AGREEMENT TO GRANT SUB-AWARD OF EMERGENCY RENTAL ASSISTANCE BETWEEN CLARK COUNTY, NEVADA AND NORTH LAS VEGAS

THIS SUB-AWARD AGREEMENT ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF NORTH LAS VEGAS, a municipal corporation 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 \$7,660,891.00 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 Parties agree as follows:

- The City agrees to transfer to the County an amount not to exceed \$4,000,000.00 for the County to
 provide emergency rental and utilities assistance to eligible households located in the City, hereinafter
 "City Funds."
- 2. The City will provide the necessary Sub-Award elements in Exhibit A.
- 3. The City authorizes the County to use up to \$320,000.00 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.

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

ENTERED INTO this	day of		
CLARK COUNTY		CITY OF NORTH LAS VEGAS	
By: Chief Financial (Deficer	Ву:	
Date: 3/30/2		Date:	
APPROVED AS TO FORM:		_	
By: Man Months By By: Man	ney	By:City Attorney	

EXHIBIT A REQUIRED SUBAWARD ELEMENTS

PTE: City Information

DUNS: EIN:

Authorized Official

Name, Title: Ryann Juden, City Manager Email: citymanager@cityofnorthlasvegas.com

Phone: 702-633-1005

Program Contact:

Name, Title: Rich Easter, Sr. Grant Coordinator

Email: easterr@cityofnorthlasvegas.com

Phone: 702-633-1083

Federal Award Agency:

United States Department of Treasury

Federal Award Number: N/A

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: 083782953 EIN: 88-6000028

Authorized Official

Name, Title: Yolanda King, County Manager Email: Yolanda.King@clarkcountyny.gov

Phone: 702.455.3530

Program Contact:

Name, Title: Randy Reinoso, Assistant Director,

Social Service

Email: rkr@clarkcountynv.gov

Phone: 702.455.5709

Pass-thru entity Subaward #:

USDT-ERAP2021

Award Amount

Obligated to Subrecipient in this Action

\$4,000.000.00

Total Amount of Federal Funds

Obligated to the subrecipient, including

this award:

\$4,000,000.00

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
- 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:

- 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 CF.R. Part 19.
- 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.
- 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, ag 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.

Appendix D: FFATA Reporting Form FFATA/FSRS Data Report

Due to the implementation of the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), CNLV must enter the information for each subaward into the SUB-AWARD REPORTING SYSTEM (FSRS). This information is required by the Office of Management and Budget (OMB) and must be submitted by CNLV within 30 days of making the subaward, so is being collected at the time of each grant application.

Unless otherwise indicated, all fields must be completed in order to be an eligible subgrant recipient.

Information Field	Field Description	Response
Agency or Jurisdiction	DUNS number assigned to your	
DUNS#	jurisdiction or specifically to	
	your agency	
Parent Organization DUNS	If the Jurisdiction has a DUNS	
number, if applicable	number and the Agency has one	
manioes, if application	as well, insert the Jurisdiction's	
	DUNS here.	
Name of Entity Receiving	Jurisdiction or Agency Name to	
Award	which the DUNS number is	
	assigned	
Location of Entity Receiving	Full Street Address of the	
Award	Recipient Agency	
Primary Location of	Include City, State and	
Performance of the Award	Congressional District	
	elow MAY be Required - See Dete	rmining "and" statements
Names and Total	If <u>all</u> of the Conditions Below	
Compensation of the Five (5)	are true then the names and	
most highly compensated	compensation information is	
officers	required - otherwise mark Box 1	
	as "Not Required"	Information if Required
	cal year received 80% or more of	1.
its annual gross revenues in fe		
The entity received \$25,000,00		2.
revenues from Federal awards		
The public does not have acce		3.
periodic reports filed with the	IRS or SEC	4.
		5.

Signature:			Date:		
	Agency's Authorized Representative (usually the Grant	Administrator na	ned in th	e application and	the grant
	contract)				

By signing above, I certify that the information contained in this FFATA data report is complete and accurate to the best of my knowledge.

City of North Las Vegas Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire must be completed <u>prior to</u> entering into a subaward agreement. The CNLV may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. Subrecipient Contact Information	
Full Legal Organization/Business Name:	
Address:	
Telephone number:	
Fax number:	
Name of person completing this form:	
E-mail address:	
Website:	
Incorporated in: Incorporated Date	hs Ph
Number of employees:	
DUNS number:	
EIN (Employee ID Number):	
Fiscal Year (Month/Year):	
2. Subrecipient Type of Organization (sele	ct one):
Government Nonprofit corporation	Other Individual corporation
3. Subrecipient Organization Classification	n (select all that apply):
Large Business	Small Business
☐ Historically Black College/University	Small Disadvantaged Business
Historically Underutilized Business Zone	☐ Woman-Owned Business
Minority Institution/Owned	☐ Trībal
☐ Veteran Owned ☐ Other:	
4. Subrecipient Personnel Contact Information	

Project Director for Subaward

Name:

Title:
Telephone Number:
E-mail Address:
Finnacial Contact for Subaward
Name:
Title:
Telephone Number:
E-mail Address:
5. Subrecipient Indirect Costs
Fiscal Year (Month/Year):
Negotiated Federal Indirect Cost Rate? Yes No 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)
Name of Designated Federal Cognizant Agency (if applicable):
6. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal
years? If yes, provide a list of all such awards or subawards.
☐ Yes ☐ No
7. Was Subrecipient required to comply with the Single Audit requirements of the
Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part
200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).
☐ Yes ☐ No
Auditor Contact Name and Title:
8. Have Subrecipient's annual financial statements been audited by an independent
audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.
☐ Yes ☐ No
9. If the answers to Questions 8 or 9 is yes, were there any findings or questioned
costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those
covered by this proposed subaward agreement.
☐ Yes ☐ No
Explanation (if applicable):

 Does Subrecipient have a financial m can identify the source and application 	anagement system that provides records that on of funds for award-supported activities?
Yes	□No
accountability for all funds, property to: (1) comparison of expenditures wi	provide for the effective control over and, and other assets (including but not limited the budget amounts for each award; and (2) he budget cost categories shown in the
Yes	□No
subject to an audit, examination, or n governmental agency (e.g., Inspector etc.)? If yes, please explain any audit or	any aspect of Subrecipient's activities been nonitoring within the last two (2) years by a General, state or local government auditors, monitoring findings or deficiencies with fuct programs similar to those covered by the
Yes	□No
13. Are all dishursements properly docum	nented with evidence of receipt of goods or
performance of services?	nemed with evidence of receipt of goods or
Yes	□No
14. Are all bank accounts reconciled at le	ast monthly?
Yes	No
15. Does Subrecipient's accounting system obligations in excess of: ,	n include budgetary controls to preclude
the total funds available for a grant?	☐ Yes ☐ No

the total funds available for a budget cost category (e.g., Personnel, Travel)?	Yes	□ No
16. Does Subrecipient have a cash forecast elapsed between the drawing down of	ing process which	h will minimize the time bursement of those funds
Yes	□ No	
17. Does Subrecipient have a system in pla sharing goals, if applicable?	ce to determine t	hat it has met its cost
Yes	□ No	
18. In the last 12 months, has Subrecipient (e.g., Executive Director/CEO, Finance who would be working on this propose	Director/CFO) a	ınd/or program personne
Yes	☐ No	
Explanation (if applicable):		
Explanation (if applicable): 19. In the last 12 months, has Subrecipient changed systems related to its federal g	rant managemen	
19. In the last 12 months, has Subrecipient changed systems related to its federal g		
19. In the last 12 months, has Subrecipient changed systems related to its federal g	rant managemen	
19. In the last 12 months, has Subrecipient changed systems related to its federal g	rant managemen	
19. In the last 12 months, has Subrecipient changed systems related to its federal g	rant managemen	t? If yes, please explain.
19. In the last 12 months, has Subrecipient changed systems related to its federal g Yes Explanation (if applicable):	rant managemen	t? If yes, please explain.
19. In the last 12 months, has Subrecipient changed systems related to its federal g Yes Explanation (if applicable): 20. Does Subrecipient have policies that ad	Tant managemen	nt? If yes, please explain.

Сол	flicts of Interest	Yes	☐ No
Purc	hasing/Procurement	Yes	□No
Capi	talization/depreciation	Yes	☐ No
21. Dese	cribe the method Subrecipient uses	to support labor and l	enefit charges.
Explanation	:		
	s Subrecipient have an effective sys pment expenditures?	tem of authorizing and	d approval capital
Yes		□ No	
	Subrecipient keep detailed record		
	edically reconcile such records with	the general ledger ac	counts?
Yes		No	
	Subrecipient have effective proced is sposal of property and equipment		and accounting for
Yes		□ No	
	Subrecipient periodically check it it inventory?	s detailed property rec	cords against
Yes		□ No	
26. Atta	chments: Please attach the followin	ng or check N/A if not	applicable.
	Document	Attached	N/A
a.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))		
b.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a		

	Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	
c.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	
d.	Indirect cost rate agreement	
e.	List of all subawards to Subrecipient from CNLV during the last two (2) years	
Signature: Printed Name	responses and all corresponding in	
Title:	5.	
Date:		
Date.		
CNLV USE	ONT S7	
Risk Level:	ONLX	
	d Conditions:	
110tes Specia	a Conditions.	



Clark County, Nevada Wire and ACH Payment Instruction

Wire Transfer

Bank Name and Address	Bank of America 300 S 4th Street Las Vegas, NV 89101-6014
Contact	Jeff Moore, Director, Sr Client Manage Public Sector Banking West (702) 824-9090
Depository Account Title	Department Account Title Here
ABA Number	026009593
Account Number	Department Account Number
Beneficiary Information	Invoice Number/Payment Reference

ACH

Bank Name and Address	Bank of America 300 S 4th Street Las Vegas, NV 89101-6014
Contact	Jeff Moore, Director, Sr Client Manage Public Sector Banking West (702) 824-9090
Depository Account Title	Department Account Title Here
ABA Number	122400724
Account Number	Department Account Number
Type of Account	Checking
ACH Format CCD This format provides one Addenda Record of 80 characters which should be utilized to include at minimum the following data: Paying Company Name, Invoice Number, Payment Reference	Example: XYZ Company/Dept ABC Inv ###