

**INTERLOCAL CONTRACT
BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE**

WHEREAS, Las Vegas Metropolitan Police Department ("LVMPD"), is in receipt of FY 20 Internet Crimes Against Children grant funds, CFDA # 16.543; and

WHEREAS, the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office (the "Subrecipient"), a unit of local government located at 911 Parr Blvd., Reno, NV 89512 wishes to conduct programming under the Internet Crimes Against Children grant (the "Project"); and

WHEREAS, LVMPD has agreed to provide FY 20 Internet Crimes Against Children grant funds (the "Funds") to the Subrecipient, such funding to be administered by the LVMPD (LVMPD and Subrecipient referenced collectively as "the parties"), for support of investigations related to Internet Crimes Against Children (ICAC) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct investigations of child sexual exploitation; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

- 1. LVMPD shall provide a maximum of SEVENTY THOUSAND NINE DOLLARS (\$70,009.00) from Fiscal Year 2020 funds for the investigation of child sexual exploitation.**
- 2. Subrecipient agrees to submit requests for reimbursement for allowable expenditures under the line items defined in Attachment "A". Requests for changes to the budget must be approved in writing by LVMPD.**
- 3. Subrecipient will provide LVMPD with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by LVMPD that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for Federal Assurances required under this Contract.**


5. It is specifically understood and agreed by Subrecipient that LVMPD shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from LVMPD or are otherwise not forthcoming, and in such event, LVMPD may terminate this Contract.
6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
 - a. This Contract shall be completed by September 30, 2021 unless extended in writing by LVMPD.
 - b. This Contract may be terminated by any party, for any reason with written notice of at least 60 days.
7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
8. In the event LVMPD desires to increase the amounts set forth in Section 1 and Attachment A, subject to Subrecipient's consent to provide matching funds if necessary, LVMPD, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Attachment A.
9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (2 C.F.R. Part 200, Subpart F) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to LVMPD annually. Letters should be addressed to: Frances Urciel, Analyst, Las Vegas Metropolitan Police Department.
10. Subrecipient agrees to comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.
11. All correspondence and reports concerning this agreement shall be addressed as follows:

Frances Urciel, Analyst
400 S. Martin L. King Blvd.
Las Vegas, NV 89106
(702) 828-8210
F8941U@LVMPD.COM

**INTERLOCAL CONTRACT
BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE**


ENTERED INTO this _____ day of _____, 20_____.

ATTEST:

By: 
Tanaka Wilson,
LVMPD Fiscal Affairs Committee Clerk

Date: 12/27/2020

LVMPD

By: 
Joseph Lombardo, Sheriff
Las Vegas Metropolitan Police Department

Date: 12.27.20

APPROVED AS TO FORM:

By: 
Liesl Freedman, LVMPD General Counsel

Date: 12/18/2020

ATTEST:

By: _____
Janis Galassini
County Clerk

Date: _____

**Washoe County Board of Commissioners
on Behalf of the Washoe County Sheriff's
Office**

By: _____
Bob Lucey
Chair, Board of County Commissioners


Date: _____

APPROVED AS TO FORM

By: _____
Keith Munro
District Attorney

Date: _____

APPROVED AS TO TERMS

By: 
Darin Balaam, Sheriff
Washoe County Sheriff's Office

Date: _____

Attachment "A"
Expenditures Eligible for Reimbursement
FY 20 Washoe County Internet Crimes Against Children Budget
2020-MC-FX-K011
October 1, 2020 through September 30, 2021

Item	Application Budget
Personnel	
Overtime	\$ 23,764.00
Subtotal	\$ 23,764.00
Travel	
Forensic Training - Magnet Forensics	\$ 8,040.00
National Law Enforcement Training on Child Exploitation	\$ 4,005.00
Subtotal	\$ 12,045.00
Equipment	
Subtotal	\$ -
Supplies/ Operating	
Wireless keyboard - desktop	\$ 280.00
Wireless Mouse	\$ 200.00
Laptop keyboard - removable	\$ 375.00
4 Hub adaptable docking station	\$ 145.00
Hard Drives and thumb drives (removable storage)	\$ 17,500.00
Cellebrite Subscription Renewal	\$ 3,900.00
Subtotal	\$ 22,400.00
Other	
Wireless Internet/Cellular Fees	\$ 1,800.00
Forensic Training Pass (Magnet Axiom)	\$ 10,000.00
Subtotal	\$ 11,800.00
GRAND TOTAL	\$ 70,009.00

EXHIBIT "B"

LOCAL and FEDERAL ASSURANCES

Financial and Project Activity Assurances

Upon acceptance of funding from LVMPD, Subrecipient hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Las Vegas Metropolitan Police Department not later than 15 days following the end of the modified quarter schedule below:

June 1-August 31

September 1-November 30

December 1-February 28

March 1-May 31

Requests for reimbursement must be submitted using the LVMPD Quarterly Financial Report form and shall include copies of paid invoices and appropriate payroll detail report as applicable. Unless approved by LVMPD, late reports could delay reimbursement.

2. The final Financial Report must be submitted to LVMPD no later than 30 days following the end of the contract period. Unless approved by LVMPD, late reports could result in non-payment of final claim.
3. LVMPD retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F. R. Part 200, as adopted and supplemented by DOJ in 2 C. F. R. Part 2800 , whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Uniform Guidance 2 C.F.R. Part 220, 2 C.F.R. Part 225 or 2 C.F.R. Part 230, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract, and within current DOJ and grant specific guidelines. Modifications must be requested and approved in advance by submitting an LVMPD Project Change Request form to LVMPD.
7. Grant revenue and expenditure records must be maintained and made available to the LVMPD for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and 2 C.F.R. Part 200, Subpart F, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of 2 C.F.R. 215.

10. Required documentation for the performance of internal audits must be provided to LVMPD within 30 days of request. Grant closeout is contingent upon LVMPD audit and resolution of any discrepancies.
11. The subgrantee agency is required to submit quarterly financial and project activity reports to LVMPD. Due dates for those reports are as follows:

December 15 - (for reporting period September 1- November 30)
March 15 - (for reporting period December 1 to February 28)
June 15 - (for reporting period March 1 to May 31)
September 15 - (for reporting period June 1 to August 31)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. This request will be accompanied by copies of paid invoices and other documentation required by LVMPD to substantiate the request for reimbursement.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by DOJ under the grant application process. Any change in the project scope, needs to be submitted to LVMPD for submittal to DOJ for approval.
15. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the applicable federal granting agency.
16. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
17. If this grant funds any form of written or visual material that identifies employees of LVMPD, prior approval must be obtained from the LVMPD before publishing or finalization. Otherwise, LVMPD recognizes that under Subrecipient policy the results of work performed under this Agreement must be publishable and agrees that Subrecipient and its employees and students engaged in work under this Agreement will be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement.
18. The subgrantee assures the fiscal accountability of the funds received from the LVMPD will be managed and accounted for by the jurisdiction's chief comptroller and internal control and authority to ensure compliance with LVMPD documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
19. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of LVMPD.
20. Neither party shall use any service marks, trademarks, logos or other marks of the other party without the express written approval of the other party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

21. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee, Chief of Police or the state agency director as appropriate*



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

Name: _____ Title: _____

Signature: _____ Date: _____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee, Chief of Police, or the state agency director as appropriate.



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:
- For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
- For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.
- Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee, Chief of Police or the state agency director as appropriate.