

RESOLUTION NO. _____
(OF CLARK COUNTY, NEVADA)

A RESOLUTION AUTHORIZING EXTENSION OF A LETTER OF CREDIT FOR THE PURPOSE OF SECURING THE COUNTY'S OBLIGATIONS AS A SELF-INSURED EMPLOYER UNDER THE INDUSTRIAL INSURANCE LAWS OF THE STATE OF NEVADA; AUTHORIZING THE REPAYMENT OF ANY AMOUNTS ADVANCED UNDER THAT LETTER OF CREDIT; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO NEGOTIATE THE TERMS AND CONDITIONS UNDER WHICH THE LETTER OF CREDIT WILL BE EXTENDED; RATIFYING ALL ACTION PREVIOUSLY TAKEN CONSISTENT WITH THIS RESOLUTION; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Whereas, pursuant to a resolution (the "Resolution") adopted on February 2, 2010, Clark County, Nevada (the "County") obtained a letter of credit (the "LOC" or "Letter of Credit") in the amount of \$6,906,000 from Bank of America, N.A. (the "Financial Institution") for the purpose of securing the County's obligations as a self-insured employer under the industrial insurance laws of the State of Nevada (the "State"); and

Whereas, pursuant to the terms of the LOC and the First Amendment to Supplemental Terms to Application and Agreement for standby Letter of Credit dated February 11, 2010 between the County and the Financial Institution (the "First Amendment"), the County has agreed to notify the bank if the County has not authorized an extension of the LOC for the ensuing fiscal year and if the County has not so extended the LOC, the Financial Institution will provide written notification to the beneficiary of the LOC on or before 90 days prior to June 30 of that year that the LOC is not extended; and

Whereas the County desires to extend the LOC for the fiscal year July 1, 2021 through June 30, 2022; and

Whereas, the County desires to authorize its Chief Financial Officer ("CFO") to extend the Letter of Credit and execute the documents necessary for the extension Letter of Credit, provided that it is in an amount not exceeding \$17,569,000, has an additional cost for the 2021-2022 fiscal year that does not exceed \$1 per \$100 principal amount per twelve months, and is issued pursuant to such other terms and conditions as are not substantially different than, or are more favorable to the County than, the terms and conditions now in the LOC, First Amendment and related documents attached thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, NEVADA:

Section 1. The County hereby authorizes the extension of the LOC for fiscal year 2021-2022 in the amount of not exceeding \$17,569,000 for the purpose of securing the County's obligations as a self-insured employer under the industrial insurance laws of the State. The CFO is authorized to notify the Financial Institution of the County's decision to authorize this extension.

Section 2. The CFO is authorized to negotiate any new terms and conditions pursuant to which the LOC will be extended consistent with the limitations on those terms and conditions contained in the preambles hereto and the other provisions of this resolution.

Section 3. The County will pay any drawings under the LOC from monies in and appropriated from its Workers' Compensation Fund (6530.000), account 690216, Transfers Out-Industrial Insurance (the "Fund"), on the date the drawing is made. If for any reason amounts therein are insufficient for that purpose, the County will repay any drawings from amounts available therefor in the County's general fund or any other legally available monies.

Section 4. The Board hereby finds that due to the provisions of NAC 616B.439(1)(c), the contract for provision of the Letter of Credit for fiscal year 2021-2022 is a contract for a service necessarily ordered in this fiscal year for use in fiscal year 2021-2022, which, under the method of accounting used by the County, will be charged against an appropriation for the 2021-2022 fiscal year. The amount of the Letter of Credit may be increased by the CFO during the fiscal year if required by the State, as long as the amount as increased does not exceed the amount of the appropriation made from the Fund for the purpose for which the Fund was established.

Section 5. The obligation of the County to repay such draws is a general obligation of the County, and the full faith and credit of the County is pledged for the purpose of making such payment. Any obligation incurred under the LOC must be repaid on the date it is incurred and that based thereon, on the limitations on the term of the Letter of Credit contained herein, and on the appropriations described in the preceding section, the County hereby finds and determines that any obligation incurred under the LOC has a term of less than 1 year and is payable in full from money appropriated for the same fiscal year that the obligation is incurred.

Section 6. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this resolution, including, without limitation, (i) execution and delivery of the documents, as are reasonably required for the extension of the Letter of Credit, and such certificates as may be necessary or desirable evidence the validity and enforceability of the County's obligations thereunder and under any application therefor, and (ii) payment of the fees and expenses incurred in connection with obtaining the LOC including the fees of the Financial Institution and any other expenses associated with obtaining the LOC. For the purposes of this authorization, the CFO of the County is authorized to execute any of the aforementioned documents and certificates on behalf of the County. Such execution shall constitute a determination that the documents and certificates so signed are authorized by and are within the

limitations of this resolution, which determination shall be conclusive, absent fraud or gross abuse of discretion.

Section 7. All action heretofore taken in furtherance of the purposes of this resolution is hereby ratified, approved and confirmed.

Section 8. This resolution shall be effective on its passage and approval.

PASSED, ADOPTED AND APPROVED on February 2, 2021.


[SEAL]

Attest:

Marilyn Kirkpatrick, Chair
Board of County Commissioners

Lynn Marie Goya, County Clerk

APPROVED AS TO LEGALITY ONLY:



Lisa Logsdon, Deputy District Attorney

[Signature page for 2021 LOC Extension Resolution
page 3 of 3, excluding Clerk's certificate]

STATE OF NEVADA)
) ss.
CLARK COUNTY)

I am the duly chosen and qualified County Clerk of Clark County (herein "County"), Nevada do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of County Commissioners of the County (the "Board") at a meeting held on February 2, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Board as follows:

Those Voting Aye:

James B. Gibson
Justin Jones
Marilyn Kirkpatrick
William McCurdy II
Ross Miller
Michael Naft
Tick Segerblom

Those Voting Nay:

Those Absent:

3. All members of the Board were given due and proper notice of such meeting.

4. All members of the Board were given due and proper notice of the meeting. Pursuant to NRS 241.020, written notice of the meeting was given at least three working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

(a) By mailing a copy of the notice to each member of the Board,

(b) Unless such requirements were suspended by the Governor of Nevada's Declaration of Emergency Directive 006, as extended, by posting a copy of the notice on the State's official website, the County's website; at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held; and at least three other separate, prominent places within the jurisdiction of the Board, and

(c) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in compliance with Chapter 241 of NRS.

5. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020 by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the County on February 2, 2021.

Lynn Marie Goya, County Clerk

Exhibit A

(Attach Copy of Notice of Meeting)