



CBE NO. 607444-25

INTERLOCAL AGREEMENT FOR HMIS ADMINISTRATION

togetherforbetter

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 20____ by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and WASHOE COUNTY, hereinafter referred to as "WASHOE COUNTY" for HMIS ADMINISTRATION.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, the McKinney- Vento Act (42 USC 11371-11378) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (PL 111-22) requires Continuums of Care to designate and utilize a single Homeless Management Information System (HMIS) for collection, and reporting of client and program level data of US Department of Housing and Urban Development (HUD) funded programs. Additionally, Continuums of Care (CoC) are to designate a HMIS Lead to manage the continuum's HMIS;

WHEREAS, in 2013 all three Continuums of Care (CoC) in Nevada designated Clark County as the HMIS Lead for their respective CoC. COUNTY is responsible for managing the contract with the HMIS software vendor and ensuring HUD funded recipients' participation in the HMIS;

WHEREAS, WASHOE COUNTY is a recipient of HUD funding to provide housing and housing services to individuals experiencing or at risk of experiencing homelessness. This funding requires the entry of client and program level data into the HMIS; and

WHEREAS, COUNTY and WASHOE COUNTY desire to enter into an agreement whereby the COUNTY shall provide the HMIS Licenses and associated administration to WASHOE COUNTY for the purpose of WASHOE COUNTY being able to provide HUD funded programming and assistance to individuals experiencing or at risk of experiencing homelessness.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

WASHOE COUNTY requires HMIS Administration from the COUNTY for the Program, and COUNTY has agreed to provide HMIS administration services to WASHOE COUNTY. The HMIS Administration services and costs are detailed in the Scope of Work attached to this AGREEMENT as Exhibit A.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from April 1, 2025, through June 30, 2025 with the option to renew for six (6), one year periods.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or WASHOE COUNTY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

WASHOE COUNTY agrees to pay COUNTY for services provided as outlined in Exhibit A, Scope of Work, a not to exceed amount of \$130,062 annually, based on approved budget appropriations.

COUNTY may be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in Exhibit A, Scope of Work.

If COUNTY receives payment that is incomplete, COUNTY will notify WASHOE COUNTY within thirty (30) calendar days of receipt and WASHOE COUNTY will have thirty (30) days to correct payment.

Invoices shall be submitted as follows: HSA-BookkeepingMain@washoecounty.gov and Cpeters@washoecounty.gov

WASHOE COUNTY must notify COUNTY in writing of any changes that may affect issuance of payment and allow thirty (30) days for the change to be processed.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by WASHOE COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and WASHOE COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which WASHOE COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. WASHOE COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve WASHOE COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and WASHOE COUNTY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

Intentionally omitted.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Angela Ranck
 Clark County Social Service
 1600 Pinto Lane
 Las Vegas, Nevada 89106

To WASHOE COUNTY: Attention: Dana Searcy, Division Director
 dsearcy@washoecounty.gov
 350 S. Center. Reno, NV 89501
 and
 Attention: Catrina Peters, Human Services Coordinator
 cpeters@washoecounty.gov
 350 S. Center. Reno, NV 89501
 and
 HSA-Contracts@washoecounty.gov

ARTICLE IX: POLICIES AND PROCEDURES

WASHOE COUNTY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and WASHOE COUNTY.

ARTICLE X: INSURANCE

WASHOE COUNTY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XIII: TERMINATION

This AGREEMENT may be Terminated without Cause Upon thirty (30) days written notice by either party.

If termination is effected by WASHOE COUNTY, WASHOE COUNTY agrees to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

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

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

WASHOE COUNTY:

BY: _____
MARK STEWART
Purchasing and Contracts Manager

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
SARAH SCHAERRER
Deputy District Attorney

**EXHIBIT A
SCOPE OF WORK**

Service Agreement: 2025-2031 Nevada HMIS/CMIS

ITEM & DESCRIPTION	List Price Per Unit Per Month*	Discounted Price Per Unit Per Month
Licensing: Enterprise Seats		
Named user license providing a user standard access to the system	\$65.00	\$25.00
HMIS, CMIS, and Comparable Database Administration (see Exhibit B)	\$125.00	\$77.25
Add-on: Data Analysis (Embedded)	\$10.00	\$10.00
Add-on: Data Analysis (Stand Alone)	\$100.00	\$100.00
One time license set up fee**	\$175	
<p>*Units" = all license types across all systems being supported by Admin Team</p> <p>**License set up fees waived for blocks of 100. Licenses purchased outside of 100 block may be self-purchased during the course of contract term, including renewals, and will incur set-up fees:</p> <p>Enterprise: \$175/seat</p>		

Any additional items that may be required shall be provided at the price list referenced above. The foregoing shall be subject to pre-approval by COUNTY, in writing, pursuant to an Agreement amendment, as referenced in Article V: Amendment/Entire Agreement.

April 1, 2025 – June 30, 2025

ITEM & DESCRIPTION	Units*	List Price	Discounted Price Per Unit Per Month	Annual Total
Licensing: Enterprise Seats				
Named user license providing a user standard access to the system	106	\$65.00	\$25.00	\$7,950
HMIS, CMIS, and Comparable Database Administration	106	\$125.00	\$77.25	\$24,565.50
TOTAL				\$32,515.50

July 1, 2025 – June 30, 2026 and annually thereafter

ITEM & DESCRIPTION	Units*	List Price	Discounted Price Per Unit Per Month	Annual Total
Licensing: Enterprise Seats				
Named user license providing a user standard access to the system	106	\$65.00	\$25.00	\$31,800
HMIS, CMIS, and Comparable Database Administration	106	\$125.00	\$77.25	\$98,262
TOTAL				\$130,062

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL AND STATE FUNDING REQUIREMENTS

This project is expected to be supported with Federal funds. COUNTY is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- (A) Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
- i. If COUNTY fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by COUNTY to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If COUNTY becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - iv. If the WASHOE COUNTY materially breaches any material duty under this Agreement and any such breach impairs the COUNTY's ability to perform; or
 - v. It is found by WASHOE COUNTY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by COUNTY, or any agent or representative of COUNTY, to any officer or employee of WASHOE COUNTY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the WASHOE COUNTY that COUNTY has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- (B) Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by WASHOE COUNTY and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the WASHOE COUNTY, COUNTY shall use its best efforts to minimize the cost to the WASHOE COUNTY and COUNTY will not be paid for any cost that COUNTY could have avoided.
- (C) Equal Opportunity Employment. During the performance of this contract, COUNTY agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (K) Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended
- (L) Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (M) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.
- (N) Access and Retention of Records
- i. COUNTY agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the COUNTY which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. COUNTY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. COUNTY agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (O) Compliance with Federal Law, Regulations, and Executive Orders. COUNTY acknowledges that is Federal financial assistance will be used to fund all or a portion of the contract, the COUNTY will comply with all applicable Federal law, regulations, executive orders.
- (P) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- (Q) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (R) Hatch Act. Neither COUNTY program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- (S) Drug-Free Workplace Requirements. COUNTY agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. COUNTY certifies that it will provide a drug-free workplace by:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee'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;
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- v. Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;
- vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such employee, up to and including termination; 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;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

(T) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The COUNTY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the COUNTY's actions pertaining to this contract.

(U) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The COUNTY will comply with all applicable Federal law, regulations, executive orders.

(V) Solicitations to Women and Minority Owned Businesses. The COUNTY must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
- vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(W) Build America, Buy America Act. The COUNTY and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the COUNTY self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

(X) Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.

(Y) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, COUNTY, or any other party pertaining to any matter resulting from the contract.

EXHIBIT C
LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

EXHIBIT D
DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

COUNTY or subcontractor certifies, to the best of his/her knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

EXHIBIT E
BUILD AMERICA, BUY AMERICA (BABA) ACT

The COUNTY and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- COUNTY is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- COUNTY'S and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the COUNTY certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).