



Nye County, Nevada

American Rescue Plan Act - Recovery Plan and Policy

State and Local Fiscal Recovery Funds - SLFRF

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GENERAL OVERVIEW

1. Executive Summary

Nye County, as a recipient of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA), has budgeted these funds for several purposes, including responding to the public health emergency and its adverse economic effects due to COVID-19 by assisting communities, households, small businesses, nonprofits or industries hit particularly hard by the Pandemic.

For FY 2023, Nye County has allocated ARPA funds for critical public health response initiatives, pandemic relief efforts, economic recovery, citizens assistance, and to support nonprofit organizations that address urgent needs within the community. These activities have been targeted at the county's socially and economically disadvantaged populations. Specific programs and projects have been implemented, such as vaccine dissemination, emergency supportive food assistance, housing, emergency shelter, childcare assistance, small business recovery, support, transportation, and health care services to prevent the spread of COVID-19.

Key Outcome Goals

Nye County's key outcome goals through the use of SLFRF funds are to provide a robust, strong, and equitable recovery for all residents, businesses, and public servants of Nye County. The impact of the county's programs and projects would be to improve the overall social, health, and economic recovery through efforts that are targeted to those most in need across the county but accessible to all that would benefit from the assistance. The county's key goals include:

- Increase vaccine outreach, distribution, and vaccinations to those that seek the immunization;
- Provide direct housing assistance to prevent homelessness, evictions, and foreclosures;
- Provide small businesses assistance with grant funds to remain open, accelerate their recovery, provide employment and deliver essential services;
- Provide childcare services to support working families and school-aged children impacted by the COVID-19 virus;
- Provide economic, mental, and physical support to front-line and healthcare workers that are essential to the prevention and minimizing the spread of COVID-19;
- Improve EMS services to respond to COVID-19 and reduce hospitalizations;
- Provide support to nonprofits to extend and expand the service delivery to residents impacted by COVID-19;

2. Uses of Funds

The county's approach to providing a robust and equitable recovery from the COVID-19 Pandemic is to identify specific programs and projects that provide direct assistance across the entire county, as well as projects that have a meaningful impact on neighborhoods and communities that are disproportionately underserved and under-resourced. The county engaged its vast network of nonprofit partners, local chambers of commerce, community leaders, and direct constituent feedback to provide input and guidance on the community's specific needs. The county also utilized social media, as well as other media channels, to inform, educate and obtain the input of community leads to ensure low to moderate-income households are prioritized for assistance as well as beneficiaries of regional infrastructure projects. This includes services such as broadband assistance, water, sewer improvements, rental assistance, food and nutrition programs, and childcare.

The following are the projected expenditure levels for the categories and key intended outcome goals as listed below:

A. Public Health

- **Pandemic Refuge Facility**

Cost	Project Description	Intended Outcomes
\$2,430,000	A facility constructed for the purpose of public refuge related to a pandemic, natural disaster, and other large-scale public health/safety/security events	Facilitate public needs related to recovery associated with public health/safety/security events

▪ **Mental Health Initiatives**

Cost	Project Descriptions	Intended Outcomes
\$580,000	<p>Assisting vulnerable populations, including children and families, through nonprofits and Nye County Health and Human Services</p> <p>Expansion of clinical services, case management and continuity of care</p> <p>Expansion of assertive community treatment, intensive mental health and substance abuse services, wraparound support, counseling, and skills training</p> <p>Clinical staff for assessment and trauma-focused services for children, adults, first responders/essential workers</p>	<p>Support the provision of assertive community treatment (ACT) services for persons with serious mental illness and/or co-occurring mental illness and reduce barriers to care with increased engagement</p> <p>Increase protective factors and residency</p> <p>Increase reunification of children and families (CPS cases)</p> <p>Decrease length of incarceration and recidivism for individuals connected to services</p> <p>Improve access to timely evaluations</p>

▪ **Affordable Housing Grants**

Cost	Project Description	Intended Outcomes
\$400,000	<p>Provide resources to local nonprofits or businesses to encourage affordable housing development in Nye County</p>	<p>Encourage developers in the area to build or re-develop existing facilities into affordable housing</p> <p>Encourage local nonprofits to utilize these resources to develop affordable housing projects</p>

- **Public Homeless Assistance**

Cost	Project Description	Intended Outcomes
\$300,000	Assist vulnerable populations, including children & families Housing support and coordination for the homeless with local nonprofits	Expand local nonprofit and Nye County Health and Human Services resources to reduce and prevent homelessness in Nye County

- **PVFRS Equipment**

Cost	Project Description	Intended Outcomes
\$175,000	Construction of signage at fire stations in Pahrump	Expand current communication mechanisms to improve communication with the community related to current or future emergent matters

- **Tonopah Childcare**

Cost	Project Description	Intended Outcomes
\$300,000	Resources to support new business development in the Tonopah area related to childcare	Partner with local groups, including economic development groups, to attract childcare facilities to the Tonopah area

B. Negative Economic Impacts

- **Public Rental, Mortgage, and Utility Assistance Program**

Cost	Project Description	Intended Outcomes
\$882,291	Nye County has allocated funding to assist households unable to pay rent, mortgage, and/or utilities due to the COVID-19 Pandemic	<p>The PRMU Program will provide rent and/or utility assistance for up to twelve (12) months or until funds are exhausted</p> <p>Priority is provided to low-income households at or below 80% of median household income</p> <p>Reduce evictions, foreclosures, and mortgage and rent payment delinquencies to help prevent homelessness</p>

- **Small Business Grant Program**

Cost	Project Description	Intended Outcomes
\$2,000,000	Supplemental Grant Awards have been made available for small business applicants with fewer than 30 employees who are independently owned and operated	Approve over 100 businesses to help them continue operations, increase employment opportunities and resources to remain open, accelerate business recovery, provide funding for additional employment, and deliver essential services

- **Tourism – Visitor Guides**

Cost	Project Description	Intended Outcomes
\$130,000	Provide resources to local tourism agencies to develop visitor guides for each locality, and attract new visitors	Provide financial resources to local tourism agencies to recover from and excel through the Pandemic

- **Premium Incentive Pay**

Cost	Project Description	Intended Outcomes
\$53,046	Provide premium pay to employees of Nye County businesses operating during the Pandemic	Support full-time and part-time essential workers and those who directly supervise such employees, such as supervisory personnel, whose services continued through the Pandemic

C. Water, Sewer, and Broadband Infrastructure

- **Cloud Seeding Program – Nye County Water District**

Cost	Project Description	Intended Outcomes
\$285,000	Nye County Water District will engage with a vendor to provide cloud seeding services	Cloud seeding encourages rain in the Pahrump Valley to recharge the Pahrump Valley aquifer to provide clean drinking water to valley residents

▪ **Cybersecurity – Nye County Information Technology Department**

Cost	Project Description	Intended Outcomes
\$597,556	Cybersecurity Multifactor Authentication and New Harbor	Increase security measures available to Nye County and sub-agencies to ensure continuity of services

D. Administration and Contingency

Cost	Project Description	Intended Outcomes
\$903,655	Administration of ARPA funds by the Nye County Grants Team Contingency funding	Provide funding to the Nye County Grants Team for management of all grant programs associated with ARPA Contingency funding is available for BoCC assignment when necessary

3. Promoting Equitable Outcomes

Nye County has consistently and comprehensively expanded its resources to ensure that all ARPA funds and programs that are funded by ARPA are equitably distributed without any discrimination based on race or ethnicity. Nye County consistently promotes and advertises ARPA funds availability across a similarly diverse network of media and communication partners, including ethnically and diverse local nonprofits, religious and community of faith leaders, chambers of commerce, and the local business community.

4. Community Engagement

Nye County's current and planned use of funds incorporates information dissemination of ARPA grants/applications via the County website, media releases, and social media outlets.

Citizens and businesses are welcome to provide comments and feedback to any of the County elected officials, County Commissioners, the County Finance Office, Grants Team, or other County agencies and departments to ensure all voices are heard, and needs are met. The county also seeks and captures diverse feedback from constituents, community-based organizations, and community members via its call centers, website, and administrative offices. The county's ultimate goal is to ensure all county residents can access, comment on, and help develop the multiple projects and programs designed to assist in recovery and address the negative economic impact of COVID-19.

5. Labor Practices

Nye County emphasizes the utilization of safe and effective labor standards as required by the County and State of Nevada laws and regulations for all of its projects and particularly infrastructure projects. The County's ARPA-funded infrastructure projects will adhere to safety regulations and certifications to ensure quality but also protects the workforce by adhering to OSHA and other workplace standards. Through its procurement processes, Nye County ensures that protocols and labor practices are enforced and adhered to in the review and selection of the most responsible and responsive vendor to deliver high-quality infrastructure projects. The county also emphasizes local hiring of vendors to increase local economic opportunities for county residents. The county supports local vendors that help bridge the gap between local employment and providing the needed projects that benefit the county. The David-Bacon Act requires Federally funded projects to pay prevailing wages on any infrastructure project.

6. Funding Allocation as of 3/23/2022

In this section, list the project and amount of funds used in each project, and the Expenditure Category.

Total Funding Allocation Plan as of 3/23/2022

	1	2	4	5	6
<u>Category</u>	<u>Project</u>	<u>1st Tranche</u>	<u>2nd tranche</u>	<u>Total for Each Category</u>	
Public Health	Nye County Civic Center - Refuge/Pandemic Facility		2,430,000	2,430,000	
Public Health	Mental Health	580,000		580,000	
Public Health	Public Homeless Assistance	300,000		300,000	
Public Health	PVFRS Signage	175,000		175,000	
Public Health	TPH Childcare	300,000		300,000	
Economic Impacts	Rental Assistance - Rent, Mortgage, Utilities	674,705	207,586	882,291	
Economic Impacts	Small Business Assistance - Rent, Inventory, Payroll, etc.	1,000,000	1,000,000	2,000,000	
Economic Impacts	Tourism - All Locations Visitor Guides	130,000		130,000	
Premium Pay	Premium Pay	53,046		53,046	
Infrastructure - Sewer & Water	Cloud Seeding	285,000		285,000	
TBD – Infrastructure	IT-Cyber Security Multi-Factor Auth	85,000		85,000	
TBD – Infrastructure	IT-Cyber Security New Harbor	283,696	228,860	512,556	
TBD – Public Health- Homeless Assistance	Affordable Housing Grants	200,000	200,000	400,000	
Contingency/Payroll 10%		451,827	451,827	903,655	
REMAINING BALANCE		(0)	0	(0)	

Nye County American Rescue Plan Act (ARPA) Policy

Overview

In March of 2021, The American Rescue Plan Act of 2021 (ARPA) authorized a \$350 billion dollar State and Local Coronavirus Fiscal Recovery Fund (Recovery Fund), with \$65.1 billion in direct, flexible aid to every county government in America.

On January 6, 2022, the U.S. Department of Treasury (Treasury) released the Final Rule for the Recovery Fund, which went into effect on April 1, 2022. The Final Rule is attached to this policy, Appendix A.

On September 20, 2022, the Nye County Board of County Commissioners (BoCC) approved the ARPA policy, as presented below. When necessary, the Finance Office may bring forward modifications to the policy based on implementation, facilitation, or clarification due to emerging needs.

Recovery funds may be used to invest in four broad categories:

1. Replace public sector lost revenue.
2. Respond to public health and negative economic impacts.
3. Provide premium pay for essential workers.
4. Invest in broadband, sewer, and water infrastructure.

Appendix B. Recovery Funds shall comply with Federal Uniform Guidance, 2 CFR Part 200. In the event there is a conflict between Federal Uniform Guidance, State statute, and County policy, the most stringent requirement will be enforced.

- CARES Act covered expenses from March 16, 2020, ending on December 30, 2020.
- Nye County Cares Relief Funding (CRF) covered expenses from March 16, 2020, ending December 31, 2021, for most businesses and personal applications.
- Nye County American Recovery Plan Act (ARPA) funds will cover eligible expenses from January 1, 2022, through June 30, 2026. Pursuant to the Final Rule, funds must be obligated no later than December 31, 2024, and local governments have until December 31, 2026 to fully expend the funds.

ARPA funding will be transferred to the county by the Treasury in two tranches:

- The first tranche totaled \$4,518,273.50 and was received by Nye County on August 9, 2021.
- The second tranche totaled \$4,518,273.50 and was received by Nye County on August 11, 2022.
- **The grand total of ARPA funds received by Nye County totals \$9,036,547.**

Recovery Funds may be deposited into an interest-bearing account, with earned interest allowed for general county use or additional ARPA program funding.

All recipients of grant funding through this program are responsible for all applicable taxes on income received. Nye County will not pay income taxes on any applicant's behalf.

All applications are on a first come, first serve basis, and funding for each application will be encumbered upon receipt of the application. All applicants have 10 business days to respond to inquiries for additional information when requested. If the applicant fails to provide information within 10 business days, the application will be denied, and funds will be unencumbered. Applicants can re-apply following a denial when all information is available, though the applicant will lose their place in line. ARPA fund recipients who have been reimbursed for 100% of the entire awarded amount and have successfully met the requirements and conditions of their grant agreement may be eligible to re-apply for ARPA funding one additional time, provided 12 months have passed since the effective date of the first grant agreement and funds are still available in the ARPA program.

Records Retention and Public Records Requests

Applications and all information provided to Nye County are subject to records retention laws. All information associated with the ARPA applications will be purged and shredded following the required records retention timeframe.

All applications, documents submitted, and disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239, Public Records, and other applicable public records law.

Revenue Loss Allowance

Counties may use Recovery Funds to provide general government services, up to the amount of revenue loss experienced using one of two approaches:

1. Standard allowance of up to \$10 million in ARPA funds, OR
2. Calculate annual revenue loss with the Treasury formula, including using a minimum default growth rate of 5.2% per year.

Utilizing the standard allowance simplifies reporting requirements for counties and allows the county to invest the entirety of the Recovery Funds for general government services.

Nye County shall declare the standard allowance, taking the entire ARPA allocation for revenue loss and allocating to spend 100% of the ARPA funds on expenditures related to COVID-19. All programs are described herein, including eligibility, application requirements, reporting requirements, and other relevant information.

By declaring 100% of the ARPA funds as revenue loss and taking the standard allowance, Nye County must track all funding spent with ARPA funds. The county must abide by all Federal, State, and local government laws and statutes.

The following activities are NOT eligible for the use of Nye County's "Revenue Loss" allowance:

1. An extraordinary contribution to a pension fund. Typical contributions associated with payroll costs are acceptable.
2. Debt service payments.
3. Rainy day or reserve accounts.
4. A settlement agreement, judgment, consent decree, or judicially confirmed debt.
5. Activity that conflicts with the purpose of ARPA, including the use of funds that conflict with Covid-19 mitigation practices in line with CDC guidance.
6. Violations of Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance.

Definitions

- In general, Treasury defines a small business as having no more than 500 employees, is independently owned and operated, and is not dominant in its field of operation.
 - Nye County defines a small business, in general, as having no more than 30 employees and being independently owned and operated.
- Treasury defines a nonprofit as a 501C(3) (charitable) or 501C(19) (veteran) tax-exempt organization.
- Treasury defines low-income households at or below 300% of Federal Poverty Guidelines, or 65% of middle income.

Public Health Assistance

Please see the funding allocation plan for projects approved by the BoCC and the level of funding provided in each tranche of funding. The program summary template is attached in Appendix C. The template can be adjusted to meet the project's needs.

Every quarter, applicants and sub-grantees with approved programs shall come before the BoCC to present program status, outcome results, budget status report with current expenditures and balance remaining, and future goals. When the program is completed, a final presentation will be made to the BoCC to summarize the program and results. Failure to provide follow-up reporting will terminate the grant agreement and relinquish future funding.

Nye County Civic Center – Refuge Center

Nye County and sub-agencies will collectively work towards building a centralized location in Pahrump for refuge related to a pandemic, disaster, or other event displacing the population from their homes.

Mental Health Initiatives

All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for funding to meet this community need.

Public Homeless Assistance

All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for funding to meet this community-need.

Affordable Housing Grants

All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for funding to meet this community need.

PVFRS Signage

Funding is approved for this specific community need. The department will execute the program directive and present the final impact and product associated with the program upon completion.

Tonopah Childcare

All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for funding to meet this community need.

Economic Impacts

Please see the funding allocation plan for projects approved by the BoCC and the level of funding provided in each tranche of funding. The program summary template is attached in Appendix C.

Assistance to Households – Rent, Mortgage, Utilities

- Impacted households are those that have experienced an impact from Covid-19 and are:
 - Low-and-moderate income households
 - Households experiencing unemployment or food/housing insecurity
- **All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for funding to aid impacted households. The applying organization will prepare a project summary, budget outline, and timeline for the delivery of programs and present it to BoCC for approval/amendments and approval/denial.**
- Sub-grantee is required to validate income, employment, and insecurities associated with each household's application.
- Every quarter, sub-grantees with approved programs shall come before the BoCC to present program status, outcome results, budget status report with current expenditures and balance remaining, and future goals. When the program is completed, a final presentation will be made to the BoCC to summarize the program and results.
- Follow-up reporting is to be coordinated with the Nye County Grants Team directly.
- Failure to provide follow-up reporting will terminate the grant agreement and relinquish future funding for other programs.

Small Business Assistance

Definitions

- In general, Treasury defines a small business as having no more than 500 employees, is independently owned and operated and is not dominant in its field of operation.
- Nye County defines a small business, in general, as having no more than 30 employees and being independently owned and operated.

Application (see Appendix D for sample Small Business Program Grant Agreement)

- Must include:
 - Current W9.
 - Photo ID for primary business owner/managing member of business and schedule of ownership.
 - Business license, if applicable.
 - If incorporated, a copy of the partnership agreement or articles of organization.
- Impacted businesses seeking ARPA funding must meet the county's definition of a small business.
- All owners of the small business must execute the grant agreement, as evidenced in the schedule of ownership or other related business documentation. Managers or employees of the business are not eligible to apply on the owner's behalf.
- Federally illegal businesses, such as cannabis purveyors, are not eligible to apply.
- Businesses that did not receive funding under CARES and Nye County CRF will be prioritized over businesses that have previously received federal assistance through Nye County. Businesses that successfully received CARES and CRF funding will be included in the second tier of applications, provided the requirements and conditions of the grant agreement were met. A business that did not meet the requirements and conditions of the CARES and/or Nye County CRF grant agreements will not be considered for ARPA funding.
- Aid shall only be provided to businesses operating before the Pandemic and was affected by the required closures beginning March 2020. Typical evidence includes a valid business license, tax returns, or profit and loss statements prior to March 2020. Proof of operations prior to March 2020 is required.
- No start-up costs will be allowed under the Small Business Assistance Program.
- Businesses must be up to date on licensing and inspections as required pursuant to statute and local ordinance.
 - If the applicant is out of compliance, their application will be denied, and they may re-apply following the issuance of proper licensing.

Impacted businesses are those that have experienced one or more of the following:

- Decreased revenue or gross receipts.
- Financial insecurity.

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- Increased costs.
 - Capacity to weather economic hardship.
 - Experiences challenges covering payroll, rent/mortgage, and other operating expenses.
 - Applicants must be able to prove their business was impacted.
 - Final determination of impact to be made by the Comptroller or designee.
 - Documentation to prove qualification. Documentation may include:
 - Profit and loss statements
 - Tax returns
 - Business financials will be investigated for legitimacy, and additional details and/or backup may be requested to validate the applicant's financial position.
 - The application will be denied if the applicant does not provide the additional backup requested.
 - The applicant may appeal a denied application to the Board of County Commissioners.
 - Small businesses can apply for funding assistance directly to Nye County using the county's web-based platform.
 - Applicants have 10 business days from the date of the county request to provide additional information as required to complete the application. Applicants who fail to provide additional information will be denied funding.
 - If an applicant cannot submit the application on the county's web-based platform, the applicant may request an in-person appointment for application submission.

Funding Formula and Requirements

- The funding allowed per business is not to exceed 20% of the last tax year filing business expenditures.
 - Example: ABC Business has not filed 2021 taxes, and on their 2020 taxes, the schedule of expenditures reported \$100,000. ABC Business would be eligible for grant funding not to exceed \$20,000.
- Funding provided to small businesses will be considered a grant and will not be required to be repaid if the business complies with all requirements.
- Funding will only be provided on a reimbursement basis and will not be pre-funded.
- Business applicants must enter into a grant agreement with the county identifying requirements for both parties, a timeline for the grant, and records retention.
- Upon approval of the application, the applicant shall enter into a grant agreement and will have one year from the full execution date to expend funds. A one time no-cost extension will be made available for any business that requests additional time to expend their funding and is fulfilling their grant agreement.
- The application period for small business grant requests will be open for 45 days and then closed for a subsequent 45 days allowing for the review process and awarding of grant funds to eligible applicants. If funds still remains in the small business assistance program, additional application periods will be re-opened.
 - The County Comptroller, or designee, is the final approver of all Small Business grant applications.
 - The County Manager is authorized to execute all small business grant agreements and no-cost extensions.

Other

- Technical assistance grants will be made available through this funding to nonprofits and small businesses to provide counseling or other services to support small business planning associated with this funding.
 - All eligible sub-agencies, nonprofits, and small businesses are eligible to apply for technical assistance funding. The organization will prepare a project summary, budget outline, and program timeline and present them to BoCC for approval/denial.
Quarterly reporting is required.
- Nonprofits may apply for assistance through the Small Business Assistance program and are subject to the same approval process as small businesses.

Reimbursements

- Expenditures eligible for reimbursement shall be dated no earlier than January 1, 2022 and will be accepted through the final date of each grant agreement. Grant agreements shall end no later than June 30, 2026, to ensure compliance with required grant reporting to the federal government and to allow time for grant closeout.
- The applicant shall use county directed means to request reimbursement of expenditures and shall include all backup deemed necessary to comply with Federal requirements.
 - The backup includes, but is not limited to, item(s) requested for reimbursement, proof of payment, and evidence that payment cleared.
 - If any additional backup is necessary, county staff will contact the applicant. The applicant will have 10 business days to comply with the request for additional backup. If the applicant does not comply, the reimbursement request will be denied, and the applicant may submit the reimbursement request at a later date when all required backup has been obtained.
 - Expenditures paid with CARES, CRF funding, or other Federal or State means are not allowable. This practice is considered double dipping and is illegal.
 - Expenditures paid with a credit card must include the invoice paid with the credit card and proof of payment to the credit card company for the expense. If liability to the credit card company still exists, Nye County shall pay the credit card company on behalf of the applicant. In addition to the aforementioned requirements, credit card statements will be required to evidence the expenditure and corresponding payments made by the business.
- The applicant may request technical assistance from the Nye County Grants Team if experiencing issues submitting expenditures.
 - In the event the applicant does not have the means to submit backup electronically, the applicant can schedule an appointment with a Nye County Grants Team member to review backup for submission.

Disputes

- If the applicant disagrees with the Comptroller's approval or denial of their application, the applicant may request an item be placed on the agenda for BoCC review.

Tourism

The BoCC approved \$130,000 specifically for the tourism sub-agencies within Nye County.

- Funding is to be allocated between all towns within Nye County.
- The purpose of the funding is to increase tourism countywide by creating visitor guides, supporting social media campaigns, and generating promotional materials.
- Tourism agencies and sub-agencies within Nye County can apply for this type of funding. The organization will prepare a project summary, budget outline, and program timeline and present them to BoCC for approval/amendments and approval/denial. Quarterly reporting of program goals and outcomes is required including the current program budget remaining and expenditures to date.

Premium Pay

Please see the funding allocation plan for projects approved by the BoCC and the level of funding provided in each tranche of funding.

- Counties may provide premium pay up to \$13 per hour and capped at \$25,000 per individual to eligible workers performing essential work.
- Volunteers are not eligible for premium pay.
- Payments shall be a one-time payment made directly to the applicant.
- Each applicant is eligible for one payment of premium pay.
- The applicant must claim payment as taxable income and is responsible for paying all applicable taxes on the payment.

Requirements for approval of Premium Pay

- The applicant is at, or below, 150% of Nevada or Nye County's average annual wage for all occupations.
- The worker is not exempt from FLSA overtime provisions. Salaried individuals are not eligible to apply.
- Verify their essential work involves regular in-person interactions or regular physical handling of items also handled by others.
- Verify their work was NOT engaged in telework.

The formula for payments shall be 5% of the total annual gross pay

- Calendar year of 1/1/2020-12/31/2020 OR 1/1/2021-12/31/2021.
- IE: Applicant makes \$10 per hour and is a full-time employee. A full-time schedule is 2080 hours annually. $\$10/\text{hour} * 2080 \text{ hours} = \$20,800$ total annual gross. Total annual gross income of $\$20,800 * 5\% = \$1,040$ as a one-time payment.

Applications for Premium Pay are to be submitted through Nye County web-based platform

- Nye County Finance Office reviews income eligibility and validates employment
- W2, tax return, or letter signed by a supervisor may be required for application.
- Nye County will pay individuals directly.
- The County Comptroller, or designee, is the final approver of all Premium Pay applications. If the applicant disagrees with the Comptroller's approval or denial of their application, the applicant may request an item be placed on the agenda for BoCC review.

**Infrastructure – Sewer,
Water, Broadband**

Counties may use Recovery Funds to make a broad range of investments in sewer, water, and broadband / cyber security. Please see the funding allocation plan for projects approved by the BoCC and the level of funding provided in each tranche of funding. The program summary template is attached in Appendix C.

Every quarter, applicants and sub-grantees with approved programs shall come before the BoCC to present program status, outcome results, budget status reports with current expenditures and balances remaining, and future goals. When the program is completed, a final presentation will be made to the BoCC to summarize the program and results. Failure to provide follow-up reporting will terminate the grant agreement and relinquish future funding.

Nye County Water District – Cloud Seeding

- The BoCC approved a \$285,000 project for cloud seeding. The County Manager shall authorize the sub-entity agreement, and a representative from the NCWD will present the results to the BoCC.

Nye County Information Technology Department – Cybersecurity Multi-Factor Authentication

- Funding is approved for this specific need. The department will execute the program directive and present the final assessment and product associated with the program upon completion.

Nye County Information Technology Department – Cyber Security New Harbor

- Funding is approved for this specific need. The department will execute the program directive and present the final assessment and product associated with the program upon completion.

Contingency and Payroll Costs

Please see the funding allocation plan for projects approved by the BoCC and the level of funding provided in each tranche of funding.

Under the umbrella of the Nye County Finance Office, the Nye County Grants Team was approved for two positions to assist with implementing and executing the ARPA policy. These two positions will be funded from payroll costs associated with ARPA and other management staff to offset the impact the program will have on the departments administering the programs and policy.

Contingency funding is set aside for future utilization or emergency projects as they arise associated with ARPA. At a minimum, the BoCC will review funding levels and expenses quarterly and determine the best course of action for contingency when reviewing the funding allocation and policy.

The County Manager is granted the authority to approve a 10% increase to any BoCC approved program associated with a Nye County Department or sub-agency due to inflationary causes or other related increases.



**APPENDIX A – TREASURY
FINAL RULE**

[SLFRF-Final-Rule.pdf](#)
[\(treasury.gov\)](#)

APPENDIX B – 2CFR PART 200

eCFR :: 2 CFR Part 200 --
Uniform Administrative
Requirements, Cost
Principles, and Audit
Requirements for Federal
Awards

APPENDIX C – PROGRAM SUMMARY TEMPLATE

Example Project

Project [Identification Number]: [Project Name]

Funding requested: [Funding amount]

Project Expenditure Category: [Category Name]

Project Overview

- *A description of the project includes an overview of the project's main activities, the approximate timeline, primary delivery mechanisms, partners, if applicable, and intended outcomes.*
- *Link to the website of the project if available*

Use of Evidence

- *Briefly describe the project's goals and whether SLFRF funds are being used for evidence-based interventions, the evidence base for the interventions, and/or if projects are being evaluated through rigorous program evaluations designed to build evidence. If a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design (see Reporting Guidance for additional details that should be included).*
- *Identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.*

Performance Metrics:

- *For your project, report key performance indicators or group projects with substantially similar goals and the same outcome measures. Include both output and outcome measures. Applicants may choose to include some indicators for each project and cross-cutting indicators.*
- *If possible, provide data disaggregated by race, ethnicity, gender, income, and other relevant factors. Data should be presented in a table, and each report should include updated data for the performance period and prior period data.*
 - Examples include:*
 - *Household Assistance and Housing Support:*
 - *Number of people or households receiving eviction prevention services (including legal representation)*
 - *Number of households receiving PRMU funds for mortgage, rental, and utility assistance*
 - *Number of affordable housing units preserved or developed*
 - *Healthy Childhood Environments:*
 - *Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)*
 - *Number of families served by childcare*

**APPENDIX D – EXAMPLE
SMALL BUSINESS PROGRAM
GRANT AGREEMENT**

**NYE COUNTY AMERICAN RESCUE PLAN ACT (ARPA)
RECOVERY PLAN AND POLICY
SMALL BUSINESS GRANT PROGRAM AGREEMENT**

THIS NYE COUNTY AMERICAN RESCUE PLAN ACT (ARPA) RECOVERY PLAN AND POLICY SMALL BUSINESS GRANT PROGRAM AGREEMENT (“Agreement”) is made and entered into by and between Nye County, a political subdivision of the State of Nevada (“Nye County”), and (business name, dba) (the “Grantee”). Nye County and Grantee are at times collectively referred to hereinafter as the “Parties.”

WHEREAS, the ARPA funding may only be used to cover Eligible Expenditures, as defined below, that were incurred beginning on January 1, 2022; and

WHEREAS, Nye County may allocate ARPA funding to Grantee, provided that Grantee spends the allocated ARPA funding in accordance with the Nye County American Rescue Plan Act Recovery Plan and Policy requirements and only for Eligible Expenditures; and

WHEREAS, Nye County intends to distribute grants to eligible small businesses operating in Nye County to provide economic support to such businesses adversely impacted by the COVID-19 public health emergency and reimburse the eligible costs of business interruption required by closures or decreased consumer demand as a result of the COVID-19 public health emergency; and

WHEREAS, Nye County finds it necessary and appropriate to grant ARPA funding to Grantee, for use in accordance with the requirements of the Nye County American Rescue Plan Act Recovery Plan and Policy and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, Nye County and Grantee mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF AGREEMENT. This Agreement is effective on the date signed by both Parties and shall continue in effect until no later than one year, unless earlier terminated by either party in accordance with the terms of this Agreement. Section 9 shall survive the termination of this Agreement.

2. AMOUNT OF GRANT. In reliance on Grantee’s application for grant funding, and all representations and warranties made by Grantee herein, Nye County agrees to pay to Grantee an amount not to exceed \$0.00, disbursable in accordance with Paragraph 5 of this Agreement.

3. ELIGIBLE EXPENDITURES. Grantee shall use the Grant Funds solely for Eligible Expenditures: Working Capital, including but not limited to rent, payroll, inventory, PPE, licensing fees, and utilities, with all use of the Grant Funds by Grantee to be in strict accordance with the requirements of Nye County American Rescue Plan Act Recovery Plan and Policy.

4. DEADLINE FOR USE OF GRANT FUNDS. Grantee shall have one year from the Effective Date of the Agreement to expend the Grant Funds. Any Grant Funds not used by Grantee after one year shall be returned to Nye County within fifteen (15) business days.

5. DOCUMENTATION OF PROSPECTIVE GRANT FUNDS EXPENDITURE(S). Grantee will complete a monthly report of expenditures that includes receipts or proof of expenditures and mail to Nye County:

- a) A one-page report or list of each of those expenditures. The report must contain your business name and reference “Nye County ARPA Small Business Grant Program Report”; and
- b) A copy of the receipt (or other form of verification, i.e., cancelled check) for each expenditure.

Report and accompanying receipts shall be mailed to:

Nye County, Nevada
Attn. Nye County Finance
2101 E. Calvada Blvd. Ste. 200
Pahrump, NV 89048

6. PAYMENT FOR REIMBURSEMENT. Nye County will reimburse the Grantee for all allowable expenses agreed upon by the Parties in accordance to Paragraph 3 of this Agreement and the Nye County American Rescue Plan Act Recovery Plan and Policy. Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. It is understood that this Agreement is funded in whole or in part with Coronavirus State and Local Fiscal Recovery Funds through the American Rescue Plan Act as administered by the United States Treasury and is subject to those regulations and restrictions normally associated with Federally-funded programs and any other requirements that the federal government may prescribe.

7. GRANTEE ELIGIBILITY REPRESENTATIONS. Grantee represents that it was actively operating in Nye County on and before March 1, 2020, and that Grantee was adversely impacted by the closures or restrictions related to the COVID-19 public health emergency. Grantee further represents that it has not received any other grant funding from another source or from any federal Small Business Administration (SBA) program for the same purpose as set forth in Paragraph 3 herein.

8. SUBSEQUENT FUNDING. Notwithstanding anything to the contrary contained in this Agreement, if Grantee is subsequently awarded direct federal funding to address the same COVID-19 related expenses referred to in Paragraph 3 of this Agreement, Grantee shall refund to Nye County within ten (10) calendar days the lesser of: (a) the Grant Funds paid to Grantee under this Agreement; or (b) the subsequent federal funds awarded direct to Grantee.

9. ADMINISTRATION OF GRANT AGREEMENT. The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Grantee and Nye County and notices required under this Agreement shall be sent to the individuals listed below:

Nye County: Nye County, Nevada
Attn. Nye County Finance
2101 E. Calvada Blvd. Ste. 200
Pahrump, NV 89048

Grantee: (Business Name, DBA)

Attn:
(Address)

Tax ID # 123456789

10. NYE COUNTY AUDIT AND INSPECTION OF GRANTEE RECORDS; MONITORING OF GRANT EXPENDITURES. The Grantee receiving funds pursuant to this Agreement shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet Nye County's criteria for Eligible Expenditures incurred due to the public health emergency with respect to COVID-19. Upon request of Nye County, the Grantee shall make available to Nye County for examination all of Grantee's records with respect to all matters covered by this Agreement and will permit Nye County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Grantee shall maintain such records in an accessible location and condition for a period of not less than six (6) years following the termination of this Agreement unless Nye County agrees in writing to an earlier disposition. Grantee agrees to allow Nye County to conduct all reasonably necessary review to verify that the Grant Funds are spent by Grantee in accordance with this Agreement and all applicable requirements. Such review may include requiring Grantee to submit monthly financial and performance reports to Nye County related to Eligible Expenditures of the Grant Funds, site visits by Nye County to Grantee's business premises, and regular contact between Grantee and Nye County regarding Grant Fund expenditures.

11. TERMINATION OF AGREEMENT. Nye County may, upon written notice to Grantee, terminate this Agreement in whole or in part for any reason. Within five (5) business days of any such termination, Grantee shall return to Nye County any unexpended Grant Funds paid to Grantee under this Agreement.

12. INDEPENDENT CAPACITY OF GRANTEE. In the performance of this Agreement, Grantee and its officers, agents, employees, volunteers, and other representatives shall act in an independent capacity, and not as officers, agents, employees, volunteers, and other representatives of Nye County. This Agreement does not create an employment relationship between Grantee and Nye County.

13. PUBLIC RECORDS LAW. Grantee expressly understands and agrees that all documents submitted, filed, or deposited with Nye County by Grantee, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239. Grantee expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against Nye County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION OF NYE COUNTY. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend Nye County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees, agents, volunteers, or other representatives arising out of or related to Grantee's performance under this Agreement. Grantee will defend, hold harmless and/or indemnify Nye County against such claims. Notwithstanding the obligation of Grantee to defend Nye County as set forth in this paragraph, Nye County may elect to participate in the defense of any claim brought against Nye County because of the

conduct of Grantee, its officers, employees, and agents. Such participation shall be at Grantee's own expense and Nye County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

15. CONSTRUCTION OF AGREEMENT. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the portion or provision held to be void. The Parties further agree to attempt to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

16. CHOICE OF LAW. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada, without giving effect to its choice or conflict of law provisions. The Parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

17. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

18. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Grantee or Nye County.

19. ASSIGNMENT. Grantee will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of Nye County.

20. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement. Grantee further represents it is duly organized and validly existing pursuant to the laws of the State of Nevada and is qualified to do business under the laws of the State of Nevada and Nye County. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action of Grantee and constitutes a valid and binding obligation of Grantee.

21. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

(Business Name, DBA & Authorized Signer)

By:

(Business Owner Name)

(Date)

Nye County, Nevada

By:

Timothy Sutton, Nye County Manager

(Date)