

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
CLARK COUNTY LED UPGRADES

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Clark County Public Works, a political subdivision of the State of Nevada, 500 South Grand Central Parkway, Las Vegas, NV 89155-4000, (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for ensuring that Local Public Agency Projects receiving federal funds receive adequate supervision and inspection to ensure that such Projects are completed in conformance with approved plans and specifications; and

WHEREAS, the COUNTY is willing to agree to complete the purchase of up to eleven thousand one hundred ninety-three (11,193) sets of LED Streetlight Equipment for various locations as outlined in the Project Scope, attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Southern Nevada (RTCSNV) for Federal Carbon Reduction Program (CRP) funds; and

WHEREAS, the COUNTY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the COUNTY's Universal Entity Identifier (UEI) Number DFMDGFTBJB4 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the COUNTY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal CRP funding for the PROJECT in a maximum amount of Three Million and No/100 Dollars (\$3,000,000.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

6. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

7. To authorize the COUNTY to proceed with the PROJECT, once all certifications have been completed, and the funding authorized by FHWA.

8. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

9. To assign a Local Public Agency Coordinator to act as the DEPARTMENT's representatives to monitor the COUNTY's compliance with applicable Federal and State requirements.

10. To reimburse the COUNTY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - COUNTY AGREES:

1. To perform or have performed by consultant forces: (a) the purchase of LED Streetlight Equipment for up to eleven thousand one hundred ninety-three (11,193) fixtures pending replacement; (b) the completion of the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771; and (c) the acquisition of environmental permits and clearances. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To proceed with the PROJECT purchase only after receiving a written "Notice to Proceed" from the DEPARTMENT.

3. If any of the equipment purchased under this Agreement are no longer needed, or cannot be used for the intended purpose in accordance with Title 2 CFR 200.313 (c), the COUNTY

shall dispose of or transfer the equipment in accordance with Title 2 CFR 200.313 (e).

4. Not to execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal and State interest in any vehicle or equipment purchased under this Agreement, unless such a lease, pledge, mortgage, lien, contract, or other obligation is otherwise expressly authorized in writing by the DEPARTMENT.

5. To manage the equipment purchased under this Agreement in accordance with 2 CFR 200.313 (d) and submit to the DEPARTMENT upon request such information as is required in order to assure compliance with this Agreement.

6. To include all federally required procurement clauses in all purchase contracts as required by the State Management Plan, incorporated herein by reference, to include Debarment and Suspension.

7. To, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the order and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, Worker's Compensation Laws, Licensing Laws and Regulations.

8. To allow the DEPARTMENT to inspect, fiscal inventory, and/or audit all vehicles and equipment purchased under this Agreement and to monitor all work associated with the PROJECT. The COUNTY shall also permit the DEPARTMENT to examine the book, records and accounts of the COUNTY pertaining to the vehicles and equipment purchased under the Agreement.

9. To establish and maintain, in accordance with requirements established by the DEPARTMENT, separate accounts for the purchase of equipment under this Agreement, either independently or within its existing accounting system.

10. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

11. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with annual invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

12. To be responsible for the five percent (5%) match of federal funds in an amount not to exceed One Hundred Fifty-Seven Thousand Eight Hundred Ninety-Five and No/100 Dollars (\$157,895.00) and for one hundred percent (100%) of all costs exceeding the obligated federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by

the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated federal funds.

13. To accept maintenance responsibilities for the equipment purchased as part of the PROJECT. The level of maintenance effort shall be commensurate with the COUNTY's overall maintenance budget allocated by the COUNTY's governing body.

14. To complete and sign Attachment B – "Affidavit Required Under 23 USC Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment C – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029, or until the purchase of all equipment contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The COUNTY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. The COUNTY is self-insured.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

LED Streetlight Equipment:	<u>\$ 3,157,895.00</u>
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<u>Total Estimated PROJECT Costs:</u>	\$ 3,157,895.00
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Available Funding Sources:

Federal CRP Funds:	\$ 3,000,000.00
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COUNTY Match Funds:	<u>\$ 157,895.00</u>
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<u>Total PROJECT Funding:</u>	\$ 3,157,895.00
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6. The COUNTY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to

Proceed." The "Notice to Proceed" includes the "Project End Date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "Project End Date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The COUNTY is responsible for any costs incurred on the PROJECT after the "Project End Date." The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "Project End Date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the COUNTY for the purchase of up to 11,193 LED Streetlight fixtures. The COUNTY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY prior to entering into this Agreement, the COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The COUNTY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The COUNTY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director

Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
4615 West Sunset Road
Las Vegas, NV 89118
Phone: (702) 671-8852
Fax: (702) 671-8850
Email address: jtyrrell@dot.state.nv.gov

FOR COUNTY:

Matthew Vinsko
Clark County Public Works
500 South Grand Central Parkway
Las Vegas, NV 89155-4000
Phone: (702) 455-6027
Email: matthew.vinsko@clarkcountynv.gov

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

16. 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. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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, including a breach of the same term.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third-party beneficiary status hereunder, or to authorize anyone not

a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA), or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws, including, but not limited to, the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

25. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

26. 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 engage in the cooperative action set forth herein.

27. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by

law.

29. All references herein to federal and state code, law, statutes, regulations, and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

32. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Clark County, Nevada

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Michael Naft
Chair, Board of County Commissioners

On behalf of Director

ATTEST:

Approved as to Legality & Form:

Lynn Marie Goya
County Clerk

Deputy Attorney General

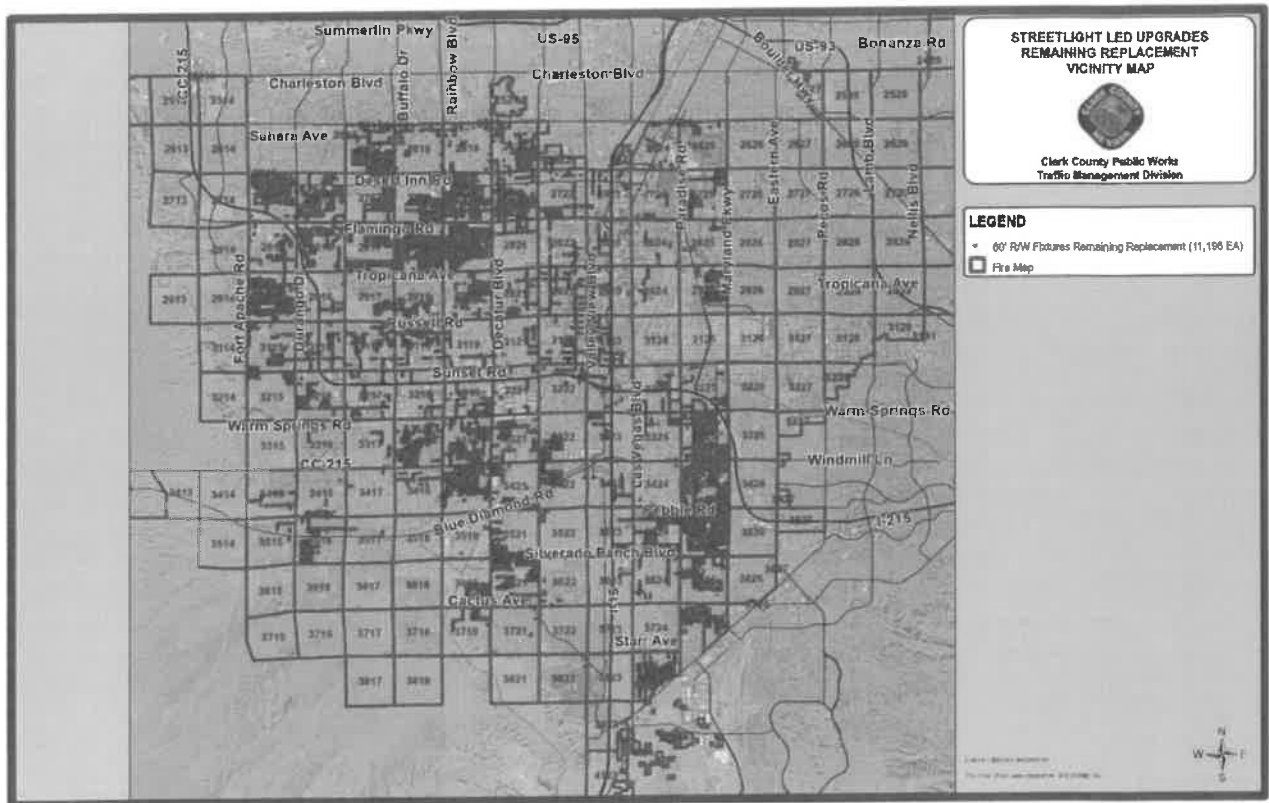
APPROVED AS TO FORM:


Tyler Smith
Deputy District Attorney

Attachment A

SCOPE OF WORK CLARK COUNTY LED UPGRADES

The project consists of the purchase of up to 11,193 sets of LED streetlight equipment for various locations in Clark County included in the map below.



Attachment B

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF Nevada }
COUNTY OF Clark } SS

I, Michael Naft (Name of party signing this affidavit and the Proposal Form) Chair, Board of County Commissioners (title).
being duly sworn do depose and say: That Clark County
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Chair, Board of County Commissioners
Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

Attachment C

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Michael Naft

Name (please type or print)

Signature

Chair, Board of County Commissioners

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s). Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

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