

**AGREEMENT TO GRANT SUB-AWARD OF EMERGENCY RENTAL ASSISTANCE  
BETWEEN CITY OF HENDERSON AND CLARK COUNTY, NEVADA**

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, hereinafter ("City") and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter ("County").

WHEREAS, section 501 of Division N of the Consolidated Appropriations Act, 2021 established an Emergency Rental Assistance Program to provide assistance to state, local and tribal governments to cover expenditures incurred due to the public health emergency with respect to the COVID-19 pandemic (the "COVID-19 Pandemic");

WHEREAS, the City will receive approximately \$9,734,866.70 from the Consolidated Appropriations Act, 2021 ("CAA") for the Emergency Rental Assistance;

WHEREAS, the County has an existing Emergency Rental Assistance Program ("Program") that was created in response to distribute funds received under the Coronavirus Aid Relief and Economic Security Act to provide emergency rental assistance to individuals impacted by the COVID-19 Pandemic;

WHEREAS, the County is expanding its existing Program to provide emergency rental and utility assistance to eligible households under the CAA; and

WHEREAS, City has determined that to achieve administrative efficiency and to provide the best services to the residents of the City, the City will sub-grant to the County a portion of the funds received under the CAA for emergency rental assistance.

**NOW, THEREFORE**, the City and County agree as follows:

1. The City agrees to transfer to the County an amount not to exceed \$9,584,866.70 for the County to provide emergency rental and utilities assistance to eligible households located in the City, hereinafter "City Funds."
2. The City and the County will provide their respective necessary Sub-Award elements in Exhibit A.
3. The City authorizes the County to use up to \$823,486.67 of the City Funds for administrative expenses as allowed by the CAA for the administration of the Program.
4. The County will use the City Funds as required by Division N Section 501 of the CAA for emergency rental and utility assistance as outlined in Exhibit B, Emergency Rental Assistance and any FAQ issued by the United States Department of Treasury.

5. The City will transfer the City Funds to the County within thirty (30) days upon approval by the City.
6. To the extent actual qualified expenditures are less than the amount allocated to the County and/or if City Funds have not been used to cover necessary expenditures pursuant to this Agreement, the County agrees to return the balance of unencumbered City Funds to the City by October 1, 2021.
7. Any City Funds expended by the County or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the City.
8. The County and its grantee(s) receiving City Funds pursuant to this Agreement shall retain documentation of all uses of the City Funds, including but not limited to documentation of how the payments meet the federal criteria for eligible household. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the City, or designee and the County will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
9. The County will report quarterly on rental and utility assistance provided within the City's jurisdiction and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of Section 501 of Division N of the Emergency Rental Assistance provided by the CAA.
10. The County will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives regarding the distribution of City Funds.
11. It is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.
12. Matters concerning requests or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the City's Contacts and/or the County's Contacts shown in Exhibit A. Any such change made to this Subaward requires the written approval of each party's Authorized Official.
13. Either party may terminate this Subaward with 30 days written notice and any unencumbered City Funds will be returned to the City within 30 days of receipt of the written notice to terminate. Notwithstanding, if the Awarding Agency terminates the Federal Award, the City will terminate in accordance with Awarding Agency requirements. The City notice shall be directed to the Contact as shown in Exhibit A.

The City shall pay County for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.

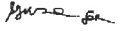
14. The County agrees to provide evidence of financial accountability. The County shall submit to the City a copy of the County's most recent single audit report per 2 CFR Part 200 or a letter stating that it expended less than \$750,000 of Federal funds during that reporting period.
15. This Agreement and its Exhibits A and B constitute the entire understanding of the parties concerning the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Agreement has been executed and approved and is effective and operative when signed by both parties.

ENTERED INTO this 6<sup>th</sup> day of April, 2021.

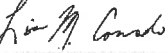
CITY OF HENDERSON  
CLARK COUNTY, NEVADA

DocuSigned by:  
  
3072E6F20680947F...  
RICHARD A. DERRICK  
City Manager/CEO

04/12/2021 | 6:35 AM PDT

Date

ATTEST:

DocuSigned by:  
   
2EC6CF4B9A4749C...  
Lisa M. Corrado, AICP  
Interim City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:  
  
E0132FE9CD8B4AA...  
JIM MCINTOSH  
Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:  
  
C2346385AD6545F...  
MICHAEL TASSI  
Director, Community Development & Services

APPROVED AS TO FORM:

DocuSigned by:  
  
C8274A57AA6A4AD...  
NICHOLAS G. VASKOV  
City Attorney

DS  


CLARK COUNTY

DocuSigned by:  
By:   
3072E6F20680947F...  
Jessica Colvin, Chief Financial Officer

Date: 04/05/2021 | 12:20 PM PDT

APPROVED AS TO FORM:

DocuSigned by:  
By:   
3A78722CB53643D...  
Lisa Logsdon, Deputy District Attorney

04/05/2021 | 12:30 PM PDT  
By: \_\_\_\_\_  
County Attorney

Attached: Exhibits A and B

**EXHIBIT A**  
**REQUIRED SUBAWARD ELEMENTS**

**PTE: City Information**

DUNS: 025-942-165

EIN: 88-6000720

**Authorized Official**

**Name, Title:** Richard Derick, City Manager

Email: richard.derrick@cityofhenderson.com

Phone: 702-267-2070

**Program Contact**

**Name, Title:** Michael Tassi, Community  
Development and Services Director

Email: michael.tassi@cityofhenderson.com

Phone: 702-267-1524

**Federal Award Agency:**

United States Department of Treasury

**Federal Award Number:**

ERA0117

**Federal Award Date:**

January 19, 2021

**Assistance Listing (CFDA) #:**

21.023

**Subaward in support of R&D:**

No

**Subaward subject to FFATA:**

Yes

**Indirect costs eligible?**

No

**Sub-Award: Clark County Information**

DUNS: 08-378-2953

EIN: 88-6000028

**Authorized Official**

**Name, Title:** Jessica Colvin, Chief Financial Officer

Email: jessica.colvin@clackcountynv.gov

Phone: 702-455-3324

**Program Contact**

**Name, Title:** Kevin Schiller, Assistant County Manager

Email: Kevin.Schiller@ClarkCountyNV.gov

Phone: 702-455-3523

**City Subaward # to County:**

#24599

**Award Amount**

Obligated to Subrecipient in this Action

\$9,584,866.70

**Total Amount of Federal Funds**

**Obligated to the subrecipient, including  
this award:**

\$9,584,866.70

**Subaward Period of Performance**

March 13, 2020 – October 1, 2021

**Subaward Budget Period**

March 13, 2020 – October 1, 2021

## **EXHIBIT B EMERGENCY RENTAL ASSISTANCE**

Use of Funds. The funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501" or "ERA Funds"). The County will provide emergency rental assistance to eligible households as defined by Section 501.

Repayment and reallocation of funds. The County agrees to repay excess funds to the City in accordance with Sub-Grant Agreement..

Availability of funds. Pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, the County requests and receives from the City an extension of up to 90 days.

Administrative costs. Administrative expenses of County may be treated as direct costs, but County may not cover indirect costs using the funds provided in this award, and County may not apply its negotiated indirect cost rate to this award. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

Data To Be Collected. The County will collect the following data to comply with the Treasury guidance:

1. Address of rental unit;
2. Name, address, social security number, tax identification number or DUNS number, as applicable for landlord and utility provider;
3. Amount and percentage of monthly rent covered by ERA Funds
4. Amount and percentage of separately-stated utility and home energy costs covered by ERA Funds;
5. Total amount of each type of assistance (i.e. rent, rental arrears, utilities and home energy costs, utilities and home energy arrears) provided to each household;
6. Amount of outstanding rental arrears for each household;
7. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA Funds is provided;
8. Household income and number of individuals in the household;
9. Gender, race, and ethnicity for the primary applicant for ERA Funds; and
10. Number of applications received in order to report the acceptance rate of applications.

Reporting. County agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response

Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 Pub. L. No. 116-260), County acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. County has data privacy and security requirements as required by Section 501(g)(4).

Duplication of Benefits. ERA Funds should not be duplicative of any other federally funded rental assistance provided to such households.

Maintenance of and Access to Records. County will maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds. Expenditures and records related to the Emergency Rental Assistance funds are subject to audit by the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives. Records shall be maintained by the County for a period of five (5) years after all funds have been expended or returned to Treasury.

Compliance with Applicable Law and Regulations. County agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders. The following federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F — Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

The following statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

False Statements. Recipient understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Disclaimer.

a. The City expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient 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.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 PR 19217 (April 8, 1997), County should and should 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.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, County will encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and County has established workplace safety policies to decrease accidents caused by distracted drivers.