

NOTE: THIS DOCUMENT IS NOT FINALIZED. IT IS PROVIDED TO APPLICANTS TO REVIEW THE TERMS AND CONDITIONS ASSOCIATED WITH THE CLARK COUNTY FISCAL RECOVERY FUNDS. LANGUAGE WILL BE FINALIZED PRIOR TO AN AWARD. SUBRECIPIENTS ARE REQUIRED TO COMPLY WITH ALL PROVISIONS OF THE FINAL RESOLUTION.

INSERT FULL TITLE OF THE RESOLUTION

This RESOLUTION, herein after referred to as "XX," is entered into on this **INSERT DATE** day of **INSERT MONTH**, 202**X**, by and between CLARK COUNTY, NEVADA, herein after referred to as "the County" and **ORGANIZATION NAME**, hereinafter the " Subrecipient," for PROGRAM NAME.

WHEREAS, Subrecipient, **DUNS NUMBER**, located at **INSERT ADDRESS**, proposes to **INSERT DESCRIPTION OF PROGRAMS/SERVICES** (the "Program");

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by President Joseph R. Biden;

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act (the "Act") to add Section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and Section 603, which establishes the Coronavirus Local Fiscal Recovery Funds (together, the "Fiscal Recovery Funds");

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery;

WHEREAS, Clark County will receive \$440 million in Fiscal Recovery Funds; from the United States Department of Treasury;

WHEREAS, pursuant to the Interim Final Rule for the Fiscal Recovery Funds, State, Local, and Tribal governments issued by the United States Department of Treasury have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations;

WHEREAS, on August 17, 2021, the Board of County Commissioners approved the allocation plan for the Fiscal Recovery Funds;

WHEREAS, at the direction of the Board of County Commissioners, Clark County submitted the 2021 Clark County Recovery Performance Report detailing the allocation plan for the Fiscal Recovery Funds;

WHEREAS, as part of Clark County's allocation plan for the Fiscal Recovery Funds, Clark County opened a grant application for non-profit organizations and community stakeholders to

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request funding for programming to aid in the recovery from the negative health and economic impacts of COVID-19;

WHEREAS, Subrecipient has requested financial assistance from Clark County to assist with costs associated with the Program;

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private organization, not-for-profit, to be expended for the selected purpose;

WHEREAS, Subrecipient is a non-profit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261;

WHEREAS, the purpose for which the Fiscal Recovery Funds will be used by the Subrecipient will provide a substantial benefit to the inhabitants of the County and assist in the recovery from COVID-19;

WHEREAS, Subrecipient agrees to furnish such services upon the terms and conditions set forth herein; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the funds are expended will provide a substantial benefit to the inhabitants of Clark County and aid in the recovery from COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, to grant Subrecipient up to \$XX of Fiscal Recovery Funds (CFDA #21.07) following execution of this Resolution subject to the following terms and conditions:

A. Scope of Services:

1. From the period of INSERT DATE RANGE, Clark County will provide INSERT DOLLAR AMOUNT in Fiscal Recovery Funds to Subrecipient to assist with the operational costs for INSERT PROGRAM NAME, as outlined in Exhibit "A," "Fiscal Recovery Funds Budget and Budget Justification."
2. Subrecipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B," "Scope of Services," attached hereto and incorporated herein as if fully set forth. Changes in "Scope of Services," as described in Exhibit "B," must receive prior written approval from the County.
3. Subrecipient will provide monthly reimbursement and financial reports to Clark County on a monthly basis during the Program period INSERT DATE RANGE. These reports will contain, but are not limited to, the information contained in Exhibit "C," "Request for Reimbursement and Financial Report."

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4. Subrecipient will provide quarterly program outcomes and performance measurement reports to Clark County on at the close of each quarter during the Program period **INSERT DATE RANGE**. These reports will contain, but are not limited to, the information contained in Exhibit "D," "Program Outcomes and Performance Measures Quarterly Report to Clark County," including any narrative report to delineate the benefit realized by the County for the Program support. Clark County reserves the right to request additional information to ensure that the Fiscal Recovery Funds are being used to achieve program outcomes and performance measures.
5. The Awarding Official for this grant is the Clark County Chief Financial Officer. The Clark County Program contact person is **INSERT CONTACT INFORMATION**.

B. General Conditions:

1. Subrecipient will obtain any and all federal, state, and local permits and licenses required to operate the Program and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications with may be required by any ordinance of a political subdivision of the State of Nevada and/or statute of Nevada or federal government.
2. The County will require Subrecipient to be bound by all ordinances of a political subdivision of the State of Nevada and/or statute of Nevada or federal government. This includes compliance with requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 and the United States Department of Treasury's (Treasury) Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds (Compliance Guidance), Department of the Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (Interim Final Rule), and any subsequent updates, including Treasury's Frequently Asked Questions.
3. If the Subrecipient has not used the Fiscal Recovery Funds it has received to cover services or costs for the period ending on **INSERT DATE**, Subrecipient must notify the County by **INSERT DATE**, as any Fiscal Recovery Funds that are not capable of expenditure by **INSERT DATE** must be returned to the County. The County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
4. The County shall have no relationship whatsoever with the services provided, except as otherwise specifically provided herein. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Subrecipient shall be an independent contractor only. Nothing herein shall be construed to imply a joint venture, principal and agent, or employer and employee relationship between the County and the Subrecipient, and no party will have any right, power, or authority to create any

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obligation, express or implied, on behalf of the other. Each party shall be responsible for its own acts or omissions arising out of or related to this Resolution.

5. Subrecipient may not assign any functions required under this Resolution without the express written consent of the County. In the event that Subrecipient is allowed to assign some, or all of the functions required under this Resolution, Subrecipient will abide by all state and federal laws governing worker's compensation benefits and employee taxes, as they may be applicable.
6. As follows:
 - a. If Subrecipient uses a vehicle in providing its services, Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverage as follows:
 - i. Bodily Injuries: \$1,000,000 each person;
\$1,00,000 each occurrence;
 - ii. Property Damage: \$1,000,000 each person;
\$1,000,000 each occurrence;
 - b. Subrecipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program; and
 - c. Subrecipient shall furnish to the County a copy of each policy for the insurance coverages within ten (10) days after adoption of this Resolution and shall notify the County at least ten (10) days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be furnished a copy of each policy within 30 days of its implementation, renewal, or change thereto.
7. Subrecipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:
 - a. Whether the objectives of the Program are being achieved;
 - b. Where the Program is being operated in efficient and effective manner;
 - c. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
 - d. Whether the financial operations of the Program are being conducted properly;

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- e. Whether the periodic reports to the County contain accurate and reliable information;
- f. Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution;
- g. Whether all activities associated with the Program are in compliance with the Interim Final Rule for the Fiscal Recovery Funds, the Compliance Guidance, and any subsequent guidance issued by Treasury.

Visitors by the County or independent auditors contracted by the County shall be announced to Subrecipient 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 of the books, documents, papers, and records of Subrecipient which related to the Program. Such persons may interview Subrecipients of the services of the Program.

If any requirements are found not to be in compliance through monitoring, timely corrective action planning will be initiated by the County. The Subrecipient will be expected to comply with the corrective action plan in an effort to improve services and performance. This will reduce the likelihood of sanctions, which may include delays in reimbursements and discontinuation of the Fiscal Recovery Funds.

- 8. Subrecipient will protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature, expecting those proximately the result of the County's acts or omissions, in connection with, or arising out of any activities undertaken pursuant to this Resolution. Subrecipient's obligation as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to the Subrecipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Subrecipient.
- 9. Subrecipient will not use any Fiscal Recovery Funds or resources which are supplied by the County in litigation and will notify the County of any legal action which is filed by or against it.
- 10. To the extent permitted by law, Subrecipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute, or any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damage,

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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.

11. Subrecipient agrees that if Subrecipient receives Fiscal Recovery Funds from any other local or state entity for the same Program that Subrecipient has received Clark County Fiscal Recovery Funds for, the Subrecipient will contact Clark County within five (5) business days. Subrecipient agrees that it may be required to return all or part of the Clark County Fiscal Recovery Funds if the total amount of Fiscal Recovery Funds from all local and/or state entities exceeds the Program's budget if Subrecipient does not intend to expand the Program. Furthermore, Subrecipient agrees that an amended Resolution and Agreement may need to be executed with Clark County.
12. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, remuneration, or 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.
13. No officer, agent, consultant, or employee of Subrecipient 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.
14. No officer, agent, consultant, or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.
15. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
16. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a Program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, national origin, disability, age, or sex (including sexual orientation and gender identity) (42 U.S.C. § 2000d et seq.), as implemented by Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any Program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.

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17. No officer, agent, consultant, employee, or elected or appointed official of the County, or Subrecipient, shall have any interest, direct or indirect, financial, or otherwise, in any contract, subcontract, or agreement 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.
18. None of the personnel employed 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.
19. None of the Fiscal Recovery Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
20. If Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of County Funds, and in connection with public services offered through the Program, Subrecipient must adhere to the following stipulations:
 - a. Subrecipient 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;
 - b. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;
 - c. Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion or religious belief; and
 - d. Subrecipient 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.

C. Financial Management:

1. Subrecipient agrees to provide evidence of financial accountability. Subrecipient agrees to review the Uniform Guidance requirements applicable to the use of the Fiscal Recovery

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Funds. Subrecipient is required to consider how and whether certain aspects of the Uniform Guidance apply in consultation with the County.

2. Pursuant to 2 CFR 200.303, the Subrecipient must develop and implement effective internal controls to ensure that funding decisions under the Fiscal Recovery Funds constitute eligible uses of funds, and document determinations. Upon request, the Subrecipient will provide the implemented internal controls to the County.
3. Subrecipient shall submit to the County a copy of Subrecipient's most recent single audit per 2 CFR Part 200 or a letter stating that it expended less than \$750,000 of Federal funds during that reporting period. If Subrecipient submits a letter stating it expended less than \$750,000 in Federal funds, Subrecipient shall provide a recent financial statement certified by an appropriate officer or employee of the Subrecipient. Financial accountability submissions shall be provided to **INSERT NAME AND ADDRESS**. This information shall be provided by **INSERT DATE**.
4. Subrecipient certifies, by signing this Resolution, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implemented by 2 CFR Part 200, Subpart 200.213 Debarment and Suspension and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from Federal funds.
5. Subrecipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including payroll ledgers, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Subrecipient'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, Subrecipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.
6. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including invoices, payroll registers, time records, invoices, contracts, and accounting documents concerning matters that are reasonable related to the Program will be provided upon request to the County.
7. The County will reimburse Subrecipient on a monthly basis for all eligible costs of the Program up to the total award. To obtain reimbursement, Subrecipient must submit the request utilizing the County provided Request for Reimbursement and Financial Report (Exhibit "C") form within 30 days after month end. The Request for Reimbursement and

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Financial Report (Exhibit "C") must be supported by accounting documentation, including but not limited to detail general ledgers, payroll registers, time records, invoices, and contracts. Expenditures will be reviewed for consistency with the approved Fiscal Recovery Funds budget and budget justification as outlined in Exhibit "A" and the Scope of Services outlined in Exhibit "B." Any expenditures incurred outside the approved Fiscal Recovery Funds budget and budget justification and/or Scope of Services or that are not supported by appropriate documentation will be denied.

8. Expenditures eligible for reimbursement from the Fiscal Recovery Funds are delineated in Exhibit "A." Subrecipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.
9. Expenditures submitted for reimbursement by Subrecipient to the County from the Fiscal Recovery Funds will be accounted for in a ledger separate from all other revenue sources. The Subrecipient may attach supporting documentation to the Request for Reimbursement and Financial Report (Exhibit "C").
10. If the County finds that the total amount of the Fiscal Recovery Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to require to return any Fiscal Recovery Funds not expended or used in a manner consistent with Section 601 (d) of the Social Security Act and other criteria outlined by Treasury. The County reserves the right to extract that portion for other projects and programs under the County's jurisdiction for expenditure prior to December 31, 2026, or for the purposes of returning funding to Treasury as outlined in any guidance.
11. Upon the expiration or revocation of this Resolution, Subrecipient shall transfer to the County any Fiscal Recovery Funds on hand at the time of expiration or revocation, and any accounts receivable attributed to the use of the Fiscal Recovery Funds.
12. No cash reimbursement for purchases of any kind is allowable.

D. Recordkeeping and Confidentiality Requirements:

1. Pursuant to the Compliance Guidance published by Treasury, the Subrecipient must maintain records and financial documents for five (5) years after all Fiscal Recovery Funds have been expended or returned to Treasury. Subrecipient acknowledges that the Compliance Guidance published by Treasury may change and understands that any changes must be complied with. The County will notify the Subrecipient of any changes to the Compliance Guidance by Treasury.
2. Subrecipient shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure pursuant to NRS Chapter 603A to ensure against a breach of security of personal information of clients, staff, or other individuals. Subrecipient shall

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

3. Victim Service Providers providing services to victims of domestic violence shall not disclose personally identifying information, including: 1) first or last name; 2) home or other physical address; 3) contact information (e.g., email address, telephone number); 4) a Social Security number; or 5) any other information, including date of birth, racial or ethnic background, or religious affiliation that may, in any combination with other non-personally identifying information, serve to identify any individual.
4. To the extent the Subrecipient is considered a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), Subrecipient shall comply with all provisions of HIPAA including, but not limited to, provisions addressing privacy, security, and confidentiality. Upon request, Subrecipient shall make available to Clark County staff such written policies and procedures and will be monitored for compliance.

E. Expiration, Modification, or Revocation of Resolution:

1. This Resolution will commence upon its approval and signature by all parties and shall be completed by **INSERT END DATE OF THE PROGRAM**.
2. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations, including but not limited to any future updates to the Guidance.
3. Subrecipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from 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.
4. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Subrecipient 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.
5. Notices for modifications or revocations shall be directed to as follows:

TO COUNTY: TBD.

TO SUBRECIPIENT:

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By _____
MARILYN KIRKPATRICK, CHAIRWOMAN

ATTEST:

LYNN MARIE GOYA, COUNTY CLERK

APPROVED AS TO FORM ONLY:
STEVEN B. WOLFSON

By _____
NAME,
CLARK COUNTY DISTRICT ATTORNEY'S OFFICE

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EXHIBIT "B"

SCOPE OF SERVICES

TO BE WRITTEN BASED ON PROGRAM.

DRAFT