

SUBRECIPIENT AGREEMENT TO USE  
CORONAVIRUS RELIEF FUND MONIES FROM THE CARES ACT (CARES)  
BETWEEN CITY OF FERNLEY AND LYON COUNTY

WHEREAS, City of Fernley has received CARES funding from the State of Nevada as a passthrough from the federal government to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, Lyon County has had to modify normal operations to respond to COVID-19. These modifications include public safety/emergency response personnel presumed to be substantially dedicated to fighting COVID-19, etc.; and

WHEREAS, Lyon County is requesting CARES funding to cover eligible costs in responding to COVID-19;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree that the use of cares funds be conveyed to Lyon County by the City of Fernley subject to the following award information, conditions, and limitations:

**A. Award Information**

Awarding Agency: City of Fernley  
Subrecipient Names: Lyon County  
Federal Awarding Agency: US Dept. of Treasury  
CFDA #: 21.019 – Coronavirus Relief Fund (CRF)  
Period of Performance: 03/01/2020 – 12/31/2021  
Amount of Award and Budget: \$320,000

**B. Project Description**

The City of Fernley will award an amount, not to exceed \$320,000 in CARES Funds to Lyon County on a reimbursement basis for the purpose of covering the cost of public safety/emergency response personnel salaries and benefits presumed to be substantially dedicated to fighting COVID-19 for the period from January 1, 2021 – July 31, 2021.

**C. General Conditions**

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The City of Fernley shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. City of Fernley shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the City of Fernley is an independent entity.
2. Lyon County shall hold harmless and indemnify the City of Fernley from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the City of Fernley’s performance or nonperformance of the services or subject matter called for in this Agreement.

3. City of Fernley or Lyon County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City of Fernley or Lyon County from its obligations under this Agreement.
  - City of Fernley may, in its discretion, amend this Agreement to confirm with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City of Fernley and Lyon County.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Lyon County under this Agreement shall, at the option of the City of Fernley, become the property of the City of Fernley, and Lyon County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - City of Fernley may also suspend or terminate this Agreement, in whole or in part, if Lyon County materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City of Fernley may declare Lyon County ineligible for any further participation in City of Fernley's award agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe Lyon County is in noncompliance with any applicable rules or regulations, City of Fernley may withhold funding.

#### **D. Award Assurances**

A signature on this Agreement indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These award funds will not be used to supplant existing financial support for current programs.
4. No portion of these award funds will be subcontracted without prior written approval unless expressly identified in the award agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. Certifications that neither Lyon County 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 regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying.
8. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award.
9. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
10. An organization receiving award funds through the City of Fernley shall not use these funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation off federal, state, or local legislation; or
    - The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through

communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state, or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
11. An organization receiving award funds through the City of Fernley may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio,

television, cable television or other medium of mass communication;  
and

- Not specifically directed at:
  - Any member or employee of congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
  - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
  - Any officer or employee of the United States Government, the State of Nevada, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a Federal, State or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for the award from providing information that is directly related to the award.

12. Lyon County proposed uses of the funds provided as payment under section 601(a) of the Social Security Act will be used only to cover those costs that:
  - a. Are necessary expenditures incurred to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)(“necessary expenditures”);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Lyon County; and
  - c. Were incurred during the period that begins on January 1, 2021 and ends on July 31, 2021.
13. Lyon County understands that any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections.
14. Lyon County understand that funds received pursuant to this certification cannot be used for expenditures for which Lyon County has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

#### **E. Financial Reporting**

Lyon County agrees:

- To request reimbursement, accompanied by supporting documentation, by September 6, 2021, for the actual payroll and benefit expenses for public safety/emergency personnel incurred during the period January 1 through July 31, 2021.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_ day of \_\_\_\_\_, 2021.

Signed by :

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Vida Keller, Chair  
Lyon County Board of Commissioners

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Roy Edgington, Mayor  
Fernley City Council