

**AGREEMENT TO GRANT SUB-AWARD OF CORONAVIRUS RELIEF FUNDS
BETWEEN CLARK COUNTY, NEVADA AND CITY OF HENDERSON**

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 of the State of Nevada and the COUNTY OF CLARK, a political subdivision of the State of Nevada.

WHEREAS, on April 23, 2020, Clark County, Nevada (the “County”), the pass-through entity, was allocated \$295 million in Coronavirus Relief Funds (“CRF” or “CRF Funds”) by the U.S. Department of Treasury under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), CFDA 21.019; and

WHEREAS, on July 7, 2020, the Clark County Board of County Commissioners approved an allocation plan for the distribution of the CRF Funds to various municipalities located in Clark County; and

WHEREAS, the City of Henderson (the “City” or Subrecipient”), possessing federal unique identifier (DUNS 025-942-165) was awarded CRF Funds in an amount not to exceed \$29,599,078 (“Not to Exceed Amount”); and

WHEREAS, such distributions are to be administered by the Clark County Department of Finance; and

NOW, THEREFORE, the Parties agree as follows:

1. The City’s proposed uses of the CRF Funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover the costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. Prior to obligating or spending any CRF funding from the County as defined in paragraph 11, the City is required to submit a brief high-level plan, as set forth in Exhibit B, to Clark County Finance summarizing the process and criteria it will use for expending CRF Funds within its organization and/or allocating to any grantee. **Plans must be submitted to Clark County Finance prior to payment of any CRF Funds.**
3. To the extent actual qualified expenditures are less than the amount allocated to the City and/or if CRF Funds have not been used to cover necessary expenditures pursuant to this Agreement, the City agrees to return the balance of unspent CRF Funds to the County by December 4, 2020.

4. As a condition of this sub-award of CRF Funds, the City agrees to adhere to the terms and conditions, as set forth in Exhibit A, and Section 601(d) of the Social Security Act, as well as U.S. Treasury guidelines, “Frequently Asked Questions (FAQ)” and any other document describing permissible use of the Fund posted on the U.S Treasury’s site located at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>, hereinafter Guidance. The City must review and become familiar with the Guidance.
5. Any CRF Funds expended by the City or its grantee(s) that fail to comply in any manner with official federal Guidance shall be returned to the County.
6. The City and its grantee(s) receiving CRF Funds pursuant to this Agreement shall retain documentation of all uses of the CRF 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 County, or designee and the City 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.
7. The City will report monthly on incurred expenses in a form prescribed by the County, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act.
8. The City understands that payment from the CRF Funds are 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. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF 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 grantee(s) spend \$750,000 or more in federal awards during their fiscal year.
9. The City agrees to provide evidence of financial accountability. The City shall submit to the County a copy of the City’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. If the City submits a letter stating it expended less than \$750,000 in Federal funds, the City shall provide a recent financial statement certified by an appropriate officer or employee of the City. Financial accountability submissions shall be provided to Anna Danchik, Comptroller, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.
10. The City understands that any CRF Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

11. \$22,936,133 of the award will be advanced immediately. The remaining amount of the award will be held until November 1, 2020 to assist in funding future medical surge costs, if necessary. In its sole discretion, the County reserves the right make any adjustments to the Not to Exceed Amount.
12. The City agrees to collaborate with the County on a recovery plan and request to the Interim Finance Committee for additional CARES Act allocation for Southern Nevada.
13. The City will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.
14. 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.
15. This Agreement and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This Agreement may be amended solely by means of written Agreement signed by both parties.

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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 _____, 2020.

CLARK COUNTY

By: J. Colvin
Jessica Colvin, Chief Financial Officer

Date: 7/30/20

CITY OF HENDERSON

By: Richard A. Derrick
Richard A. Derrick, City Manager/CEO

Date: 07/28/2020 | 7:38 AM PDT

Attest: Sabrina Mercandante
By: Sabrina Mercandante, MMC City Clerk

APPROVED AS TO FORM:

By: Lisa Logsdon
Lisa Logsdon, Deputy District Attorney

By: Nicholas G. Vaskov
City Attorney
Nicholas G. Vaskov

Approved as to fiscal impact:

By: Jim McIntosh
Jim McIntosh, Chief Financial Officer

Exhibit "A"

Terms and Conditions

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Award Contact Information

Clark County Department of Finance
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155-1211
(702) 455-3543
Awarding Official: Chief Financial Officer

Eligible Costs

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were **incurred** during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are **necessary expenditures** incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
 - a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
 - b. The cost is for a **substantially different use** from any expected use of funds in such a line item, allotment, or allocation.
 - c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions for term referenced above

"Incurred": A cost is "incurred" when the responsible unit of government has expended funds to cover the cost. For a cost to have been incurred, performance or delivery must occur during the covered period, but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For further discussion of "incurred" see Treasury Guidance dated June 30, 2020.

“Substantially different use”: a cost incurred for a “substantially different use” includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
 - redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
 - redeploying police to support management and enforcement of stay-at-home orders;
 - diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.
2. A public function does not become a **“substantially different use”** merely because it is provided from a different location or through a different manner. An example is:
 - developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

The City is charged with determining whether or not an expense is eligible based on the U.S. Treasury’s Guidance. Specific documents can be referenced:

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
- Coronavirus Relief Fund Frequently Asked Questions

Eligible Cost Categories

The U.S. Department of Treasury has provided this non-exclusive list of examples of eligible expenses. This list continues to be updated by the U.S. Treasury and this list is subject to change based on any future Guidance. Eligible expenses include, but are not limited to:

1. **Medical expenses** such as:
 - COVID-19 related expenses of public hospitals, clinics and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response, including emergency medical transportation related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. **Public health expenses** such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment (PPE) for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to COVID-19.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to the COVID-19 public health emergency.
- Expenses for quarantining individuals.

3. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to **facilitate compliance** with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 precautions.
- COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of **economic support** in connection with the COVID-19 public health emergency, such as:

- Grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency.
- Emergency financial assistance to individuals and families directly impacted by a loss of income.
- A local or tribal payroll support program.

- A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements).
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Expenses to **respond to secondary effects** of the current COVID-19 public health emergency including:

- Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
- Preparing a reserve of personal protective equipment or developing increased intensive care unit capacity to support a region not yet affected, but likely to be impacted by the current COVID-19 pandemic.
- Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience, except that expenses related to developing a long-term plan to reposition a CRF recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the CRF.
- Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment) if those costs were unbudgeted.
- Continuation of a lease on office space or equipment that would not have been renewed in order to respond to the public health emergency (costs associated with the ongoing lease payments through December 30, 2020)

7. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible Costs

Non-allowable expenditures include, but are not limited to:

1. Filling shortfalls in government revenue. Revenue replacement is NOT a permissible use of Fund payments.
2. Expenses for the state share of Medicaid.
3. Damages covered by insurance.
4. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
5. Expenses that have been or will be reimbursed under any other federal program (e.g. reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds).
6. Reimbursement to donors for donated items or services.
7. Workforce bonuses (other than hazard pay or overtime for employees who were substantially dedicated to responding/mitigating the COVID-19 public health emergency).

8. Severance pay.
9. Legal settlements.
10. Assisting impacted property owners with payment of property taxes, unless this is necessary to prevent foreclosure. This necessity must be documented.
11. Replacement of government revenue due to unpaid utility fees.
12. Payroll or benefit expenses of private employees contracted to work for the local government entity, unless they are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
13. "Across the board" hazard pay for employees working during an emergency, for employees whose services are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
14. Prepayments on contracts using the Fund to the extent that doing so would not be consistent with ordinary course policies and procedures (e.g. pre-paying for one or two-year facility lease to house staff hired in response to COVID-19 public health emergency).
15. Per Treasury Guidance: "In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death...Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions." Please see the footnote on Page 3 of Treasury Guidance for full information on this provision.

Reporting and Close Out

A monthly reporting process will be required to monitor spending as it occurs, ensure documentation is adequate, and minimize compliance risk. The monthly report must be submitted using the "CRF Reporting Worksheet". The report must be submitted as an Excel spreadsheet, within ten (10) calendar days of the end of each month during the first two months of the quarter and within five (5) calendar days of the end of month during the last month of the quarter. These deadlines are subject to change based on reporting guidance issued by the U.S. Department of Treasury. The allocation will be closed out when the County determines that all applicable administrative actions and all required work has been completed.

Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the City and the County to return funds to the federal government. All funds that are distributed by the City must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says "I certify that I need access to the funds in this program due to the COVID-19 public health emergency.")

Funds received from the CRF are 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. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 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 subrecipients spend \$750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the local government's obligations hereunder, the City agrees to propose and submit to the County a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the County. The City understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. The City agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the City. The City shall provide to the County periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement. Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The County may direct local government entities to retain documents for a longer period of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value.

Exhibit "B"

Proposed Budget

Federal Awarding Agency: US Dept. of Treasury
CFDA #: 21.019- Coronavirus Relief Fund (CRF)
Period of Performance: 3/1/2020-12/30/2020

Subrecipient will be required to submit a proposed budget to Clark County Finance for spending amongst the categories of Eligible Expenditures as set forth in the Agreement and as more fully described in the U.S. Treasury Guidance dated June 30, 2020.

The Budget should provide proposed allocations for each of the categories below. Nothing in the proposed budget is intended to prevent Subrecipient from reallocating funding between categories.

1. Medical Expenses
\$1,716,000
2. Public Health Expenses
\$3,165,111
3. Payroll Expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
\$8,170,400
4. Expenses of actions to facilitate compliance with COVID-19 public health measures.
\$14,498,291
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
\$1,979,276
6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.
\$70,000

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Signer Events

Jim McIntosh

jim.mcintosh@cityofhenderson.com

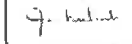
Chief Financial Officer

City of Henderson

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Sr. Assistant City Attorney

City of Henderson

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Nicholas G. Vaskov


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City Attorney

City of Henderson

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Bristol S. Ellington for


bristol.ellington@cityofhenderson.com

Deputy City Manager

City of Henderson

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Sabrina Mercadante COH
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 City Clerk
 City of Henderson
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Signature

Signature Adoption: Uploaded Signature Image
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 City of Henderson
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 City of Henderson
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Jim McIntosh
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 Chief Financial Officer
 City of Henderson
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Brian Anderson
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 Assistant City Attorney III
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