

Coronavirus Relief Fund – Supreme Court of Nevada Allocation Notice

Principal Clark, County of/8th Judicial Administrative Contact	Principal Supreme Court of Nevada Administrative Contact
<u>Organization</u> Organization Name: Clark, County of/8th Judicial Treasury Project ID: AOC-C19Mitigation Vendor #: T81026920AH <i>(State of Nevada Vendor Number associated with the bank account you wish funds to transfer to)</i> DUNS #: 088247465 EIN #: 88-6000028 Address: District Court Admin – 2nd Floor 200 Lewis Ave. Las Vegas, NV 89155 <u>Administrative Contact</u> Name: Andres Moses Title: Assistant Court Administrator Department: Court Administration Phone Number: 702-671-3312 Email: MosesA@clarkcountycourts.us	Name: AOC Accounting Unit Address: 201 S. Carson St., Ste. 250 Carson City, NV, 89701 Telephone: 775-684-1716 Email: grants@nvcourts.nv.gov Fed. Awarding Agency: US Dept. of Treasury FAIN: The US Department of Treasury did not provide a notice of award to the State of Nevada, thus a Federal Award Identification Number (FAIN) is unknown Federal Allocation Date: 4/22/20 & 4/24/20 Total Federal Allocation to State of Nevada: \$836,051,100 CFDA #: 21.019 - Coronavirus Relief Fund (CRF) Period of Performance: 03/01/2020 - 12/31/2021
Coronavirus Relief Fund Sub-Award	
Project Title: Court Microfilm Record Archive Completion	Funding Organization: State of Nevada
Funding Opportunity #: AOCT81026920AH-2 <i>(to be completed by GFO)</i>	CFDA #: 21.019 Project Period Start/End: March 1, 2020 – Dec. 31, 2021
Purpose of CRF Eligibility (Project Description): <i>Conversion of archived records on microfilm into digital format to reduce the need for members of the public to enter the courthouse to fulfill records requests, and allow for increased remote work for staff who fulfill records requests.</i>	Amount of CRF Obligated for Project: \$399,970 Amount of CRF Committed for Project (Front-Funded): \$0
Expenditure Plan Required? No Allocation for Research/Development? No	Total Amount of CRF Obligated to Clark, County of/8th Judicial YTD (Including this Obligation): \$489,537
Treasury Guidance/FAQ for Allowance: Reimbursements are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)	Indirect Cost Rate: Recipients may <u>not</u> apply their indirect costs rates to payments received from the Fund. per “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated September 2, 2020”
CRF Allocation Approval Date: November 18, 2021	Payment Information: BA 1494 Cat 24 GL 8500 Job Number: 2101920C

Coronavirus Relief Fund – Nevada Supreme Court Allocation Agreement

The Nevada Supreme Court, Administrative Office of the Courts (AOC) has approved a Coronavirus Relief Fund (CRF) allocation to CLARK, COUNTY OF/8TH JUDICIAL based on its submission of a “Coronavirus Relief Fund Request for Allocation” (*Request*), and pursuant to the “Coronavirus Relief Fund – State of Nevada Allocation Notice” (*Allocation Notice*), “Coronavirus Relief Fund – State of Nevada Allocation Agreement” (*Agreement*) and the “Coronavirus Relief Fund Terms and Conditions for Allocations” (*Terms & Conditions*). CRF has been defined by the U.S. Department of Treasury as “not considered to be grants but are ‘other federal assistance’” under 2 C.F.R. § 200.40.

1. CLARK, COUNTY OF/8TH JUDICIAL is requesting payment from the allocation of funds to the State of Nevada from the federal Coronavirus Relief Fund, pursuant to section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and understands all payments are contingent upon the submission of:
 - a. organizational information for the *Allocation Notice*
 - b. signed *Agreement*
 - c. signed *Terms & Conditions* acknowledgement form
 - d. completed *Risk Assessment Questionnaire*.

All items should be received by no later than (5) business days from the receipt of the *Allocation Notice*.

2. The State of Nevada will rely on this *Agreement* as a material representation in making payment to CLARK, COUNTY OF/8TH JUDICIAL.
3. CLARK, COUNTY OF/8TH JUDICIAL is receiving payment of the Coronavirus Relief Fund based on the prior approval of the Governor’s Finance Office and as required, the authorization of the Interim Finance Committee (IFC) for the amount of \$399,970, which is to be used only in a manner consistent with the *Allocation Notice* and *Agreement* and as proposed in the *Request*.
4. Although funds have been obligated for the aforementioned amount, actual CRF payments/transfers will be issued as reimbursements for eligible expenditures starting in September 2021. CLARK, COUNTY OF/8TH JUDICIAL understands and agrees reimbursements will only be for eligible costs incurred (goods and services delivered) during the timeframe of July 1, 2021 through December 31, 2021 and that invoices for actual costs will be required for payment. Invoices must be received at the AOC no later than the 15th of the month following the close of the billing month. AOC will initiate payments for submitted invoices no later than the 25th of the month following the close of the billing month.
5. Proposed uses of the funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover those costs that -
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Division of Public and Behavioral Health; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
6. Funds provided as a payment from the State of Nevada pursuant to this *Agreement* will adhere to the *Terms & Conditions* and official federal guidance issued or to be issued, on what constitutes a necessary expenditure (current guidance on the U.S. Department of Treasury website: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>). Any funds expended by CLARK, COUNTY OF/8TH JUDICIAL or its grantee(s) that fail to comply in any manner with official federal guidance shall be booked as a debt owed to the State of Nevada and subsequently collected and returned to the Federal Government. Amounts recovered shall be returned to the State of Nevada through deposit into the State’s General Fund. CLARK, COUNTY OF/8TH

JUDICIAL further agrees that any determination by the Federal Government that it or its grantee(s) failed to comply with federal guidance shall be a final determination binding on itself and its grantee(s).

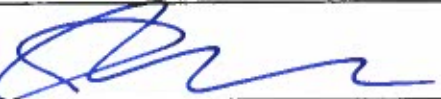
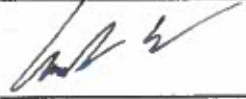
7. CLARK, COUNTY OF/8TH JUDICIAL may be required to augment information provided in the *Request* document with a high-level plan to GFO summarizing the process and criteria it is using for expending funds within its organization and/or awarding to any grantee(s) for review of compliance with Treasury Guidance. GFO will provide guidance on specific plan requirements and deadlines, if required.
8. CLARK, COUNTY OF/8TH JUDICIAL and its grantee(s) receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. All records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Nevada Supreme Court, AOC and the State of Nevada, or designee and CLARK, COUNTY OF/8TH JUDICIAL agrees that it 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 CLARK, COUNTY OF/8TH JUDICIAL will report monthly on incurred expenses in a form prescribed by the GFO and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Additionally, documentation will be produced to the Nevada Supreme Court, AOC and the State of Nevada by January 11, 2022 showing all CRF expenses and a reconciliation of the funding received.
10. CLARK, COUNTY OF/8TH JUDICIAL understands that payment from the CRF is considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. (2 C.F.R. Part 200) § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.
11. CLARK, COUNTY OF/8TH JUDICIAL understands that any funds provided pursuant to this certification cannot be used as a revenue replacement for lower-than-expected tax or other revenue collections and will notify each grant applicant of this obligation. Funds must be spent in accordance with approved budgets as documented in the *Request*. Failure to do so will result in CLARK, COUNTY OF/8TH JUDICIAL reimbursing the State of Nevada for any and all misspent dollars in addition to other remedies as provided by law.
12. CLARK, COUNTY OF/8TH JUDICIAL understands that funds received pursuant to this certification cannot be used for expenditures for which a local government entity, political subdivision or its grantee(s) has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense and will notify each grant applicant of this obligation.
13. CLARK, COUNTY OF/8TH JUDICIAL acknowledges that it has an affirmative obligation to identify and report any duplication of benefits and understands that the Nevada Supreme Court, AOC and the State of Nevada has an obligation and the authority to de-obligate or offset any duplicated benefits. CLARK, COUNTY OF/8TH JUDICIAL agrees not to perform any deceptive practices about the spending of CRF and understands that misuse or fraudulent use of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under this award, and civil and/or criminal penalties.
14. CLARK, COUNTY OF/8TH JUDICIAL agrees to comply with any additional requirements and special conditions resulting from the risk assessment and understands payments are contingent upon obtaining and maintaining a current Nevada vendor registration, maintaining a DUNS number or Unique Entity Identified (UEI) free of suspension or debarment, and maintaining a good standing status with the State of Nevada.
15. CLARK, COUNTY OF/8TH JUDICIAL understands that the Nevada Supreme Court, AOC and the State of Nevada may amend this *Agreement* at any time provided that such amendments make specific reference to the

Agreement, and are executed in writing, and signed by a duly authorized representative of CLARK, COUNTY OF/8TH JUDICIAL and the Nevada Supreme Court, AOC and the State of Nevada. Such amendments shall not invalidate the *Agreement*, nor relieve or release either party from any obligations under the *Agreement*. CLARK, COUNTY OF/8TH JUDICIAL agrees the amendment will be used whenever there are changes to the originally approved terms and conditions resulting from but not limited to issues resulting from the risk assessment and compliance or from additional Department of Treasury or federal compliance requirements or guidance.

16. The Nevada Supreme Court, AOC and the State of Nevada may also suspend or terminate the *Agreement*, in whole or in part, if the organization materially fails to comply with any term of the *Agreement*, or with any of the rules, regulations or provisions referred to herein; and the State of Nevada may declare the organization ineligible for any further CRF allocations. In the event the Nevada Supreme Court, AOC and the State of Nevada terminates the *Agreement*, CLARK, COUNTY OF/8TH JUDICIAL agrees to promptly refund to the State any and all remaining unspent funding.
17. CLARK, COUNTY OF/8TH JUDICIAL shall hold harmless, defend and indemnify the Nevada Supreme Court, AOC and the State of Nevada from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the organization's performance or nonperformance of the services or subject matter indicated in the *Agreement*.
18. CLARK, COUNTY OF/8TH JUDICIAL understands that the following administrative provisions apply to this award:
 - a. **PRINCIPAL CONTACTS:** Individuals listed in the "Administrative Contact" section of the *Allocation Notice* are authorized to act in their respective areas for matters related to the transfer and administration of this fund payment.

Certification

In accordance with any applicable state and federal laws, statutes, rules, regulations, court orders, policies, and standards, the undersigned organizations will abide by this *Agreement*.

Nevada Supreme Court, AOC	CLARK, COUNTY OF/8TH JUDICIAL
Signature > 	Signature > 
John McCormick	Andres Moses
Assistant Court Administrator	Assistant Court Administrator
Coronavirus Relief Fund	Eighth Judicial District Court
Date: 11/22/21	Date: November 22, 2021