

**CLARK COUNTY OUTSIDE AGENCY GRANT FUNDS
RESOLUTION**

WHEREAS, Clark County School District, d.b.a. Las Vegas HS Mariachi (the “Recipient”), located at 6500 E Sahara Ave., Las Vegas, NV 89142 proposes the Las Vegas High School Mariachi Program (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 government entity to be expended for the selected purpose;

WHEREAS, Recipient has requested financial assistance from the County to assist with the Program costs associated with the Program administered primarily at 6500 E Sahara Ave., Las Vegas, NV 89142;

WHEREAS, Recipient is a governmental entity;

WHEREAS, the purpose for which the funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit A, “Clark County Outside Agency Grant (OAG) Expenditures,” 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; and

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

I. Scope of Services

- A. The County will provide \$2,500 in Fiscal Year 2022/2023 Outside Agency Grant (OAG) funds (the “Funds”) to Recipient to assist with the operational costs for the Program during the period from July 1, 2022 through June 30, 2023 as outlined in Exhibit A, “Clark County Outside Agency Grant (OAG) Expenditures.”
- B. The County will advance 100% of the Funds upon execution of this Resolution. If the Recipient fails to comply with the provisions set forth herein, the Recipient will be required to repay the advanced Funds to the County and will not be entitled to the remaining Funds under this Resolution.
- C. 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 from the County.

- D. Recipient will provide one (1) report to CCFiscalRecoveryFunds@ClarkCountyNV.gov. The Performance Measurement Report is due no later than 30 calendar days after the Funds have been fully expended but no later than July 31, 2023. These reports will contain, but are not limited to, the information contained in Exhibit C, "Performance Measurement Reports to Clark County," including any narrative report to delineate the benefit realized by the County for the Program support.
- E. Any unappropriated Funds remaining after June 30, 2023, shall be returned to Clark County.
- F. Recipient acknowledges these Funds are not to be used for research and development activities.
- G. Recipient acknowledges if Funds are used for events that signage must be provided indicating Funds are in part due to Clark County support. Language must be: "This event and/or Program was funded (or funded in part) by a grant from County Community Recovery Outside Agency Grant (OAG) Program". Signage, website recognition, social media, and similar material shall be vetted by the Clark County Office of Public Communications.
- H. Recipient acknowledges if an event is being held as a result of County Outside Agency Grant (OAG) Funds, that they will contact their assigned Grants Coordinator to alert them of the event 90 calendar days prior to the event being held.
- I. 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.
- J. 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 or independent auditors contracted by Clark County, or any combination thereof, these written policies and procedures will be monitored for compliance.

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 in accordance with Exhibit B, "Scope of Services," attached hereto. 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 prior 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. 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 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.

- F. Recipient shall protect, defend, indemnify, and hold 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 undertaken pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and hold 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.
- 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 Recipient will notify the County of any legal action which is filed by or against it with respect to the Program
- 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 Resolution.
- 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 Resolution shall be used for any partisan political activity or to support or defeat legislation pending before the U.S. 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 Resolution;
 - 2. If a recipient conducts such activities, the activities must be offered separately, in time or location, from the Program 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 shall record all costs of the Program by budget line item which shall be supported by adequate source documentation, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, 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.

- B. Copies, excerpts, or transcripts of all documents and records, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, and other accounting documents concerning matters that are reasonably related to the Program will be provided upon request.
- C. The County will advance Recipient for all eligible costs of the Program up to the total amount of the Funds. The Recipient shall receive 100% of the Funds in advance with the execution of this Resolution. Upon completion of the Program, the Recipient will submit a final report of Program expenditures utilizing Exhibit D, "Draw Request and Financial Report Form" with supporting accounting documentation for the expenditure of the remaining Funds. Expenditures will be reviewed for consistency with the "Clark County Outside Agency Grant (OAG) Expenditures" as outlined in Exhibit A and the "Scope of Services" as outlined in Exhibit B. Any expenditures incurred outside of the Approved Expenditures and/or Scope of Services or that are not supported by appropriate documentation will be denied. Funds incurred for any expenditure denied or any Funds remaining unexpended on June 30, 2023, are required to be returned to the County. Approved draw requests will be paid in a timely manner and may take up to 30 calendar days to process. Information on how to submit requests for invoices will be provided upon Resolution approval.
- D. 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.
- E. 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.
- F. 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.
- G. 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 June 30, 2023.
- 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. 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 and require Recipient to reimburse the County for any unauthorized expenditures and return any unspent Funds.
- D. 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.

APPROVED this _____ day of _____, 2023.

By: J. Colvin
JESSICA COLVIN, CHIEF FINANCIAL OFFICER

ATTEST:

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: Lisa Rogsdorn
Deputy District Attorney

**ACCEPTANCE OF THE CLARK COUNTY OUTSIDE AGENCY GRANT AND
AGREEMENT TO
COMPLY WITH GRANT CONDITIONS**

I, Stephen Blanco [Las Vegas HS], as Director of Mariachi

of Clark County School District, d.b.a. Las Vegas HS Mariachi, a governmental entity, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant Clark County Outside Agency Grant (OAG) Funds to Clark County School District, d.b.a. Las Vegas HS Mariachi for the Las Vegas High School Mariachi Program.

EXECUTED this 8th day of June, 2023.

Clark County School District, d.b.a. Las Vegas HS Mariachi

By: Stephen Blanco [Las Vegas HS]
Stephen Blanco [Las Vegas HS] (Jun 8, 2023 12:15 PDT)
SIGNATURE OF RESPONSIBLE PARTY

EXHIBIT A
CLARK COUNTY
OUTSIDE AGENCY GRANT (OAG) EXPENDITURES
Clark County School District, d.b.a. Las Vegas HS Mariachi
Las Vegas High School Mariachi Program
Fiscal Year 2022/2023 County Outside Agency Grant Funds

The following items may be paid with the Clark County Funds, not to exceed \$2,500:

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.

Category	Fiscal Recovery Funds	Other Sources	Total
Direct Administrative Cost			
Personnel			
Salaries & Fringe related to Administration of Project % charged to grant	\$ -	\$ -	\$ -
Non-Personnel			
Professional Services contracted (audit, bookkeeping, etc.)	\$ -	\$ -	\$ -
Insurance of facility	\$ -	\$ -	\$ -
Computer related (software, hardware, internet, etc.)	\$ -	\$ -	\$ -
Utilities (Power, Gas, Telephone, Internet, etc.)	\$ -	\$ -	\$ -
Maintenance Supplies	\$ -	\$ -	\$ -
Office Supplies & Postage	\$ -	\$ -	\$ -
Staff Development	\$ -	\$ -	\$ -
Travel and Lodging	\$ 2,500.00	\$ -	\$ 2,500.00
Liability Insurance/Fidelity Bond*	\$ -	\$ -	\$ -
Indirect Cost Rate or 10% De minimus allowable ¹	\$ -	\$ -	\$ -
Total Direct Administrative Cost	\$ 2,500.00	\$ -	\$ 2,500.00
Direct Goods & Services (Do not include personnel cost)			
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total Direct Goods & Services	\$ -	\$ -	\$ -
Capital Investments			
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total Capital Investments	\$ -	\$ -	\$ -
TOTAL PROJECT COST:	\$ 2,500.00	\$ -	\$ 2,500.00

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

¹2 CFR 200 Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

EXHIBIT B
Clark County School District, d.b.a. Las Vegas HS Mariachi
Las Vegas High School Mariachi Program
SCOPE OF SERVICES
PROGRAM YEAR 2022/2023

1. The County will provide \$2,500.00 in Fiscal Year 2022/2023 County Outside Agency Grant (OAG) funds (the “Funds”) to Recipient to assist with the operational costs for the **Las Vegas High School Mariachi Program**.
2. During the Program year ending June 30, 2023, Clark County School District, d.b.a. Las Vegas HS Mariachi will pay for program-related activities.
3. Specifically, the objectives of the Program through June 30, 2023 will be to:
 - a. Pay for program-related activities including travel and lodging to Los Angeles to perform at the Emmy Fox 5 award.
 - b. Travel and lodging will be limited to per diem rates as established by the General Services Administration.
 - c. Meals and Incidental Expenses are not an eligible use of the Funds.

EXHIBIT C
PERFORMANCE MEASUREMENT
REPORT TO CLARK COUNTY
Reflecting Months: Year:

AGENCY:	
PROGRAM:	

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	CLIENTS SERVED SINCE INITIAL DISBURSMENT	TOTAL CLIENTS SERVED TO DATE
	Total # served Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

Projective Narrative:

1. In 50-250 words, provide a description of the Program in sufficient detail to provide understanding of the major activities that occurred over the past months. Please detail the upcoming major activities.
2. Please list the areas where your services are being provided.
3. Provide a brief description of the structure and objectives of THE Program.
4. Provide an update on the timeline related to your Program.
5. What challenges has your organization encountered? How are you addressing them?
6. Provide an overview of the outreach that was done in the community to provide an awareness about the services being provided.

