

AMENDMENT NO. 2
CBE NO. 606381-22
TECHNICAL & ECONOMIC ASSISTANCE PROGRAM ADMINISTRATION

THIS AMENDMENT is made and entered into this ____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC., DBA NATIONAL DEVELOPMENT COUNCIL (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606381-22, entitled "Technical & Economic Assistance Program Administration" dated December 9, 2022 (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. Add District D Program attached herein after the last paragraph in Exhibit A Scope of Work:

This Amendment No. 2 represents an increase of \$110,000.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

PROVIDER:
NATIONAL COUNCIL FOR
COMMUNITY DEVELOPMENT,
INC., DBA NATIONAL
DEVELOPMENT COUNCIL

By: _____
JESSICA COLVIN
Chief Financial Officer

By:  _____
DANIEL MARSH III
President & CEO

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Jason Patchett
Jason Patchett (Jul 20, 2023 15:44 PDT)
JASON PATCHETT
Deputy District Attorney

District D Program

The Clark County District D Program will combine grant funding and technical assistance to assist in the immediate recovery and long-term resiliency of Clark County's small businesses. COUNTY will make targeted investment (grants up of \$33,000) in small businesses that show long-term viability despite being negatively impacted by the COVID-19 pandemic. Investments will include technical assistance and grant funding that is provided in phases and contingent on meeting benchmarks developed with the support of technical assistance providers.

The Scope of Services is outlined in the chart below. PROVIDER will process applications, make recommendations for approval, and fund participants consistent with Program Policies and Procedures. COUNTY is responsible for final approval and will be the signatory on all grant agreements. COUNTY and PROVIDER, by mutual agreement, may revise this Scope of Services from time to time.

Service Type	Major Deliverables	Timelines
<p>Pre-Launch Services</p>	<ol style="list-style-type: none"> 1. Deploy a website portal that allows for online application, status reports, and communication between applicants and relevant parties (Clark County, PROVIDER, and TA providers). 2. Provide a dedicated email address for grant applicants' use. 3. Provide all necessary training County staff and TA providers. 4. Execute sub-contracts with Lead TA Providers and Subject Matter Experts. 5. Develop and review program policies and procedures in collaboration with County staff. 	<p>September</p> <ol style="list-style-type: none"> 1. Refine program Policies & Procedures 2. Create custom grant portal with application and program processes in Survey Apply 3. Develop document checklists, other forms 4. Execute contracts with Lead TA Providers and Subject Matter Experts 5. Develop TA provider intake process (templates, etc.) 6. Test and refine Survey Apply review process and policies and procedures 7. Provide training to County staff and TA providers. <p>Late September/Early October</p> <ol style="list-style-type: none"> 8. Open grant application process <p>October through end of contract</p> <ol style="list-style-type: none"> 9. Review and evaluate applications as they are submitted 10. Provide approval and funding recommendations to Clark County 11. Ongoing coordination with TA providers 12. Wire funds upon completion of milestones 13. Administer program reporting
<p>Program Administration</p>	<ol style="list-style-type: none"> 1. Review Pre-Applications, make determination of program eligibility, and invite eligible applicants to complete Full Application. 2. Review and evaluate Full Application responses and perform due diligence. 3. Provide approval and funding recommendations to Clark County. 4. Collect wire information and wire funds to program participants upon approval from Clark County and completion of milestones. 5. Ongoing coordination for TA providers and process TA provider payments 6. Provide regular reports to County staff on program status 	
<p>Post-Funding Services</p>	<ol style="list-style-type: none"> 1. Develop, administer, and manage all compliance reporting processes that may be required both during and upon completion of all grant awards. 	

Budget

Ref	Item	Amount	Assumptions
A	Direct grant awards	\$ 99,000	Three (3) grant awards of \$33,000 each
B	Lead TA provider Administrative Costs	\$4,500	\$1,500 payment to Lead TA for each program Grantee (max of 3)
C	Direct Subject Matter Expert (SME) fee per participant	\$4,500	*Variable cost - Assumes one (1) SME referral per Grantee. SME receives a flat fee of \$1,500 per referral.
D	Contingency SME and/or TA fee	\$2,000	*Variable cost- Assumes one (1) SME referral and/or fee to cover additional work by TA that is outside of Lead TA fee
	Total Estimated Cost	\$110,000	

Payment Schedule

- Direct TA Fees:
 - PROVIDER will invoice COUNTY monthly for Direct TA Fees (B) and SME Fees (C) based on invoices from the providers, who will provide an invoice to PROVIDER that includes number of participants served and a description of services.
- Direct Grants (A): PROVIDER will provide weekly (at most) funding requests to COUNTY for direct grant funds at the time of grant agreement signature by County representative.

Financial Reporting

PROVIDER will provide quarterly reports to COUNTY detailing the funding amounts provided to program participants and fees paid to technical assistance providers. In the event that direct grant funds or direct technical assistance fees that have been advanced to PROVIDER are not incurred, PROVIDER will return the funding to COUNTY at the closing of the program.