



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

DATE: April 25, 2024

RE: *Approval of Interlocal Service Agreement between the Southern Nevada Health District and the Las Vegas Metropolitan Police Department*

PETITION # 32-24

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement between the Southern Nevada Health District (SNHD) and the Las Vegas Metropolitan Police Department to collaborate on training and enhancement activities related to pre-arrest and pre-trial diversion for those with substance use and those vulnerable to overdose.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*

Cassius Lockett, PhD, District Deputy Health Officer-Operations *CL*

Victoria Burris, MPH, Acting Director of Disease Surveillance and Control/ Communicable Disease Manager *VB*

DISCUSSION:

This is an agreement to support and collaborate with the Las Vegas Metropolitan Police Department's Law Community Engagement/HOT (CEP) Program to expand their training programs through internal capacity building.

FUNDING:

This agreement will provide funding to the Las Vegas Metropolitan Police Department for their collaboration in post overdose response and diversion efforts funded through an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 15PBJA-23-GG-02351-COAP.



**INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
C2400113**

This Interlocal Agreement for Professional Services (“Agreement”) is made and entered into by and between the Southern Nevada Health District (“Health District”) and Las Vegas Metropolitan Police Department (“LVMPD”) (individually “Party” and collectively “Parties”).

RECITALS

WHEREAS, NRS 277.180 authorizes any one or more 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 agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement;

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439, with jurisdiction over all public health matters within Clark County, Nevada;

WHEREAS, LVMPD is a law enforcement agency created pursuant to NRS Chapter 280, serving the residents of the City of Las Vegas and unincorporated areas of Clark County, in addition to visitors to those locations;

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Department of Justice (“DOJ”), Office of Justice Programs (“OJP”), Bureau of Justice Assistance (“BJA”), Award Number 15PBJA-23-GG-02351-COAP, Assistance Listing Number 16.838, project entitled SPORTS – Southern Nevada Post-Overdose Response Team Support, awarded September 25, 2023, with a total amount awarded to Health District of \$1,600,000 (the “Grant”);

WHEREAS, as part of DOJ, OJP, BJA’s Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (“COSSUP”), Health District will engage with select community partners in support of Grant deliverables in efforts to reduce fatal drug overdoses in Clark County, Nevada; and

WHEREAS, as a sub-recipient of Grant funds, LVMPD represents it has the expertise, qualifications and resources available to support the above services as required.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from the date of the last signature affixed hereto through September 30, 2024, unless sooner terminated by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.03 Upon termination, LVMPD will be entitled to payment for services provided prior to date of termination and for which LVMPD has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION. LVMPD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. LVMPD will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$43,979, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. LVMPD will provide Services to Health District under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between Health District and LVMPD will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, and during LVMPD's regular business hours, conduct a fiscal monitoring of LVMPD at any time during the term of the Agreement. LVMPD will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must be available prior to Health District's visit. In the event a regulatory body requests access to LVMPD records for fiscal monitoring, Health District will provide as much advance written notice to LVMPD as is reasonably possible. Health District shall notify LVMPD in writing of any Adverse

Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. LVMPD will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the LVMPD in writing.

6) FEDERAL AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.

6.01 LVMPD must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

6.02 If LVMPD is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the LVMPD is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR §200.501.

6.03 If LVMPD expends total federal awards of less than the threshold established by 2 CFR §200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

6.04 LVMPD must send a copy of the confirmation from the Federal Audit Clearinghouse to contracts@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

6.05 LVMPD is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

6.06 Audit documentation and audit reports must be retained by the LVMPD's auditor for a minimum of five years from the date of issuance of the audit report, unless the LVMPD's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

7) BOOKS AND RECORDS.

7.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully

disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years from the date of termination of this Agreement; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

7.02 Health District shall, at all reasonable times, have access to LVMPD's records, calculations, presentations and reports for inspection and reproduction.

- 8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District
Contract Administrator
Legal Department
280 S. Decatur Blvd
Las Vegas, NV 89107

Las Vegas Metropolitan Police Department
Attn: Gillian Culver
Budget Section
400 S. Martin L. King Boulevard, Bldg B
Las Vegas, NV 89106

- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended from time-to-time, or personally identifiable information will be shared with LVMPD during the course of this Agreement. Accordingly, no Business Associate Agreement is required. Consistent with state and federal privacy laws, LVMPD will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance. No such confidential information will be released to any third party without Health District's prior written consent.

- 10) MUTUAL COOPERATION. Each Party shall fully cooperate with the other in the furtherance of this Agreement, and will provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

10.01 The Parties shall take additional actions or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other

rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

12) **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

13) **GENERAL PROVISIONS.**

13.01 **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

13.02 **ASSIGNMENT.** LVMPD shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.

13.03 **USE OF NAME AND LOGO.** LVMPD may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. LVMPD agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, LVMPD's right to use the Health District's name and/or logo.

13.04 **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

13.05 **STATEMENT OF ELIGIBILITY.** The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

13.06 **INTEGRATION CLAUSE.** This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.

13.07 **COMPLIANCE WITH LEGAL OBLIGATIONS.** LVMPD shall perform the Services in

compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200 and 45 CFR Part 75.

- 13.08 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 13.09 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. LVMPD may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as LVMPD sees fit, so long as the performance of such services does not interfere with LVMPD's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 13.10 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Neither Party will be subject to Agreement-related punitive damages.
- 13.11 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 13.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 13.13 PUBLIC RECORDS. Health District is a public entity subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 13.14 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 13.15 STATEMENT OF ELIGIBILITY. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded,

debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If LVMPD status changes at any time pursuant to this Subsection 13.17, LVMPD agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.

- 13.16 CODE OF CONDUCT. By executing the Agreement, LVMPD acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>

- 13.17 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____
Fermin Leguen, MD, MPH
District Health Officer
Health District UEI: ND67WQ2LD8B1

By: _____
Kevin McMahill
Sheriff
LVMPD UEI: DCJLHJL4WQ94

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to form.
Signatures to be affixed after approval by
Southern Nevada District Board of Health.**

By: _____
Edward Wynder, Esq.
Associate General Counsel
Southern Nevada Health District

**ATTACHMENT A
Scope of Work**

A. Description of Services, Scope of Work and Deliverables, Performance Period January 29, 2024 through September 30, 2024.

A.1 LVMPD will assist Health District with the following activities:

<u>Objective</u>	<u>Activities</u>	<u>Output</u>	<u>Due Date</u>	<u>Evaluation</u>
1. Goal 1: Receive training and education as well as learn best trends and practices from other agencies regarding prescription drugs, opioids, and other illicit drugs.				
1.1. CIT International Conference; Detroit, Michigan (August)	1.1.1 LVMPD Community Engagement/HOT Program (“CEP”) officers will attend training and exchange ideas with other policing agencies who have a law enforcement drug diversion program. LVMPD members will learn about the deterrence, handling of citizens with drug dependence, triumphs and practices to better grow LVMPD’s program.	The number of officers who attended the training will be reported upon completion of the conference.	October 2024	Quarterly report – Copy of course agenda
1.2. RX and Illicit Drug Summit conference; Atlanta, Georgia (April)	1.2.1. LVMPD’s officers will attend educational events to be shared while joining annual stakeholder gatherings to discuss what is working in diversion, prevention, and treatment.	The number of officers who attended the training will be reported upon completion of the conference.	July 2024	Quarterly report – Copy of course agenda

1.3. RISE conference; Houston, Texas (June)	1.3.1. LVMPD's CEP Law Enforcement Intervention for Mental Health and Addiction program ("LIMA") officers will attend training and educational classes to learn about and discuss what is working in diversion, prevention, and treatment.	The number of officers who attended the training will be reported upon completion of the conference.	July 2024	Quarterly report – Copy of course agenda
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<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
2. Goal 2: Continue training other officers about drug diversion resources throughout the LVMPD.				
2.1. LVMPD's CEP employees will continue to train officers about non-violent drug offenders.	<p>2.1.1. LVMPD's CEP Unit will continue to train officers throughout the LVMPD. Visits will be made to each patrol briefing occurring at each area command.</p> <p>2.2.1. In-person training classes will be available to be scheduled through the LVMPD Organizational Development Bureau Advanced Training Section as well as training material will be made accessible in University of Metro Las Vegas. Information obtained from the CIT International, RX and Illicit Drug Summit and RISE conferences will be shared with attendees.</p>	The number of officers trained per area command will be reported each quarter.	Ongoing through the performance period.	Quarterly report of outcomes

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
3. Goal 3: Provide direct connection to resources to citizens in need of behavioral health support with a clinician from a partnering agency.				

3.1. LVMPD’s Office of Community Engagement officers will connect citizens in need of behavioral health services with a clinician from Clark County Social Services or the Eighth Judicial District Court	3.2.1. When linking a citizen with a behavioral health clinician, the LVMPD’s CEP will track and report the type of call the officer responded to resulting in the need for diversion services.	The number of citizens assisted by clinicians will be reported each quarter.	Ongoing through the performance period	Quarterly report of outcomes
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<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
4. Goal 4: Utilize overtime funds to pay officers during non-work to participate in pre-planned, proactive site visits to provide diversion resources. Overtime funds may also be used to train LVMPD officers during non-work hours.				
4.1. Overtime will aid CEP to respond during non-work hours to assist those in need of immediate diversion.	<p>4.1.1. CEP, LIMA, and Crisis Intervention Team (“CIT”) officers will complete case reviews to lessen the backlog of citizens who need behavioral health support. The case reviews will prepare the officer with background information to determine if a clinician is required and to ensure the best resources are offered during the home visit.</p> <p>4.1.2 LIMA and CIT officers assigned to CEP will deploy to complete site visits at the citizens home or in/out- patient facility who need behavioral health assistance by connecting the person in need with a collaborating clinician. If the social service provider is unable to respond in-person, the officer will provide resource guides to provide information where the citizen may find housing, mental health, and a myriad of other assistance.</p>	<p>The number of and type of case reviews will be reported each quarter.</p> <p>The number of call outs will be reported each quarter.</p>	Quarterly	Quarterly report of outcomes

4.2. Overtime will be used to pay LVMPD's CEP officers when training sessions are requested outside of work hours.	4.2.1. Officers assigned to CEP will provide in-person training classes during normal work hours as well as during non- work hours to provide training to various shifts of officers. Visits will also be made to area commands during normal work hours, but some overtime will be used to make it possible to visit the patrol briefing during various work shifts at LVMPD's ten (10) different area commands.	The number of employees who receive training will be reported each quarter.	Quarterly	Quarterly report of outcomes
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A.2 LVMPD will:

- (a) Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure LVMPD is on track with project deliverables.
- (b) Work closely with Health District project staff to ensure proper close-out of Grant related obligations.

**ATTACHMENT B
PAYMENT**

A. Payments to LVMPD during Budget Period January 29, 2024 through September 30, 2024 are not-to-exceed **\$43,979**. Categorized Total Estimated Amounts Budgeted eligible for reimbursement to LVMPD for work actually performed and billed are detailed below:

Budget Period January 29, 2024 through September 30, 2024						
<u>CATEGORY: PERSONNEL</u>				Total Estimated Amount Budgeted:		\$18,060
<u>List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.</u>						
<u>Position</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Overtime - PO II (Training) (Year 1 to 3)	\$10,912.00	0.000%	100.000%	12	100.00%	\$10,912
Overtime - PO Sgt (Training) (Year 1 to 3)	\$5,356.00	0.000%	100.000%	12	100.00%	\$5,356
Overtime - PO Lt (Training) (Year 1 to 3)	\$1,792.00	0.000%	100.000%	12	100.00%	\$1,792
<u>Justification:</u>						
<p>Personnel</p> <p>LVMPD requests \$18,060 to pay for overtime costs. The funds will cover an approximate 12-month period. During non-work hours, LVMPD’s Community Engagement/HOT Program (“CEP”) Behavioral Health Unit officers will proactively complete 5-7 case file reviews per shift. Depending on the time it takes to complete the case reviews, officers may respond to the residence of 5-7 citizens who requiring interactive mental health and immediate diversion assistance during the same shift or during an ensuing work period. When a request is submitted for diversion, CEP will position officers to complete site visits in collaboration with clinicians from the Eighth Judicial District Court and Clark County Social Services at the citizen’s home, in/out-patient facility and occasionally the Clark County Detention Center. Officers will work roughly eight hours during an overtime shift.</p> <p>During non-work hours, LVMPD officers will train patrol officers in 10 different area commands regarding the Law Enforcement Intervention for Mental Health and Addiction team and diversion options. Area commands, located in specific locations in Clark County, house police officers and police supervisors, who attend patrol briefings prior to each shift, so one to two CEP officers will attend briefings and train groups of officers on the opioid trends and benefits of diverting drug offenders. Most of the training will be completed during regular work hours, but there will be times when lessons will need to be provided outside of work hours and grant funds will be used to pay</p>						

for training provided in overtime.

§ PO II (Training)

o \$10,912

- \$62- Average overtime rate
- 176 - Average hours to be worked

§ PO Sgt (Training)

o \$5,356

- \$103 - Average overtime rate
- 52 - Average hours to be worked

§ PO Lt (Training)

o \$1,792

- \$128 - Average overtime rate
- 14 - Average hours to be worked

CATEGORY: TRAVEL

Total Estimated Amount Budgeted: \$18,737

LVMPD will utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (58.0 cents) as a guide unless LVMPD's policies specify lower rates for these expenses.

Out-of-State Travel

\$18,737

<u>CIT International Conference (Detroit, MI)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,120	1		3	\$3,360	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$64	1	4.5	3	\$864	

Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$133	1	4	3	\$1,596	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$6,312
<u>RX and Illicit Drug Summit (Atlanta, GA)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,000	1		3	\$3,000	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$74	1	4.5	3	\$999	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$163	1	4	3	\$1,956	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$6,447

<u>RISE (Houston, TX)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,030	1		3	\$3,090	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$69	1	4.5	3	\$932	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$122	1	4	3	\$1,464	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$5,978
<u>Justification:</u> LVMPD requests \$18,737 in travel reimbursements to send three (3) officers to three (3) training conferences. The classes have speakers who specialize in mental health and diversion topics associated with the opioid epidemic.						
<u>CATEGORY: TRAINING</u>						
					Total Estimated Amount Budgeted: \$7,182	
<u>CIT International Conference Registration (CIT Intl. Members) (Detroit, MI)</u>			\$1,275.00			
<u>CIT International CIT Coordinator's Certification Course Registration (Detroit, MI)</u>			\$1,125.00			

<u>CIT Annual Membership</u>			\$72.00			
<u>RX and Illicit Drug Summit Conference Registration (Atlanta, GA)</u>			\$2,025.00			
<u>RISE Conference Registration (Houston, TX)</u>			\$2,685.00			
<p>1. LVMPD will send three (3) CEP team members to attend the CIT International Conference in Detroit, Michigan, which provides the substance necessary to encourage community and local solutions to assist those with addictions and mental health issues</p> <p>2. LVMPD will send three (3) CEP team members to the RX and Illicit Drug Summit conference, held in Atlanta, Georgia, which will provide current and relevant training to the Law Enforcement Intervention for Mental Health and Addiction team, specifically on new trends regarding the treatments working for those with addictions.</p> <p>3. LVMPD will send three (3) CEP team members to the RISE conference, held in Houston, Texas, which will provide current and relevant training to LVMPD’s Law Enforcement Intervention for Mental Health and Addiction team, specifically on new trends surrounding those with substance and mental health illnesses.</p>						
TOTAL DIRECT CHARGES						\$43,979
<u>CATEGORY: INDIRECT CHARGES</u>	Indirect Methodology: 0% indirect is charged					\$0
Budget Period January 29, 2024 through September 30, 2024, Total Not-to-Exceed Amount:						\$43,979

- A.1 LVMPD must receive documented approval from Health District prior to redirecting any portion of a calculated Total Estimated Amount Budgeted from any one Category for use in another Category.
 - (a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.
- A.2 Services provided by LVMPD outside of the Budget Period date range will not be eligible for payment. Under no circumstances will LVMPD be reimbursed for any amount in excess of the Total Not-to-Exceed Amount for Budget Period January 29, 2024 through September 30, 2024 as shown above.
- A.3 Payments shall be based on Health District approved LVMPD invoices in accordance with this Agreement. LVMPD will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for

each allowable item as agreed upon by the Parties as identified in the Agreement, and will reference this Agreement number C2400113.

- (a) LVMPD will bill Health District for reimbursement of services actually provided in a timely manner. Additionally, LVMPD will submit its final Request for Reimbursement to Health District for Budget Period January 31, 2024 through September 30, 2024 no later than October 21, 2024.
- (b) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by the LVMPD in accordance with cost principles applicable to this Agreement.
- (c) LVMPD invoices shall be signed by the LVMPD's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
- (d) Invoices are subject to approval by Health District project and fiscal staff.
- (e) LVMPD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties. Additionally, the Health District may terminate this Agreement for cause as described in Section 1 of the Agreement, and may withhold payment to LVMPD, and/or require that LVMPD return some or all payments made with Grant funds to Health District.
- (f) Except as is specifically listed as unallowable activity in Attachment C, Subsection A.5, cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

A.4 Health District will not be liable for interest charges on late payments.

A.5 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

As a subrecipient of Grant funds, LVMPD agrees to ensure its compliance as is applicable with the following requirements:

- A. Grant specific requirements relating to the use of Grant funds:
- A.1 COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 54. LVMPD (and any LVMPD subrecipient) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
 - A.2 COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NON-DISCRIMINATION—28 C.F.R. PART 38. LVMPD (and any LVMPD subrecipient) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
 - A.3 COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 42. LVMPD (and any LVMPD subrecipient) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
 - A.4 The Office for Civil Rights ("OCR"), OJP, DOJ has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services ("COPS"), and the Office on Violence against Women ("OVW") are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from

discriminating in services and employment because of race, color, national origin, religion, disability, sex, sexual orientation and gender identity. Sub-recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, visit:

<https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

- (a) Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.
- (b) These reviews and audits permit the OCR to evaluate whether sub-recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.
- (c) If LVMPD is a subrecipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and LVMPD is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (“EEOP(s)”); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).
- (d) The OCR is available to help LVMPD meet the civil rights requirements that are associated with DOJ grant funding. If LVMPD requires OCR assistance in fulfilling LVMPD’s civil rights or nondiscrimination responsibilities as a subrecipient of federal financial assistance, questions may be submitted to OCR at askOCR@ojp.usdoj.gov.

A.5 MEMO REGARDING NATIONAL ENVIRONMENTAL PROTECTION ACT (“NEPA”), NEPA LETTER TYPE OJP – CATEGORICAL EXCLUSION. Grant funds will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (a) New construction.
- (b) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

- (c) A renovation that will change the basic prior use of a facility or significantly change its size.
- (d) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (e) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

A.6 COMPLIANCE WITH RESTRICTIONS ON THE USE OF FEDERAL FUNDS--PROHIBITED AND CONTROLLED EQUIPMENT UNDER OJP AWARDS. Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires LVMPD and any LVMPD subrecipient, to put in place specified controls prior to using federal funds under the Grant to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Grant condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

A.7 COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES). LVMPD (and any LVMPD subrecipient) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

- (a) LVMPD also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- (b) Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this Agreement, LVMPD will contact Health District to facilitate guidance from the DOJ awarding agency..

A.8 APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS. 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 (together, the "Part 200 Uniform Requirements") apply to this award from OJP. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

- (a) Record retention and access: Records pertinent to the award that the subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.
 - (b) In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, LVMPD is to contact Health District promptly to facilitate clarification with OJP.
- A.9 COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS. LVMPD (and any LVMPD subrecipient) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
- A.10 REQUIREMENT FOR DATA ON PERFORMANCE AND EFFECTIVENESS UNDER THE GRANT. Health District must collect and maintain data from LVMPD that measure the performance and effectiveness of work under this award, and LVMPD must timely cooperate with Health District's collection efforts. The data must be provided by Health District to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
- A.11 COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the

OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. LVMPD agrees to comply with the DOJ Grants Financial Guide.

A.12 COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS. LVMPD (and any LVMPD subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

- (a) Should a question arise as to whether a particular use of federal funds by LVMPD (or any LVMPD subrecipient) would or might fall within the scope of an appropriations-law restriction, LVMPD is to contact Health District to facilitate OJP guidance, and may not proceed without the express prior written approval of Health District.

A.13 EFFECT OF FAILURE TO ADDRESS AUDIT ISSUES. LVMPD understands and agrees that the Health District may withhold payment of Grant funds, or may impose other related requirements, if (as determined by Health District and/or the DOJ awarding agency) LVMPD does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms the Agreement), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

A.14 REQUIREMENTS OF THE GRANT; REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS. The conditions of this Agreement are material Grant requirements. Compliance with any assurances or certifications submitted by or on behalf of LVMPD that relate to conduct during the period of performance also is a material requirement for use of Grant funds.

- (a) Limited Exceptions. In certain special circumstances, Health District and/or the DOJ may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the Grant. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the Agreement.

- (b) By signing and accepting this Agreement, the authorized LVMPD's signing

official accepts all material requirements of the Grant, and specifically adopts, as if personally executed by LVMPD's signing official, all assurances or certifications submitted by or on behalf of LVMPD that relate to conduct during the period of performance.

- (c) Failure to comply with one or more Grant requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the term of the Agreement-- may result in Health District and/or OJP taking appropriate action with respect to LVMPD and the Grant. Among other things, the Health District and/or OJP may withhold Grant funds, disallow costs, or suspend or terminate the Sub-award. Health District and/or DOJ, including OJP, also may take other legal action as appropriate.
- (d) Any materially false, fictitious, or fraudulent statement to the federal government related to the Grant (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
- (e) Should any provision of a requirement of the Grant be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this Agreement..

A.15 EMPLOYMENT ELIGIBILITY VERIFICATION FOR HIRING UNDER THE GRANT.

- 1) LVMPD (and any LVMPD subrecipient) must:
 - (a) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant funds, LVMPD (or any LVMPD subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - (b) Notify all persons associated with LVMPD (including any LVMPD subrecipient)) who are or will be involved in activities under this award of both:
 - (1) this award requirement for verification of employment eligibility, and
 - (c) (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

- (d) As part of the recordkeeping for the Grant (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 2) Monitoring
 - (a) LVMPD's monitoring responsibilities include monitoring of LVMPD subrecipient compliance with this condition.
- 3) Allowable costs
 - (a) To the extent that such costs are not reimbursed under any other federal program, Grant funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
- 4) Rules of construction
 - (a) Staff involved in the hiring process. For purposes of this condition, persons "who are or will be involved in activities under the Grant specifically includes (without limitation) any and all LVMPD (or any LVMPD subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant funds.
 - (b) Employment eligibility confirmation with E-Verify. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, LVMPD (or any LVMPD subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of LVMPD uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant funds.
 - (c) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
 - (d) Nothing in this condition shall be understood to authorize or require LVMPD, any LVMPD subrecipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
 - (e) Nothing in this condition, including in the above paragraph 4.b., shall be understood to relieve LVMPD, any LVMPD subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to the U.S. Department of Homeland Security. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

A.16 OJP Training Guiding Principles. Any training or training materials that LVMPD, or any LVMPD subrecipient, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

A.17 Determination of suitability to interact with participating minors. SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

(a) LVMPD, and any LVMPD subrecipient, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

(b) The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Grant condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

A.18 Potential imposition of additional requirements. LVMPD agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if LVMPD is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

A.19 Restrictions and certifications regarding non-disclosure agreements and related matters. Neither LVMPD or LVMPD subrecipients, nor any entity that receives a procurement contract or subcontract with any funds under the Grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by Health District or DOJ, to contravene requirements applicable to Standard Form 312 (which

relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1) In executing this Agreement, , LVMPD--
 - (a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2) If the LVMPD does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - (a) it represents that--
 - (1) it has determined that no other entity that LVMPD proposes may or will receive Grant funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - (b) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under the Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Grant funds to or by that entity, will provide prompt written notification to Health District, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Health District.

A.20 Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously

codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

- (a) Effective as of September 1, 2017, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

- A.21 Requirement to report actual or imminent breach of personally identifiable information (PII). LVMPD (and any LVMPD subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). LVMPD's breach procedures must include a requirement to report actual or imminent breach of PII to Health District and an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- A.22 Requirement to disclose whether LVMPD is designated "high risk" by a federal grant-making agency outside of DOJ. If LVMPD is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this Agreement, the LVMPD must promptly disclose that fact and certain related information to Health District by email at procurement@snhd.org. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to LVMPD's past performance, or other programmatic or financial concerns with LVMPD. LVMPD's disclosure must include the following: 1. The federal awarding agency that currently designates LVMPD high risk, 2. The date LVMPD was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

- A.23 Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning

employees from text messaging while driving any vehicle during the course of performing work funded by the Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

A.24 All LVMPD subawards must have specific Health District and federal authorization. LVMPD (and any LVMPD subrecipients) must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

(a) As the pass-through funding entity, Health District will facilitate all Agreement-related activities concerning authorization of any LVMPD subawards. For informational purposes only, the details of the requirement for federal authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Grant condition: All subawards must have specific federal authorization via Health District as the pass-through entity), and are incorporated by reference here.

A.25 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. LVMPD, and any LVMPD subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

(a) As the pass-through funding entity, Health District will facilitate all Agreement-related activities concerning advance approval to use a non-competitive approach in a procurement contract under the Grant. For informational purposes only, the details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Grant condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference herein.

A.26 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award). LVMPD, and any LVMPD subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of LVMPD, LVMPD subrecipients, or individuals defined

(for purposes of this condition) as "employees" of LVMPD or of any LVMPD subrecipient.

- (a) The details of the LVMPD's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Grant condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

A.27 Reporting potential fraud, waste, and abuse, and similar misconduct. LVMPD, and any LVMPD subrecipients, must promptly refer to Health District and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

- (a) Potential fraud, waste, abuse, or misconduct involving or relating to funds under the Grant should be reported to Health District and the OIG by—(1) Prompt notification to Health District at ComplianceSpecialist@snhd.org AND Contracts@snhd.org; and (2) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (3) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (4) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

A.28 Requirements related to System for Award Management and Universal Identifier Requirements. LVMPD (and any LVMPD subrecipient) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

- (a) LVMPD also must comply with applicable restrictions on LVMPD subawards, including restrictions on subawards to entities that do not acquire and provide (to LVMPD) the unique entity identifier required for SAM registration.
- (b) The details of the LVMPD's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Grant condition: System for Award Management (SAM) and Universal Identifier Requirements), and are

incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- A.29 Restrictions on "lobbying". In general, as a matter of federal law, federal funds awarded by OJP may not be used by LVMPD, or any subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
- (a) Another federal law generally prohibits federal funds awarded by OJP from being used by theLVMPD, or any LVMPD subrecipient, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.
 - (b) Should any question arise as to whether a particular use of federal funds by LVMPD (or LVMPD subrecipient) would or might fall within the scope of these prohibitions, the LVMPD is to contact Health District for facilitation of OJP guidance, and may not proceed without the express prior written approval of Health District.
- A.30 Restrictions on "lobbying". In general, as a matter of federal law, federal funds awarded by OJP may not be used by LVMPD, or any LVMPD subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)
- (a) Another federal law generally prohibits federal funds awarded by OJP from being used by LVMPD , or any LVMPD subrecipient, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

- (b) Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, LVMPD is to contact Health District for facilitation of OJP guidance, and may not proceed without the express prior written approval of Health District.
- A.31 Confidentiality of data. LVMPD (and any LVMPD subrecipient) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
- A.32 Justice Information Sharing. Information sharing projects funded by the Grant must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. LVMPD (and any LVMPD subrecipient) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. LVMPD (and any LVMPD subrecipient) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- A.33 Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. LVMPD (and any LVMPD subrecipient) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- A.34 LVMPD agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any Grant-related .
- A.35 Protection of human research subjects. LVMPD (and any LVMPD subrecipient) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject to informed consent.
- A.36 Required monitoring of subawards. LVMPD must monitor LVMPD subrecipients receiving Grant funding in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this Grant in any subaward. Among other things, LVMPD is responsible for oversight of LVMPD

subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Grant funds by LVMPD subrecipients. LVMPD agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

A.37 LVMPD agrees to submit to Health District for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least forty-five (45) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under the Grant, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. 15PBJA-23-GG-02351-COAP awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

A.38 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

(a) The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

A.39 LVMPD must ensure that Limited English Proficiency persons have meaningful access to Grant-funded services. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, LVMPD is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

The U.S. Department of Justice has issued guidance for grantees and subrecipients to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- A.40 Limit on use of Grant funds for LVMPD' (and LVMPD subrecipients') employees' salaries. With respect to the Grant, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of LVMPD (or LVMPD subrecipients) at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An Grant recipient or subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- (a) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which the Grant is made, to be coordinated by Health District as the pass-through entity.
- A.41 LVMPD integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. LVMPD must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP Grant or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").
- (a) The details of LVMPD's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here. LVMPD will ensure Health District receives prompt notice of any SAM and FAPIIS reporting made by submitting copies of reports to both Contracts@snhd.org and ComplianceSpecialist@snhd.org.
- A.42 Regarding medication-assisted treatment (MAT), LVMPD understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.
- A.43 By executing the Agreement, LVMPD certifies it has read and understands the information presented in this Section A of this Attachment C, Additional

Grant Information and Requirements.

- B. 2 CFR §200.317, PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 200.318 through 200.327.
- C. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. LVMPD agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
 - C.1 2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As is appropriate and to the extent consistent with law, LVMPD should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- D. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, LVMPD agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - D.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - D.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - D.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor.”

- D.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be 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.

- D.6 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.
- D.7 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 contain a provision that requires the non-Federal award to agree to 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).
- D.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- D.9 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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.
- (a) Furthermore, each of LVMPD’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- D.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.

- D.11 PROCUREMENT OF RECOVERED MATERIALS. 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 by 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.
- E. LVMPD will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of “Build America, Buy America (BABA) requirements across government. OMB’s proposed action, dated February 9, 2023, can be reviewed online at <https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-for-grants-and-agreements>. Public Law 117-58 may be reviewed online at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.
- F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. LVMPD certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and LVMPD has not and will not use federal funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract to procure or obtain;
 - (i) equipment, services, or systems using covered telecommunications equipment

or services as a substantial or essential component of any system, or as a 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).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

F.1 See Public Law 115—232, section 889 for additional information.

F.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.