recovery Funds from any other local or state entity for the same Program that Subrecipient has received County Fiscal Recovery Funds for, the Subrecipient will contact the County within five (5) business days. Subrecipient agrees that it may be required to return all or part of the County Fiscal Recovery Funds if the total amount of Fiscal Recovery Funds from all local and/or state entities exceeds the Program's budget if Subrecipient does not intend to expand the Program. Furthermore, Subrecipient agrees that an amended Agreement may need to be executed with the County.
13. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, remuneration, 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.
14. No officer, agent, consultant, or employee of Subrecipient 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.
15. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.
16. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
17. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a Program or activity, denying benefits of, or

otherwise discriminating against a person on the basis of race, color, national origin, disability, age, or sex (including sexual orientation and gender identity) (42 U.S.C. § 2000d et seq.), as implemented by Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any Program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.

No officer, agent, consultant, employee, or elected or appointed official of the County, or Subrecipient, 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.

18. 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.
19. None of the Fiscal Recovery Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
20. If Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of County Funds, and in connection with public services offered through the Program, Subrecipient must adhere to the following stipulations:
 - a. Subrecipient 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;
 - b. If a Subrecipient 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;
 - c. Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and
 - d. Subrecipient 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.

C. Financial Management:

1. Subrecipient agrees to provide evidence of financial accountability. Subrecipient agrees to review the Uniform Guidance requirements applicable to the use of the Fiscal Recovery Funds.

Subrecipient is required to consider how and whether certain aspects of the Uniform Guidance apply in consultation with the County.

2. Pursuant to 2 CFR 200.303, the Subrecipient must develop and implement effective internal controls to ensure that funding decisions under the Fiscal Recovery Funds constitute eligible uses of funds, and document determinations. Upon request, the Subrecipient will provide the implemented internal controls to the County.
3. Subrecipient shall submit to the County a copy of Subrecipient's most recent single audit 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 CCFiscalRecoveryFunds@ClarkCountyNV.gov by April 1, 2023.
Subrecipients who have not been subject to a single audit per 2 CFR Part 200 are required to obtain education and training on the requirements of 2 CFR 200. The adequacy and successful completion of this requirement is subject to County approval.
4. 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 implemented by 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.
5. Subrecipient 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, Subrecipient'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, Subrecipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.
6. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including invoices, payroll registers, time records, invoices, contracts, and accounting documents concerning matters that are reasonable related to the Program will be provided upon request to the County.
7. The County can reimburse Subrecipient on a monthly basis for all eligible costs of the Program up to the total award. To obtain reimbursement, Subrecipient must submit the request utilizing the County provided Request for Reimbursement and Financial Report (Exhibit "C") form within 30 days after month end. Exhibit "C" must be supported by accounting documentation, including but not limited to detail general ledgers, payroll registers, time records, invoices, and contracts. Expenditures will be reviewed for consistency with the approved Fiscal Recovery Funds budget and budget justification as outlined in Exhibit "A" and the Scope of Services outlined in Exhibit "B." Any expenditures incurred outside the approved Fiscal Recovery Funds budget and budget

justification and/or Scope of Services or that are not supported by appropriate documentation will be denied.

8. Expenditures eligible for reimbursement from the Fiscal Recovery Funds are delineated in Exhibit "A." Subrecipient shall not make any changes in the line-item expenditures in Exhibit "A" without prior written approval of the County.
9. Expenditures submitted for reimbursement by Subrecipient to the County from the Fiscal Recovery Funds will be accounted for in a ledger separate from all other revenue sources.
10. If the County finds that the total amount of the Fiscal Recovery Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to require the Subrecipient return any Fiscal Recovery Funds not expended or used in a manner consistent with Section 601 (d) of the Social Security Act and other criteria outlined by Treasury. The County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 31, 2026, or for the purposes of returning funding to Treasury as outlined in any guidance.
11. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the County any Fiscal Recovery Funds on hand at the time of expiration or revocation and the County will not be obligated to reimburse costs incurred subsequent to the expiration or revocation date.
12. No reimbursement for cash purchases of any kind is allowable.

D. Recordkeeping and Confidentiality Requirements:

1. Pursuant to the Compliance Guidance published by Treasury, the Subrecipient must maintain records and financial documents for five (5) years after all Fiscal Recovery Funds have been expended or returned to Treasury. Subrecipient acknowledges that the Compliance Guidance published by Treasury may change and understands that any changes must be complied with. The County will notify the Subrecipient of any changes to the Compliance Guidance by Treasury.
2. Subrecipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure pursuant to NRS Chapter 603A to ensure against a breach of 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 such procedures. Upon request, Subrecipient shall make available to the County staff such written policies and procedures and will be monitored for compliance.
3. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: 1) first or last name; 2) home or other physical address; 3) contact information (e.g., email address, telephone number); 4) a Social Security number; or 5) any other information, including date of birth, racial or ethnic background, or religious affiliation that may, in any combination with other non-personally identifying information, serve to identify any individual.

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

E. Expiration, Modification, or Revocation of Agreement:

1. This Agreement will commence upon its approval and signature by all parties.
2. The parties hereto will be required to amend or otherwise revise this Agreement 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.
3. Subrecipient may not assign or delegate any of its rights, interests, or duties under this Agreement 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.
4. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Subrecipient violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Program at any time for convenience.
5. Notices for modifications or revocations shall be directed to Shani.Coleman@ClarkCountyNV.gov.

PROJECT DEMOGRAPHIC DISTRIBUTION

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities.

What Impacted and/or Disproportionately Impacted population does this project primarily serve? Please select the population primarily served. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Primary Population (Limit 1)	Additional Population (Limit 2)	Impacted
<input type="checkbox"/>	<input type="checkbox"/>	Low- or-moderate income households or populations ¹
<input type="checkbox"/>	<input type="checkbox"/>	Households that experienced unemployment
<input type="checkbox"/>	<input type="checkbox"/>	Households that experienced increased food or housing insecurity
<input type="checkbox"/>	<input type="checkbox"/>	Households that qualify for certain federal programs ²
<input type="checkbox"/>	<input type="checkbox"/>	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time
<input type="checkbox"/>	<input type="checkbox"/>	Other households or populations that experienced a negative
		Disproportionately Impacted
<input type="checkbox"/>	<input type="checkbox"/>	Low-income households and populations ³
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Households and populations residing in Qualified Census Tracts
<input type="checkbox"/>	<input type="checkbox"/>	Households that qualify for certain federal programs ⁴
<input type="checkbox"/>	<input type="checkbox"/>	Households receiving services provided by Tribal governments
<input type="checkbox"/>	<input type="checkbox"/>	Households residing in the U.S. territories or receiving services from these governments
<p>¹ Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).</p>		
<p>² For Impacted households, these programs are Children’s Health Insurance Program (“CHIP”); Childcare Subsidies through the Child Care and Development Fund (“CCDF”) Program; Medicaid; National Housing Trust Fund (“HTF”), for affordable housing programs only; Home Investment Partnerships Program (“HOME”), for affordable housing programs only.</p>		
<p>³ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.</p>		
<p>⁴ For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families (“TANF”), Supplemental Nutrition Assistance Program (“SNAP”), Free- and Reduced-Price Lunch (“NSLP”) and/or School Breakfast (“SBP”) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (“SSI”), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”), Section 8 Vouchers, Low-Income Home Energy Assistance Program (“LIHEAP”), and Pell Grants.</p>		

PLACE OF PERFORMANCE
STARTUPNV
DEI STARTUP BUSINESS INCUBATOR PROGRAM

Please insert in the space provided below the site(s) for the performance of work done in connection with the Program listed in this Agreement:

Place of Performance (street address, city, state, zip code)

300 S 4th Street Ste 180, Las Vegas NV 89101

APPROVED this _____ day of _____, 2022.

By: _____
JESSICA COLVIN, CHIEF FINANCIAL OFFICER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:
STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
COUNTY COUNSEL

**ACCEPTANCE OF
THE CLARK COUNTY FISCAL RECOVERY FUNDS GRANT AND AGREEMENT
TO COMPLY WITH GRANT CONDITIONS**

I, Jeffrey Saling, as Executive Director of StartUpNV, 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 Agreement to Grant Clark County Fiscal Recovery Funds to StartUpNV for the DEI Startup Business Incubator program, adopted by Clark County, Nevada, on the November 15, 2022 agenda, a copy of which is attached hereto and incorporated herein.

EXECUTED this 13th day of October, 2022.

StartUpNV

By: 
SIGNATURE OF RESPONSIBLE PARTY

EXHIBIT A
CLARK COUNTY FISCAL RECOVERY FUNDS GRANT BUDGET

**STARTUPNV
 DEI STARTUP BUSINESS INCUBATOR PROGRAM**

The following items may be paid with the Clark County Fiscal Recovery Funds, not to exceed \$600,000:

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy and Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

CLARK COUNTY FISCAL RECOVERY FUNDS GRANT BUDGET				
<i>Category</i>	Fiscal Recovery	Other Sources	Total	% of TTL
Direct Administrative Cost				
<i>Personnel</i>				
Salaries and Fringe related to Admin of Project % charged to grant	356,006.00	-	356,006.00	59.3%
Non Personnel				
Professional Services contracted (audit, bookkeeping, etc.)	66,745.00	-	66,745.00	
Rent / Insurance of facility	-	-	-	
Computer related (software, hardware, internet, etc.)	53,653.54	-	53,653.54	
Utilities (Power, Gas, Telephone, Etc)	3,825.00	-	3,825.00	
Maintenance Supplies	-	-	-	
Office Supplies and Postage	-	-	-	
Local Travel	-	-	-	
Staff Development	-	-	-	
Liability Insurance / Fidelity Bond	2,225.00	-	2,225.00	
Indirect Cost Rate or 10% Diminimus Allowable	54,545.46	-	54,545.46	
Total Direct Admin Costs	180,994.00	-	180,994.00	30.2%
Direct Goods and Services (not including personnel)				
Mentor Stipends	34,000.00	-	34,000.00	
Cohort Finale	10,000.00	-	10,000.00	
Weekly Food	8,000.00	-	8,000.00	
Printing Coursework	8,000.00	-	8,000.00	
Books / Library	3,000.00	-	3,000.00	
Total Direct Goods and Services	63,000.00	-	63,000.00	10.5%
Capital Investment				
<i>Furniture Fixtures and Equipment</i>				
	-	-	-	
	-	-	-	
	-	-	-	
	-	-	-	
Total Capital Investments	-	-	-	0.0%
TOTAL PROJECT COST:	600,000.00	-	600,000.00	100.0%

Please refer to the "Clark County" and "Line Item Budget" Tabs in attached budget spreadsheet for deep line item details

EXHIBIT B-1

SCOPE OF SERVICES

STARTUPNV DEI STARTUP BUSINESS INCUBATOR PROGRAM

INSERT PROGRAM OBJECTIVES

(Include a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced and a brief description of how a recipient's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19.)

The proposal has three concurrent aims:

1. General Economic Development
2. Additive Economic Diversification
3. Intentional inclusion of historically underserved populations / communities

The proposed incubator program, "Incubate Vegas," provides educational boot camps along with group and 1:1 mentorship for entrepreneurs interested in creating *scalable startups*¹ that justify and attract private venture capital investment. The program is designed for first time entrepreneurs to evolve "venture worthy" projects from an idea into a business, and then attract pre-seed angel investment. Our program seeks to reduce typical 95%+ failure rates by at least 10%, and improve general community confidence, knowledge about and comfort with entrepreneurship, raising venture capital, building a scalable business, "deal making", and generational wealth creation.

Incubate Vegas will run a total of four 10-week "bootcamps" over two years for up to 25 entrepreneurs per cohort. The program calls for in-person or virtual participation in 75–90-minute live classes once weekly in the early evening, totaling 15 hours of education. The program also calls for 3 to 6 hours of homework between sessions. Subject matter experts, mentors, and co-work facilities will also be available to entrepreneur participants during and after the bootcamp cohorts and classes, providing year-round support for current and graduate participants.

The program will actively recruit in traditionally underserved communities through traditional outreach and engagement with MYS Firm or similar DEI outreach professionals as we have with other programs run at and by StartUpNV. These DEI professionals will ensure that StartUpNV is recruiting in a manner, on platforms, in media, and/or in places that are appropriate, culturally respectful, and attractive for each underserved population to meet the service goals outlined in this proposal. At least 50% of participants must come from the following categories and/or will self-designate in these categories if their business is not yet formed.

- Women-Owned Business Enterprise (WBE), A Nevada business at least 51% owned/controlled by one or more women.
- Minority-Owned Business Enterprise (MBE), A Nevada business at least 51% owned/controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American, or Native American ethnicity

¹ Business with founder(s) capable of creating a minimum *middle-8-figure* business valuation in 5 years.

- Physically Challenged Business Enterprise (PBE), A Nevada business at least 51% owned/controlled by one or more disabled individuals pursuant to the Federal Americans with Disabilities Act.
- Veteran Business Enterprise (VET), A Nevada business at least 51% owned/controlled by a Veteran.
- LGBTQIA+ (LGBT), A Nevada business at least 51% owned/controlled by a person identifying as LGBTQ+

Businesses that apply to Incubate Vegas but are better suited to non-venture capital sources for startup funding will be referred to community partners such as SBDC, SCORE, Women’s Business Center, and other relevant service providers. The proposed program will not overlap with any services of existing community programs.

Use of Funds Eligibility

Eligible Use Category: Public Health & Economic Response. This eligible use category supports a response to a broad range of public health and economic impacts of the pandemic for households, communities, businesses, and the public sector. (Final Rule: pp. 12-171) ARPA Eligibility Area(s): 2.32; Business Incubators and Start-Up or Expansion Assistance 2.33; Enhanced Support to Microbusinesses 2.30; Technical Assistance, Counseling, or Business Planning

This grant addresses small business resilience and creation of more successful small businesses that can grow as a result into larger businesses while diversifying the Clark County area economy. Small businesses were hit disproportionately by the pandemic, especially in Nevada where the change of the number of small businesses was 4th highest in the nation. As of January 2022, Nevada’s small business loss was -17.6% (1). This is after quite a bit of recovery: in October 2021, the number of small business that had shuttered was 29% (2). The proposed program seeks to build Clark County’s startup ecosystem through new sources of capital that invest in startups. It includes education to prepare startup founders to start or grow a business and to prepare for angel investment. The final guidance says funds “may support small business start-ups, microbusinesses, and individuals seeking to start small or microbusinesses.”

EXHIBIT B-2
SCOPE OF SERVICES – PERFORMANCE MEASURES

**STARTUPNV
DEI STARTUP BUSINESS INCUBATOR PROGRAM**

Describe both the output and outcome measures that you have identified for your project to report quarterly. To the extent possible, provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

Number of individuals engaged within Clark County, including:

Totals served within County limits

Founders living within QCTs

Demographic diversity information about Founders

Number of Jobs created in Clark County, QCTs (both, separately reported)

Number of Jobs maintained in Clark County, QCTs (both, separately reported)

New Business Starts in County and QCTs

Number of mentor meetings scheduled

Number of Las Vegas companies funded

Total money invested in the founders that register

Entrepreneur count is tracked by those who initiate registration, complete registration, attend training and complete training. Zip code data will be used to ascertain QCT populations for founders. Attendance is noted at the beginning, middle and end of the program.

Clients served

100 Clark County Entrepreneurs will be served with education over the program period years. The entrepreneurs enter a bootcamp that runs 10 weeks and covers Storytelling, Legal Strategies for New Businesses, Business Models, Market Research, Customer Discovery, Go-To-Market strategies, crafting a Pitch Deck, Preparing Financials for Due Diligence, Intro to Grants, Intro to Raising Capital and pitch practice. We have funds allocated for recruitment of diverse founders from within Clark County.

Outputs

- Onboard 100 companies or entrepreneurs over two years in both rural and urban communities to the bootcamp to support startups in becoming scalable within any industry
- Fortnightly Office Hours sessions
- Mentor matches with 15 companies
- 4 Demo Days
- 12 pitch practices sessions

Outcomes

- 11 New Business Starts, 50% by underserved founders
- 12 referrals per cohort to SBDC or other resources for business plan help
- Within 3 years, 40 new jobs created
- 5 companies per cohort will apply to pitch to StartUpNV
- Over time, 2-3 companies will receive outside investment, either through FundNV or SBIR grants.

EXHIBIT D

**Program Outcomes and Performance Measures
Quarterly Report**

Quarter/Year: _____

Agency: _____

SAM.GOV #: _____

Agency Address: _____

Project Name: _____

Identification Number: _____
(Provided by Clark County)

Project Expenditure Category (E.C.): 2.30 Technical Assistance, Counseling, or Business Planning
(Please enter the E.C. number provided by Clark County.)

Status of Completion: _____
(Not Started, Completed Less than 50%, Completed 50% or More, or Completed)

Primary Location of Project: _____

Required Reporting of Performance Indicators:

The following are required performance indicators per the United States Department of Treasury (Treasury) if they are applicable to your project. To the extent possible, provide data disaggregated by race, ethnicity, gender, income, and other relevant factors. If necessary to provide the data disaggregated, please attach an additional sheet of paper.

If necessary to allow Clark County and Treasury to interpret the results and understand any changes in performance indicators over time, you may attach a brief narrative.

Required Performance Indicators per Treasury		Quarter:	Calendar Year-To-Date	Program To-Date
Education Assistance (E.C. 3.1-3.5)	Number of Students Participating in Evidence-Based Tutoring Programs			
Healthy Childhood Environments (E.C. 3.6-3.9)	Number of Children Served by Childcare and Early Learning			

Required Performance Indicators per Treasury		Quarter:	Calendar Year-To-Date	Program To-Date
	Number of Families Served by Home Visiting			
Household Assistance (E.C. 2.2 & 2.5) and Housing Support (E.C. 3.10-3.12)	Number of Affordable Housing Units Preserved			
	Number of Affordable Housing Units Developed			
	Number of people or households receiving eviction prevention services			
Negative Economic Impacts (E.C. 2)	Number of workers enrolled in sectoral job training programs			
	Number of workers completing sectoral job training programs			
	Number of people participating in summer youth employment programs			

Additional Performance Indicators

Please complete the table below to detail both the output and outcome measures that you have identified for your project. To the extent possible, provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

Performance Indicator	Quarter Ending:	Calendar Year-To-Date	Program To-Date

Projective Narrative

1. In 50-250 words, provide a description of the project in sufficient detail to provide understanding of the major activities that occurred over the past quarter. Please detail the upcoming major activities.

2. Promoting Equitable Outcomes: Your organization is required to report and describe efforts to date and intended outcomes to promote equity.² Each update should include qualitative and quantitative data.
 - a. Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Describe any strategies used to prioritize economic and racial equity.
 - b. Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
 - c. How equal and practical is the ability for residents or businesses to become aware of the services funded by the Local Fiscal Recovery Funds?
 - d. Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
 - e. Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, or other equity dimensions where relevant for the policy objective?
 - f. Describe any constraints or challenges that impacted project success in terms of increasing equity.
3. Evidence-Based Interventions: Identify whether funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Recipients must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories, as identified in the interim final rule. Please note that these expenditure categories reflect the interim final rule and will be updated prior to July 31, 2022 to align with the final rule.
4. What challenges has your organization encountered? How are you addressing them?
5. Provide an overview of the outreach that was done in the community to provide an awareness about the services being provided.
6. Describe any collaborations built among and between agencies and persons serving this population.

² Equity is defined in the [Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government](#), as issued on January 20, 2021.

7. If your organization has received other funds to assist with the implementation of programs and services, please describe how these funds are being used. In your response, please detail how the use of all funds will assist with the overall approach for the pandemic recovery.