

2021 AGREEMENT TO USE AMERICAN RESCUE PLAN ACT FUNDS BY CLARK COUNTY

This 2021 AGREEMENT TO USE AMERICAN RESCUE PLAN ACT FUNDS ("Agreement") is made and entered into by and between Clark County ("Clark County") and the State of Nevada, Department of Business and Industry, Nevada Housing Division ("Division"), collectively the ("Parties").

WHEREAS, Subtitle B of Title III of the American Rescue Plan Act ("Act") appropriated \$21,550,000,000 to provide funds to state, local, and Tribal governments to provide emergency rental assistance to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease ("COVID-19"); and

WHEREAS, the State of Nevada will receive funds ("Funds") from the Act; and

WHEREAS, the Governor of the State of Nevada has determined that providing financial assistance to eligible households affected by the State of Public Health Emergency declared by the Governor is necessary to prevent the eviction of households struggling financially and has made funding available to the Division for the purpose of providing financial assistance to eligible households to prevent eviction of tenants; and

WHEREAS, The Division is responsible for administering the Funds in accordance with Section 3201(d) of the Act (the "Program");

WHEREAS, Clark County is a political subdivision of the State of Nevada; and

WHEREAS, the Division desires to assist Clark County by providing Funds to assist with the Program; and

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged subject to rights and responsibilities of the Parties, and the following conditions and limitations:

I. Scope of Services.

A. The Division will provide Clark County Funds not to exceed the total of \$39,000,000 to assist eligible households in Clark County with rent, rental arrears, utilities and home energy costs and any arrears as set forth in Section 3201(d)(1)(A) of the Act. **All Funds must be expended or obligated between December 1, 2021, and September 30, 2025, ("Expenditure Date").** As used in this Agreement, "eligible household" has the meaning ascribed to it in Section 3201(f)(2).

B. Clark County agrees that any Program costs, unless otherwise specified, exceeding the \$39,000,000 provided by the Division pursuant to this Agreement, will be the responsibility of Clark County. No more than ten (10) percent of the Funds provided pursuant to this Agreement may be used for administrative expenses. Any ongoing program costs, such as maintenance and operations,

shall be the sole responsibility of Clark County but in any event not that of the Division.

C. Changes in the Scope of Services as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

II. Division General Conditions

A. The Division shall have no relationship whatsoever with the services provided pursuant to this Agreement, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Clark County shall be an independent contractor only.

B. Clark County agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Clark County further agrees that Clark County will be the sole entity undertaking the eligible activities under this Agreement.

C. Clark County will provide the Division with reports as required by the Division via electronic mail to the designated Division employee at intervals the Division determines are necessary. These records will contain, but are not limited to, the following data set forth by the Division.

Each report under this section shall disaggregate the information relating to households provided under this Paragraph C.

D. Clark County will not use any portion of the allocated Funds for costs not expressly authorized by this Agreement.

E. If Funds are expended on ineligible costs without the prior written approval of the Division, Clark County shall, upon the request of Division, repay to the Division, without interest, the amount of Funds expended on the ineligible cost. If the Division determines that Clark County has expended Funds on an ineligible household or other ineligible costs, Clark County may, within 5 days of notice of the ineligible expenditure, remit any documents to support that the cost was an eligible cost. The Division will review any documents submitted to support the eligibility of the cost and submit a response within 5 days of submission of the documents. The Division's decision is final.

F. Clark County may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the required consent shall be voidable by the Division, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.

G. Additional Clark County considerations:

1. The following are considered debts owed to the Federal Government:
 - a) Any funds paid to Clark County in excess of the amount to which Clark County is finally determined to be authorized to retain under the terms of this award; that are determined by the Treasury Office of Inspector General to have been misused; or that are

not repaid by Clark County as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

b) Any debts determined to be owed the federal government must be paid promptly by Clark County. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c) Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

d) Funds for payment of a debt must not come from other federally sponsored programs.

2. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Clark County should and encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

3. Pursuant to Executive Order 13513, Clark County should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Clark County should establish workplace safety policies to decrease accidents caused by distracted drivers.

4. In accordance with 41 U.S.C. §4712, Clark County may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Clark County shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The list of persons and entities referenced in the paragraph above includes the following:

- a) A member of Congress or a representative of a committee of Congress;
- b) An Inspector General;
- c) The Government Accountability Office;
- d) A Treasury employee responsible for contract or grant oversight or management;
- e) An authorized official of the Department of Justice or other law enforcement agency;
- f) A court or grand jury; or
- g) A management official or other employee of Clark, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

H. Clark County shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits and on-site monitoring of Clark County as the Division deems to be appropriate in order to determine:

1. Whether the objectives of the Program are being achieved;

2. Whether the Program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the periodic reports to the Division contain accurate and reliable information; and
6. Whether the activities of the Program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

I. Visits by the Division shall be announced in advance of those visits and shall occur during normal operating hours. Absent exigent circumstances, Clark County shall be given 48 hours advance written notice of said visits. The representatives of Division may request, and, if such a request is made, shall be granted, access to all of the records of Clark County which relate to this Agreement. The representatives of the Division may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

J. At any time during normal business hours, Clark County's records with respect to this Agreement shall be made available for audit, upon 48 hours advance written notice of the inspection and the documents and records to be examined, by the Division, the Attorney General's Office, contracted independent auditors, the Inspector General of the Department of the Treasury, the Comptroller General of the United States, or any combination thereof.

K. Up to the limitations of law, including, without limitation, NRS Chapter 41, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers and employees. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations.

L. Clark County will not use any Funds or resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify the Division of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties.

N. Any Funds not expended or obligated by September 30, 2025, must be returned to the Division. As used in this Paragraph N, "obligated" means Funds which have been committed for an eligible cost.

O. Clark County agrees that no officer or employee of Clark County 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.

P. Clark County agrees that no officer or employee of Clark County 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.

Q. Clark County agrees that no officer or employee of Clark County may participate as an agent of Clark County in the negotiation or execution of any contract between Clark County and any private business in which he or she has a financial interest.

R. Clark County agrees that no officer or employee of Clark County may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. Clark County shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. Clark County shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the eligible activities or are required by the Internal Revenue Service, Division, or any combination thereof.

U. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

V. Upon the revocation of this Agreement or the expiration of its terms, Clark County shall transfer to the Division the remaining balance of the Funds which have not been obligated at the time of expiration or revocation and any accounts receivable attributable to the use of Funds.

III. Financial Management.

A. Clark County agrees that all costs of any recipient receiving Funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to eligible activities shall be thoroughly identified and readily accessible to the Division upon 48 hours-notice to Clark County.

B. The Division will disburse the total Funds allowed under this Agreement to Clark County upon full execution of the Agreement.

C. Clark County agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents related to this Agreement will be provided upon request to the Division upon 48 hours written notice.

D. Clark County agrees that at any point prior to September 30, 2025, the Division may, at its sole discretion, reallocate any remaining, unexpended and unobligated amount of the \$39,000,000 to another entity for continuation of the Program upon 45 days written notice to Clark County. During

the 45-days, Clark County agrees it will not obligate any further Funds.

IV. Modification or Revocation of Agreement.

A. The Division and Clark County may amend or otherwise revise this Agreement should such modification necessary.

B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise are not forthcoming to the Division, the Division may revoke this Agreement.

C. The Division may suspend or terminate this Agreement if Clark County fails to comply with any of its terms.

D. This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the Parties, or as otherwise set forth in the terms of the Agreement. It is not intended for the benefit of any third parties.

E. Clark County shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act and 2 CFR Part 200, Subpart F, the audit must include funds that were disbursed from the Account and require all subrecipients who must comply with the Single Audit Act to include Funds.

V. Construction.

A. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.

VI. Enforceability.

A. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.

VII. Headings.

A. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

VIII. Pronouns.

A. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.

IX. Counterparts.

A. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.

X. Representations and Warranties.

Each Party represents and warrants to the other Party that,

A. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;

B. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been dully authorized by all methods or corporate action of the Parties; and

C. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

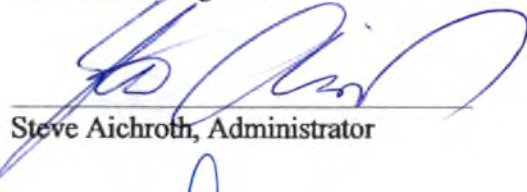
XI. Waiver of Jury Trial.

A. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

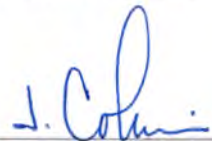
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound.

Nevada Housing Division

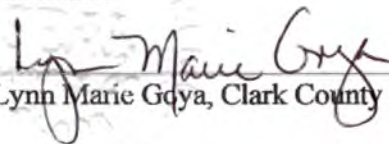

Steve Aichroth, Administrator

Date: 3/8/2022


Clark County

Date: 3/3/22

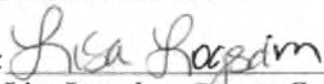
ATTEST:


Lynn Marie Goya, Clark County Clerk

Date: 3-7-2022

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: 
Lisa Logsdon, County Counsel

Date: 2/28/22