

**AGREEMENT BETWEEN  
CLARK COUNTY AND CLARK COUNTY EMERGENCY RESPONSE FUND  
FOR ADMINISTRATIVE SUPPORT**

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026 (the "**Effective Date**"), by and between the County of Clark (the "**County**"), a political subdivision of the State of Nevada, and the Clark County Emergency Response Fund (the "**Nonprofit**"), a Nevada nonprofit corporation (hereinafter collectively referred to as the "**Parties**," and each, a "**Party**").

**RECITALS**

WHEREAS, pursuant to Senate Bill No. 13 of the 2019 Legislative Session of the 80th Nevada State Legislature ("SB 13"), and codified as NRS 244.197, the Board of County Commissioners (the "Board") of Clark County, Nevada ("County") is authorized to form a nonprofit corporation to aid the County in providing emergency assistance or any other governmental service, including, without limitation, social services and financial assistance for food and shelter during an emergency; and

WHEREAS, the Board desires to implement the authority granted under SB 13 and NRS 244.197 to support the County's emergency response and recovery efforts by establishing a nonprofit corporation; and

WHEREAS, on September 20, 2022, the Board of County Commissioners of Clark County PASSED, ADOPTED AND APPROVED a resolution to form the "Clark County Emergency Response Fund" as a nonprofit corporation, organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including the following specific purposes:

a. Aiding Clark County and its residents and visitors following the declaration of an emergency by Clark County by providing emergency assistance or any other governmental services, including, without limitation, social services and financial assistance for food and shelter; and

b. Supporting other organizations, projects, and initiatives that are organized and operated for similar purposes; and

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the County desires to enter into this Agreement to define and formalize the working relationship between the County and the Nonprofit, and to clarify roles, responsibilities,

and procedures related to emergency response and the administration of donations and emergency relief;

NOW, THEREFORE, in consideration of the promises of the mutual covenants herein contained it is agreed as follows:

### **I. Clark County**

1. The County will provide administrative support to the Nonprofit in the following areas, as needed:
  - a. Create and maintain the financial accounts necessary to properly account for the Nonprofit's operating, capital, and grant funds if any.
  - b. Maintain a general ledger by all required fund types and appropriate account types.
  - c. Financial administrative assistance including assisting with purchasing, bid preparation, budget preparation, fund accounting, account receivables, account payable (invoice payments), and grant preparation assistance.
  - d. Information Technology support for computers, network access, and administrative applications.
  - e. Legal assistance for the review of procurement contracts, grant applications, agreements, and site agreements and other review as deemed necessary.
  - f. Prepare and file all local, state and federal tax returns and related documents.
  - g. Prepare and furnish to the Board, statements of accounting and showing the financial position of the Nonprofit and the results of operations.
  - h. Monitor compliance with all requirements imposed on the Nonprofit as a tax-exempt organization described in section 501 (C)(3) of the Code.
  - i. Support and services provided by other County departments as deemed necessary by the County.
  - j. Operational support for activation, staffing, and logistics following a formal emergency declaration by the County.
  - k. Support for donation intake, receipting, and issuance of acknowledgment letters, consistent with IRS guidelines.
2. The County Treasurer will act as the Treasurer for the Nonprofit and will provide the following services including, but not limited to:

- a. Maintain strict and permanent records of all funds received and disbursed on behalf of the Nonprofit.
  - b. Maintain bank account(s).
  - c. Invest in appropriate financial instruments in accordance with NRS 355.170.
  - d. The Nonprofit's cash account(s) will be accounted for independently but incorporated in the Clark County Treasurer's Investment Pool.
3. The Nonprofit's funds will be held in a County-administered special revenue fund or other appropriate account, incorporated within the Clark County Treasurer's Investment Pool, and used exclusively for purposes authorized by the Nonprofit's Board.
4. The County may recover the costs incurred in the provision of support services through its Cost Allocation Plan or other mutually agreed method, subject to any applicable donor restrictions.
5. The Nonprofit Board, composed of the Board of County Commissioners, retains authority over all discretionary decisions related to donations and distributions.

## **II. THE NONPROFIT**

1. The Nonprofit shall support Clark County's emergency response and recovery efforts by receiving, managing, and distributing donated funds in accordance with its charitable purpose, applicable law, and the direction of its Board. All distributions shall be made solely following a formal declaration of emergency by the County and for purposes consistent with the Nonprofit's mission.
2. The Nonprofit shall maintain compliance with all applicable federal and state laws governing nonprofit entities, including maintaining its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
3. The Nonprofit shall coordinate with County departments to ensure transparent and efficient fund management and shall provide documentation or reports on the use of funds and compliance with this Agreement upon the County's request.
4. The Nonprofit shall not enter into contractual agreements or financial obligations that encumber County funds or assets without express written approval by the County.

### III. MISCELLANEOUS PROVISIONS

1. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated, which can be done by either party, for any reason, with written notice of at least sixty (60) days.
2. This agreement is subject to the laws of the State of Nevada. The County and the Nonprofit assure that throughout the term of this Agreement, each will comply with all Nevada state laws and rules, local ordinances, and regulations applicable to the services to be performed.
3. This Agreement is for the benefit of the Nonprofit and the County only. Nothing contained in this Agreement shall inure to the benefit of third parties and the contracting entities assume no liability to any third parties.
4. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written amendment signed by both governing boards.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**CLARK COUNTY, NEVADA**

**CLARK COUNTY EMERGENCY  
RESPONSE FUND**

By: \_\_\_\_\_  
Michael Naft, Chair

By: \_\_\_\_\_  
Michael Naft, Chair

ATTEST:

By: \_\_\_\_\_  
Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:  
Steven Wolfson, District Attorney

By: *Sarah Schaerrer*  
Sarah Schaerrer (Feb 17, 2026 16:41:46 PST)  
Sarah Schaerrer, Deputy District Attorney

Date of Approval by Clark County Board of County Commissioners: \_\_\_\_\_