



# RESOLUTION No. 22-045

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE GRANT AWARD AGREEMENT WITH NEVADA THEATRE COMMISSION FOR \$100,000 FOR THE "COMMUNITY RESILIENCY GRANT" FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE GRANT AGREEMENT WITH AWARDEE

WHEREAS, on March 10, 2020, the Nevada County Board of Supervisors passed and adopted Resolutions 20-062, ratifying the declaration of a local health emergency in Nevada County, and 20-063, proclaiming a local emergency in Nevada County, due to rapid spread of COVID-19 in a growing number of countries, including the United States, and the potential introduction of COVID-19 in the County of Nevada; and

WHEREAS, on March 19, 2020, the Governor of California issued a statewide Executive Order, N-33-20, which required Californians to remain at their home or place of residence, except as necessary to carry out essential activities and to heed State Public Health Officer Directives; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion economic stimulus package passed by Congress and signed by President Joseph Biden on March 11, 2021 in response to the ongoing COVID-19 pandemic and associated economic challenges. ARPA included \$350 billion in State and Local Aid, which included \$65.1 billion in direct funding to counties. Based on US Treasury allocations, Nevada County has been allocated \$19,376,239 in funding; and

WHEREAS, on April 27, 2021, staff brought a preliminary ARPA Expenditure Plan to the Board for direction. The plan included a recommendation to allocate 30% of ARPA funds (\$5.8M) to "Community & Economic Resiliency" projects. This included four grants programs and one loan program, including the "Community Resiliency Grants" program, which was allotted up to \$2 Million to support eligible entities with programs and projects that respond to the negative economic impacts of the COVID-19 pandemic and are designed to increase resiliency, support recovery, and provide relief; and

WHEREAS, on June 22, 2021, the Nevada County Board of Supervisors passed and adopted Resolution 21-284 authorizing various expenditures from the ARPA allocation including up to \$2 Million for the "Community Resiliency Grants" program; and

WHEREAS, on July 27, 2021, the Nevada County Board of Supervisors passed and adopted Resolution 21-339 approving the Request for Applications and award selection procedures for the Community Resiliency Grant Program and authorizing the Purchasing Division to advertise for qualified applications; and

WHEREAS, on October 12, 2021, the Nevada County Board of Supervisors passed and adopted Resolution 21-450, establishing a budget for the remainder of the first tranche of the ARPA allocation, including up to \$2,000,000 for Community Resiliency Grants to address the negative economic impacts of the pandemic; and

WHEREAS, 73 eligible applications were received totaling \$4,967,963 in requests; and

WHEREAS, a nine-member evaluation panel (Panel), consisting of six community leaders and three county staff, met five times to review and score applications to provide the County Executive Officer (CEO) with a recommended list of eligible awardees; and

WHEREAS, the Panel presented recommendations to the CEO and the CEO identified thirty-two applications for recommendation to the Board of Supervisors for final approval and award; and

WHEREAS, on November 9, 2021 the Board passed and adopted Resolution 21-480, approving awards totaling \$1,991,884 in "Community Resiliency Grants" to thirty-two awardees recommended by the CEO and directing the Auditor-Controller to amend the Fund 1111 budgets accordingly and further directing staff to develop individual agreements with awardees to be brought back to the Board for authorization to execute; and

WHEREAS, Grant Award Recipient Agreements were developed on a case-by-case basis and reviewed with the Auditor-Controller to ensure the grantees are in good standing with the County; and

WHEREAS, Grant Award Recipients will enter in the attached "Grant Award Recipient Agreement" with the County, specifying the use the ARPA monies to cover only those eligible costs identified in the RFA and necessary for the COVID-19 public health emergency in accordance with federal guidance, and further affirming the Grant Award Recipient shall be responsible for reimbursement to County of any grant funding provided under this agreement that are determined by federal or state officials to be unauthorized expenditures, and additionally specifying that grant recipients will provide quarterly reports beginning in March 2022; and

WHEREAS, to promote transparency, required quarterly reporting will be posted on the County of Nevada's American Rescue Plan "ARPA" web page; and

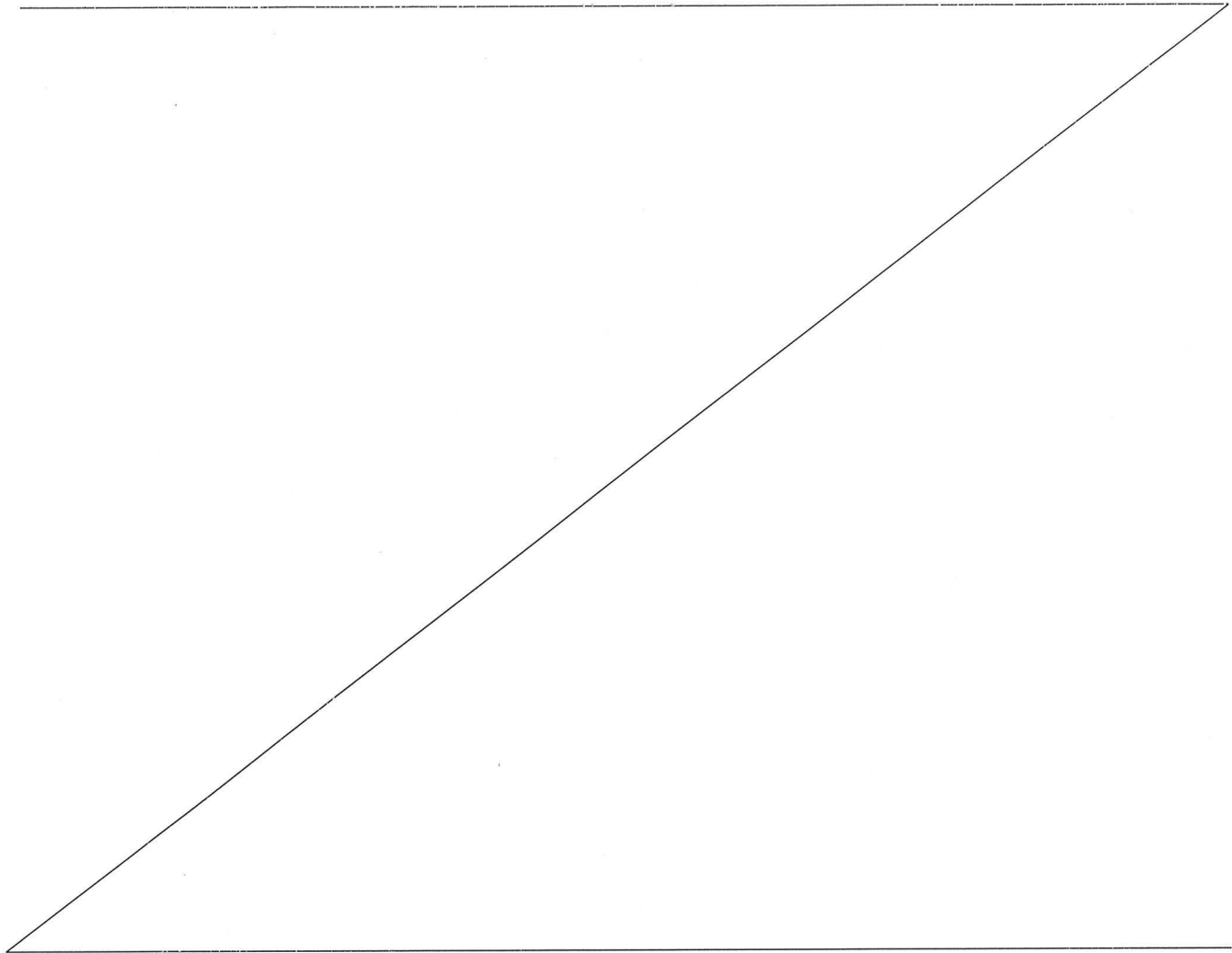
WHEREAS, Nevada Theatre Commission was among the thirty-two awardees approved for funding, having demonstrated that it experienced a negative impact or economic hardship as a result of the pandemic and is therefore eligible to receive assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

The Grant Award Recipient Agreement awarding \$100,000 in a "Community Resiliency Grant" to Nevada Theatre Commission is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is authorized to execute the grant agreement on behalf of the County of Nevada for the "Community Resiliency Grant" which is hereby approved and attached hereto.

Funds to be disbursed from 1111-10902-272-0209 / 532205



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of January, 2022, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller and Susan K. Hoek.
- Noes: None.
- Absent: Hardy Bullock.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

1/11/2022 cc: CEO\*  
AC\*(hold)

1/26/2022 cc: CEO\*  
AC\*(release)

**Administering Agency:** Nevada County – County Executive Office

**Grant Award Allocation No.** \_\_\_\_\_ BM122045 \_\_\_\_\_

**Description:** Community Resiliency Grants Program

## **GRANT AWARD RECIPIENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is made at Nevada City, California, by and between the County of Nevada, (“County”), and Nevada Theatre Commission (“Grant Recipient”), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada’s American Rescue Plan Act (“ARPA”) allocation for “Community & Economic Resiliency” in full compliance with all ARPA Fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate ARPA Funds designated specific to the coronavirus relief efforts in the time and in the amount set forth in Exhibit B. **The amount of the ARPA Funding shall not exceed One Hundred Thousand Dollars (\$100,000.00).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement (“Effective Date”). All grant funds provided by this Agreement shall be expended before December 31, 2024 and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: 12/31/2024.**
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to December 31, 2024 shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Coronavirus relief effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of ARPA Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend ARPA Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the ARPA funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit

at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

8. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit C.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.



17. **Subrecipient** Community Resiliency grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

As this agreement is not Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County  
Executive Office  
Attn: Caleb Dardick  
Address 950 Maidu Avenue  
Nevada City CA 95959

Phone: 530-477-2649  
Email: Caleb.Dardick@co.nevada.ca.us

GRANT RECIPIENT:

Nevada Theatre Commission  
Attn: Serena Cole  
Address: 401 Broad St.  
Nevada City, CA 95959  
Mailing Address: PO Box 1066  
Nevada City, CA 95959

Phone: 530-265-6161  
Email: nevadatheatre@gmail.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**Authority:** All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: *Susan Hoek* Date: 01/21/2022  
Susan Hoek (Jan 21, 2022 17:55 PST)

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: *K.L. Elliott* Date: 01/24/2022  
K.L.Elliott (Jan 24, 2022 13:09 PST)

**GRANT RECIPIENT:** \_\_\_\_\_

By: *Jane Primrose* Date: 01/21/2022  
Jane Primrose (Jan 21, 2022 10:28 PST)

Name: Jane Primrose

\* Title: President

By: *Kathleen Hillis* Date: 01/21/2022  
Kathleen Hillis (Jan 21, 2022 09:53 PST)

Name: Kathleen Hillis

\* Title: Secretary

***\*If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. ARPA SLFRF Award Terms and Conditions

**EXHIBIT A**

**PURPOSE AND USE OF FUNDS**

The purpose of the Community Benefit Grant program is to provide assistance to nonprofit and small businesses within Nevada County to help address the negative economic impacts of the COVID-19 pandemic per ARPA Sections 602(c) (1)(A) and 603(c)(1)(A).

The Grant Recipient has demonstrated that it experienced a negative impact or economic hardship as a result of the pandemic and is therefore eligible to receive assistance. The following describes the purpose and use of funds for this grant award:

**General Purpose:**

- Mitigate financial hardship, such as declines in revenues due impacts of periods of business closures, and/or suspended business activities such as revenue generating fund raisers due to social distancing requirements or other public health orders;
  - Support for normal operating costs, including payroll and benefit costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
  - Support for programmatic services that assist in addressing the economic hardship experienced by the Grant Recipient and/or the negative economic impacts experienced by its customers; and
  - Implementation of COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers, or partitions, etc.
- To make essential repairs and upgrades to the theatre’s HVAC, smoke alarm, electrical, projector, and lighting equipment to continue to provide an affordable, healthy, and safe performing arts space.

<b>Budget Items</b>	<b>Funds Proposed FY 2021/22</b>	<b>Funds Proposed FY 2022/23</b>	<b>Funds Proposed FY 2023/24</b>
Salaries and Benefits	\$	\$	\$
Services and Supplies	\$	\$	\$
Contracts for Service Delivery*	\$32,000	\$	\$
Equipment Purchases*	\$68,000	\$	\$
Other Expenses*	\$	\$	\$
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$</b>	<b>\$</b>

\*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Contracts: Essential upgrades to HVAC, smoke alarm, and electrical systems: \$32,000  
 Equipment: \$28,000 lighting upgrades and \$40,000 Digital Projector and Drives



Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

**ARPA Eligibility and Reporting Category**

The Community Benefit Grant awards are consistent with ARPA guidelines “to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.”<sup>1</sup> As required by the US Treasury’s Interim Final Rule for the ARPA State and Local Fiscal Recovery Program (SLFRP), payments from the Community Benefit Grant program (ARPA SLFRP Funds) are targeted at programs or services that “address an economic harm resulting from or exacerbated by the public health emergency” and generally fall under ARPA SLFRP Category 2, Negative Economic Impacts.<sup>2</sup> Award funds may cover eligible costs from March 3, 2021 through December 31, 2024.

ARPA Reporting Category (check one):

- 2.9 Small Business Economic Assistance (General)\* ^
- 2.10 Aid to Nonprofit Organizations\*
- 2.11 Aid to Tourism, Travel, or Hospitality
- 2.12 Aid to Other Impacted Industries
- 2.13 Other Economic Support\* ^

Acknowledgment:

Grant Recipient agrees to clearly acknowledge support from the County of Nevada in their programs and related promotional material including publications, websites, newspaper articles, radio interviews, and other media activities. Unless advised to the contrary, an acknowledgement of County of Nevada support must appear on all materials publicizing or resulting from award activities.

The County of Nevada logo and following credit line should be used in acknowledging County support whenever possible: “Funds were provided through the County of Nevada’s American Rescue Plan Act allocation for Community & Economic Resiliency.”

Please indicate how acknowledgement will be accomplished (check all that apply):

<input type="checkbox"/> Website	<input type="checkbox"/> Press Release
<input type="checkbox"/> Email or Email Newsletter	<input type="checkbox"/> Social Media
<input type="checkbox"/> Print Newsletter	<input type="checkbox"/> Program or Promotional Materials
<input type="checkbox"/> Event (please describe)	<input type="checkbox"/> Other (please describe)

<sup>1</sup> US Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule, page 7.  
<sup>2</sup> US Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule, page 11.

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$100,000

Payment Schedule:

	Amount	Payment Timing (Pending Met Conditions if applicable)	Applicable Contingencies to be met prior to Payment
Payment 1:	75% of the Grant Award per fiscal year*	Within 30 Days of executed Agreement	Submission of a vendor quote or other demonstration of intended award use
Payment 2:	25% of the Grant Award per fiscal year*	Once all funds have been spent, documentation on expenditures has been provided to County, and the recipient has completed at least one round of reporting (see Exhibit C for reporting requirements)	

*\*NOTE: For multi-year requests, payments will be 90% of request per fiscal year.*

## EXHIBIT C

### AWARD TERMS AND CONDITIONS

#### ARPA SLFRF GRANT RECIPIENT - FEDERALLY FUNDED

1. **CONFLICTS OF INTEREST.** Grant Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grant Recipient must disclose in writing to the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
  
2. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.**
  - a. Grant Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grant Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grant Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. 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.
  
    - ii. 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.
  
    - iii. 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 C.F.R. Part 19.
  
    - iv. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  
    - v. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  
    - vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  
    - vii. Generally applicable federal environmental laws and regulations.
  
  - c. Statutes and regulations prohibiting discrimination applicable to this award include,

without limitation, the following:

- i. 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 basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII 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, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. 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
  - v. Title II of the Americans with Disabilities Act of 1990, as 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.
- d. As a condition of receipt of federal financial assistance from the Department of the Treasury, Grant Recipient acknowledges and agrees to compliance with the following assurances as a condition of the grant award.
- i. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's (County) program(s), and by extension the Grant Recipient (Sub-Recipient) and activity(ies), so long as any portion of the Recipient's (County) program(s), and by extension the Grant Recipient (Sub-Recipient) or activity(ies) is federally assisted.
    1. Grant Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
    2. Grant Recipient acknowledges that Executive Order 13166,

“Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.

3. Grant Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. The Grant Recipient (sub-grantee), contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients 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, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this 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 the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
5. Grant Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grant Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial



assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grant Recipient for the period during which it retains ownership or possession of the property.

3. **FALSE STATEMENTS.** Grant Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
4. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP3256 awarded to County of Nevada by the U.S. Department of the Treasury."
5. **DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29.**
  - a. Grant Recipient, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:
    - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
    - ii. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
    - iii. does not have a proposed debarment pending; and
    - iv. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
  - b. If there are any exceptions to this certification, insert the exceptions in the following space.
  - c. Exceptions will not necessarily result in denial of award but will be considered in determining Grant Recipient responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
  - d. Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing this Agreement on the signature portion thereof shall also constitute signature of this document.

6. **COUNTY-REQUIRED REPORTING.**

- a. Grant Recipient will be required to submit quarterly “Project and Expenditure Reports” until the funded project is complete to the County or its designated Contract Administrator.
- b. The first report will be due March 31st, 2022.
- c. The County, or its Contract Administrator, will provide a reporting template. (Note: reporting template will be based on the latest US Treasury guidelines, see “Compliance and Reporting Guidance”.) The report may be required to include:
  - i. Project name
  - ii. Identification number (created by the County)
  - iii. Project expenditure category (provided by the County)
  - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
  - v. Primary place of performance
  - vi. Period of performance start and end dates
  - vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
  - viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
  - ix. Project demographic distribution (identify whether the project is serving an economically disadvantaged community; see “Compliance and Reporting Guidance” for more information at [SLFRF-Compliance-and-ReportingGuidance.pdf \(treasury.gov\)](#))
  - x. The County reserve the right to update these requirements based on US Treasury requirements for the ARPA State and Local Recovery Fund program.

**7. MAINTENANCE AND ACCESS TO RECORDS AND REPORTS.**

- a. Records of Support: Grant Recipient shall maintain records and financial documents sufficient to evidence compliance with the American Rescue Plan Act, Treasury’s regulations, and guidance. (Please see: [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)) The County recommends Grant Recipients collect the following records to support compliance, which may include, but are not limited to, copies of the following:
  - i. General ledger and subsidiary ledgers used to account for (a) the receipt of ARPA Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;

- ii. budget records during the grant performance period;
  - iii. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
  - iv. receipts of purchases made related to project;
  - v. contracts and subcontracts entered into using ARPA Fund payments and all documents related to such contracts;
  - vi. all documentation of reports, audits, and other monitoring of contractors, including subcontractors;
  - vii. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; and
  - viii. all internal and external email/electronic communications related to use of ARPA Fund payments.
- b. The County Auditor-Controller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grant Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Grant Recipient for a period of five (5) years after all funds have been expended or returned to County, whichever is later.
- d. Grant Recipient shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County. Grant Recipient agrees to provide documentation or reports, compile data, or make its internal practices and records available to County, the County's Contract Administrator, or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- e. Upon completion or termination of this Agreement, County may request Grant Recipient deliver originals or copies of all records to County. County will have full ownership and control of all such records. If County does not request all records from Grant Recipient, then Grant Recipient shall maintain records as defined below after completion or termination of the Agreement. If for some reason Grant Recipient is unable to continue its maintenance obligations, Grant Recipient shall give notice to County within 30 business days for County to take steps to ensure proper continued maintenance of records.
- f. County and the Comptroller General of the United States, and other authorized Federal agencies and representatives shall have the right to examine Grant Recipient's records at any reasonable time.
- g. Transfer of Records: In the event that Grant Recipient ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of

physical records and electronic data. Grant Recipient shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to activities related to the Grant Award Agreement. County shall promptly advise Grant Recipient which records are to be transferred to the custody of County.

8. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Grant Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
9. **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grant Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grant Recipient is encouraged to adopt and enforce policies for its employees that ban text messaging while driving, and Grant Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**SUMMARY OF MATERIAL TERMS**

**Maximum Grant Award:** \$100,000  
**Contract Beginning Date:** Effective Date,  
**Contract Termination Date:** 12/31/2024  
**Liquidated Damages:** N/A

**LICENSES AND PREVAILING WAGES**

Designate all required licenses:

\_\_\_\_\_

**NOTICE & IDENTIFICATION**

**Grant Recipient:**  
Nevada Theatre Commission

**County of Nevada:**

Contact Person: Serena Cole  
530-265-6161  
nevadatheatre@gmail.com

Contact Person: Caleb Dardick  
(530) 477-2649  
e-mail: caleb.dardick@co.nevada.ca.us

**Grant Recipient is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input checked="" type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> DbA,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**ATTACHMENTS**

Designate all required attachments:

**Exhibit A: Purpose and Use of Funds**  
**Exhibit B: Schedule of Payments**  
**Exhibit C: Award Terms and Conditions**

Req'd

X  
X  
X