CLARK·COUNTY
ECONOMIC DEVELOPMENT

Office of Community & Economic Development
Clark County Government Center
500 S. Grand Central Pkwy, 6th Floor
Las Vegas, NV 89155
(702) 455-0000
BusinessInClarkCounty.com

RESOLUTION TO AWARD FISCAL YEAR 2027 CLARK COUNTY ECONOMIC DEVELOPMENT GRANT FUNDS FOR COMMISSION DISTRICT D TO DIPHRENT INC.

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may grant money to a nonprofit organization created for religious, charitable or educational purposes, for any purpose which will provide a substantial benefit to the inhabitants of Clark County (the "County);

WHEREAS, the Diphrent Inc., ("Recipient"), is a nonprofit organization formed under the laws of the State of Nevada for religious, charitable, and/or educational purposes;

WHEREAS, Recipient's charitable purposes are to coordinate and administer a twelve-week Film Production and Career Development cohort serving young adults aged 17-24 in Clark County. Participants will operate within a professional production environment and collaborate to produce two original short films;

WHEREAS, Recipient desires to provide workforce development, career readiness training, industry mentorship, and practical production experience to prepare cohort participants for employment opportunities within film, digital media, and creative industries;

WHEREAS, County desires to support Recipient's charitable purposes by awarding grant funds for direct program management and administration, curriculum development, instruction, mentorship, guest speakers, production costs, creative leadership, equipment, community premiere activities, festival submissions, talent, facility rental, materials, marketing, promotional items, location, transportation, meals, and insurance;

WHEREAS, the grant funds will provide substantial benefit to the inhabitants of the County by expanding workforce opportunities, developing creative talent, and increasing access to career pathways within Clark County growing media economy;

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below; and

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained and subject to the following conditions and limitations, it is agreed as follows:

I. Scope of Services

Recipient agrees to perform the services as detailed in Exhibit A, "Scope of Services," ("Services") attached hereto and incorporated herein by this reference, as requested by the County, and to provide such services as it deems necessary to accomplish the purpose of the services in a timely manner. Any changes to the Scope of Services must receive prior written approval from the County.

In exchange for the performance of the Services, the County will provide Recipient with Fiscal Year 2027 Clark County Economic Development Grant Funds ("Grant Funds") in one (1) lump sum payment in the amount of Eighty Thousand Dollars ($80,000.00) for the twelve-week Film Production and Career Development cohort. The "Grant Funds" are conditioned upon the Recipient's successful performance of the Services as outlined herein.

The Grant Funds constitutes compensation in whole to Recipient for all costs, overhead, and profit for development and administration the Services. Recipient is solely responsible for payment of all taxes and other benefits of the employees of Recipient and payment of the Grant Funds shall not be interpreted as creating a relationship of servant, employee, partnership, or agency between County and Recipient.

II. General Conditions:

A. Recipient will obtain any and all state, and local permits and licenses required to operate a twelve-week Film Production and Career Development cohort serving young adults aged 17-24 in Clark County. Participants will operate within a professional production environment and collaborate to produce two original short films and will maintain any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state statute at all times.

B. Recipient shall be bound by all City and County ordinances and state statutes.

C. Recipient has agreed to provide the services contemplated in accordance with Exhibit A, "Scope of Services," attached hereto. The County shall have no relationship whatsoever with the services contemplated herein except for the provision of financial support and the receipt of reports as provided in this Resolution.

   Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

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

E. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

1. Whether the objectives of the Program are being achieved;
2. Whether the Program is being operated in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the periodic reports to the County contain accurate and reliable information; and
6. Whether all of the activities of the Program are conducted in compliance with the provisions of state laws and regulations and this Resolution.

Visits by the County or independent auditors contracted by the County shall be announced to Recipient in advance of those visits and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all the books, documents, papers, and records of Recipient which relate to the Program and Grant Funds. Such persons may interview any person who obtains Program services, benefits, or awards, as applicable.

F. Recipient shall protect, defend, indemnify, and hold harmless the County from and against any and all liability, damaged, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and hold harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining

compliance with the provisions of this Resolution. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

Recipient will not use any Grant Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation. Recipient shall, within a reasonable time, notify the County of any legal action which is filed by or against it with respect to the Program and/or Grant Funds.

To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damaged, costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known, or unknown, past, present, or future, arising out of, in any way, the terms of this Resolution.

G. Recipient agrees with Grant Funds that:

No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, nor 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.

No officer, agent, consultant, or employee of Recipient 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.

No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or Resolution with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has

family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

None of the personnel employed by Recipient in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

H. None of the Grant Funds to be paid under this Resolution shall be used for any partisan political activity or to support or defeat legislation pending before the U.S. Congress.

I. If Recipient engaged in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County Grant Funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

1. Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the Programs or services funded by this Resolution;

2. If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the Program funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

3. Recipient shall not, in providing Program assistance, discriminate against a Program beneficiary or prospective Program beneficiary based on religion or religious belief; and

4. Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times, and locations of such activities, but shall explicitly state that such participation is purely voluntary.

J. Recipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff, or other

individuals. Recipient shall have established written policies and procedures that align with NRS Chapter 603A and shall follow these procedures. Upon request, Recipient shall make available to County staff these written policies and procedures and will be monitored for compliance.

K. To the extent Recipient is considered a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), Recipient shall comply with all provisions of HIPAA including but not limited to provisions addressing privacy, security, and confidentiality. Upon request, Recipient shall make available to County staff or independent auditors contracted by County, or any combination thereof, these written policies and procedures will be monitored for compliance.

III. Financial Management:

A. Recipient shall record all costs of the Program by budget line item which shall be supported by adequate source documentation, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time, during normal business hours, Recipient's financial transactions, with respect to the Program, may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, any person who obtains Program services, benefits, or awards, as applicable, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all documents and records, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, and other accounting documents concerning matters that are reasonably related to the Program shall be provided upon request.

C. Any Grant Funds remaining unexpended by July 1, 2027 shall be returned to the County.

D. Recipient shall not make any changes in the expenditures in Exhibit A without prior written approval of the County.

E. Expenditures by Recipient from the Grant Funds will be accounted for in a ledger separate from all other revenue sources.

IV. Expiration, Modification, or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by the date set forth in Exhibit "A".

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state statutes or regulations.

C. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution and may terminate its participation in the Program at any time for convenience and require Recipient to reimburse the County for any unauthorized expenditures and return any unspent Grant Funds.

D. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Grant Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Grant Funds.

PASSED, ADOPTED, and APPROVED this ____ day of _____ 2026.

BOARD OF COUNTY COMMISSIONERS

By: _____

JESSICA COLVIN, CHIEF FINANCIAL OFFICER

ATTEST:

_____

LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: _____
DEPUTY DISTRICT ATTORNEY

ACCEPTANCE OF THE FISCAL YEAR 2027 CLARK COUNTY ECONOMIC DEVELOPMENT GRANT FUNDS FOR COMMISSION DISTRICT D TO DIPHRENT INC. AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I,_____, as Executive Director of Diphrent Inc., a non-profit organization formed under the laws of the State of Nevada, on behalf of that organization, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Award Fiscal Year 2027 Clark County Economic Development Grant Funds for the Film Production and Career Development cohort to Diphrent Inc., adopted by Clark County, Nevada, on the ____day of _____, 2026 a copy of which is attached hereto and incorporated herein.

EXECUTED this ____day of _____, 2026

Diphrent Inc.

By: _____

Tyler Gaston

Executive Director

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EXHIBIT A

SCOPE OF SERVICES

I. Purpose and Intent

The purpose of the award of Fiscal Year 2027 Clark County Economic Development Grant Funds for the twelve-week Film Production and Career Development cohort serving young adults aged 17-24 in Clark County. Activities include cohort participants operating within a professional production environment and collaborating to produce two original short films.

II. Term

Recipient agrees to commence work upon passage and approval of this Resolution and shall terminate upon July 1, 2027, unless sooner terminated or extended by the County.

III. Responsibilities of Recipient

Recipient shall coordinate and administer:

A. Activities for a twelve-week Film Production and Career Development cohort.

B. Services for approximately fifteen young adults aged 17-24.

C. Approximately one hundred eighty hours of structured instruction, mentorship, and practical workforce training.

D. Participants with training in producing and production coordination, directing, script supervision, camera operations, lighting and grip, sound recording, art department operations, editing, post-production, and social media content production.

E. Instruction and mentorship from experienced film and media professionals.

F. Hands-on production activities resulting in the completion of two original short films.

G. Participants with portfolio development, resume assistance, career readiness training, and networking opportunities.

H. Host a public screening and community showcase of completed projects.

I. Recipient will provide clear signage and/or display the Clark County logo, easily recognizing County's sponsorship of this Program, on all Program materials.

J. Recipient will retain all records documenting the use of all Grant Funds for payment of any costs and expenses, copies of which shall be made available by Recipient upon the request of County.

K. Recipient must provide Clark County with a final report documenting the project's outcomes no later than 30 days after the project's completion or July 1, 2027, whichever comes first.

IV. Budget Worksheet

A. The following items may be paid with the County Grant Funds, not to exceed Eighty Thousand Dollars ($80,000):

Expenditure Category	**County Grant Funds**	**Other Sources**	**Total**
Direct Goods, Services, Costs	$80,000		
direct program management and administration, curriculum development, instruction, mentorship, guest speakers, production costs, creative leadership, equipment, community premiere activities, festival submissions, talent, facility rental, materials, marketing, promotional items, location, transportation, meals, and insurance.			
Indirect Expenses			
None	$0	$0	$0
Grand Total	**$80,000**	**$0**	**$80,000**

B. Recipient agrees to coordinate and administer a twelve-week Film Production and Career Development cohort serving young adults aged 17-24 in Clark County by July 1, 2027. Recipient's failure to coordinate and administer activities of Film Production and Career Development cohort by July 1, 2027, will not extend the Effective Date and any obligations of the County.

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