

CLARK COUNTY GRANT 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 The Country Strong Project, hereinafter the "Recipient," for Remember Music Festival.

WHEREAS, Recipient, a non-profit organization is assisting in coordinating the Remember Music Festival (the "Event") to be held on October 1, 2022 at the Clark County Amphitheater;

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 not-for-profit to be expended for the selected purpose;

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

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, 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.

NOW, THEREFORE, BE IT RESOLVED that the County provide assistance to Subrecipient for the Event following execution of this Agreement subject to the following conditions and limitations:

A. Terms of Agreement.

1. Subrecipient will provide all services, including personnel and materials, to operate and manage the Event.
2. Subrecipient agrees to donate the net proceeds from the Event to the 1 October Memorial Fund within 90 days of the Event.
3. Upon prior written approval by the County, the County agrees to contract for goods and services related to the Event on behalf of the Subrecipient in an amount not to exceed \$70,000.
4. Within 90 days after the Event, Subrecipient will reimburse the County for any goods and services related to the Event contracted by the County on behalf of the Subrecipient, except the County agrees to waive Clark County's rental fee for the rental of the Clark County

Amphitheater, rental of the Pyramid Room, and County personnel costs incurred the day of the Event.

5. Within 90 days after the Event, Subrecipient will provide the County with a report detailing the costs of the Event and the net proceeds to be donated to the 1 October Memorial Fund.
6. Subject to budget appropriations, the County agrees to budget up to \$50,000 to the Clark County Arts Fund to support the 1 October Memorial Fund project.

B. General Conditions:

1. Subrecipient will obtain any and all federal, state, and local permits and licenses required to operate the Event 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 City and County ordinances and state and federal statutes, as required.
3. Subrecipient is an independent contractor. 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.
4. 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.
5. Subrecipient will be required to carry insurance as required by the Event venue.
6. 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 Event as the reviewing entity deems to be appropriate in order to determine:
 - a. Whether the objectives of the Event are being achieved;
 - b. Where the Event 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 Event;
 - d. Whether the financial operations of the Event are being conducted properly;

- e. Whether all of the activities of the Event are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement;

Onsite monitoring visits by the County or independent auditors contracted by 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 Event. Such persons may interview Subrecipients of the services of the Event.

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.

7. 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.
8. Subrecipient will not use any 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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 Event.
15. None of the personnel employed in the administration of the Event 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.
16. 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.
17. If Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of funds, and in connection with public services offered through the Event, 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 shall record all costs of the Event 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 Event 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.
2. 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 Event will be provided upon request to the County.
3. No reimbursement for cash purchases of any kind is allowable.

D. Recordkeeping and Confidentiality Requirements:

1. The Subrecipient must maintain records and financial documents for five (5) years after the Event.
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.

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.

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 Event at any time for convenience.

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
CLARK COUNTY GRANT AND AGREEMENT
TO COMPLY WITH GRANT CONDITIONS**

I, _____, as _____

of The Country Strong Project, a non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant in this Agreement for the Remember Music Festival, adopted by Clark County, Nevada, on the September 20, 2022 agenda, a copy of which is attached hereto and incorporated herein.

EXECUTED this _____ day of _____, 2022.

THE COUNTRY STRONG PROJECT

By: _____
SIGNATURE OF RESPONSIBLE PARTY