



**MASTER NON-ESSENTIAL EMPLOYEE INTERLOCAL AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CLARK COUNTY  
M1900001**

THIS MASTER NON-ESSENTIAL EMPLOYEE INTERLOCAL AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District") and Clark County through the Clark County Fire Department ("County") (individually "Party" and collectively "Parties").

**RECITALS**

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") Chapter 439, Health District is the public health authority with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, County's mission is to facilitate and support the resources that will enable the County's Office of Emergency Management ("OEM") to mitigate, prepare for, respond to, and recover from emergencies; and

WHEREAS, NRS 277.180 authorizes one or more public agencies to contract with each other for the performance of any governmental services, activity or undertaking which the public agencies are authorized by law to perform; and

WHEREAS, Health District seeks to augment its capabilities to respond to: i) catastrophic health events ("CHE(s)") as defined in Homeland Security Presidential Directive 21; and ii) large public health emergencies pursuant to the Cities Readiness Initiative ("CRI") as outlined by the Centers for Disease Control and Prevention and the Department of Homeland Security (individually "CHE Event(s)" or "CRI Event(s)", collectively "Event(s)"); and

WHEREAS, the County wishes to support the Health District during an Event by providing Non-Essential County Employees, to be identified by the County, who receive pay in accordance with County's Pay Schedule C30 or lower ("NEE"), to participate in training or exercise activities ("Training or Exercise Activities") and to assist in dispensing medical countermeasures at public Point of Dispensing ("POD") locations pre-determined by Health District during an Event (collectively, the "Services"); and

WHEREAS, Health District may elect to reimburse County with federal funds received through a grant, cooperative agreement awarded by a federal agency, or through a sub-award to Health District by the state of Nevada or other third party ("Grant"); and

WHEREAS, Health District and the County desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the

Parties agree as follows:

- 1) PURPOSE. When an Event is activated by Health District's District Health Officer or Designee, or the appropriate state or federal governmental official it is imperative the Health District have the ability to mobilize its public PODs efficiently and effectively to protect the health and safety of southern Nevada residents and visitors. The County's OEM support through the provision of NEE to supplement Health District's public POD staff during an Event will help ensure this outcome. The provision of NEE is subject to available personnel and at the County's sole discretion. Through training and mutual cooperation the Parties will prepare for mobilization and operation of public PODs during an Event (the "Program").
- 2) TERM, TERMINATION, AND AMENDMENTS. This Agreement shall be effective from date of the last signature affixed hereto through June 30, 2024, unless sooner terminated by either Party as set forth in this Agreement.
  - 3) This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
    - 3.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 2, provided that, unless terminated for cause, a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
    - 3.02 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 private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
    - 3.03 Upon termination, County will be entitled to reimbursement for Services provided prior to the date of termination and for which County has submitted an invoice but has not been paid.
    - 3.04 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.
- 4) INCORPORATED DOCUMENTS. Consideration for the Services to be performed shall be specifically described in the attachments to this Agreement, which are hereby expressly incorporated by reference and attached hereto:
  - EXHIBIT A: SCOPE OF WORK AND PAYMENT
  - EXHIBIT B: MASTER INTERLOCAL AGREEMENT WORK ORDER
  - EXHIBIT C: REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS
- 5) COMPENSATION. County OEM personnel shall complete the Services in a professional and timely manner consistent with the Scope of Work detailed in Exhibit A. County will be reimbursed for expenses incurred as provided in Exhibit A, Scope of Work and Payment. Reimbursement is contingent upon a fully executed Exhibit B, Master Interlocal Agreement Work Order ("Work Order") for each Training or Exercise Activity or Event.
  - 5.01 Specifics of Health District's reimbursement to County, including the source of any federal funds, will be detailed in the Work Order in substantially the form attached hereto as Exhibit B. After full execution, each Work Order shall be expressly incorporated by

reference into this Agreement. The first Work Order under this Agreement will be designated Exhibit B.1; subsequent Work Orders will be designated sequentially, e.g., Exhibit B.2.

5.02 As a non-federal entity receiving reimbursements made with federal funds, County must ensure its compliance with Uniform Guidance 2 CFR 200 as appropriate.

6) PROGRAM COORDINATORS. The Health District's Public Health Preparedness Manager shall be the overall manager of this Agreement and single point-of contact for resolution of Agreement-related issues. County's Deputy Fire Chief/Emergency Manager shall be the single point of contact for County. The Parties' Coordinators will organize Training or Exercise Activities, and communicate logistics before, during and after an Event.

7) HEALTH DISTRICT RESPONSIBILITIES.

Health District will:

7.01 Provide education and training to NEE who will dispense medical countermeasures in public PODs.

7.02 Provide an adequate supply of medical countermeasures to NEE and their household, including, but not limited to spouse, domestic partner (as defined in NRS 122A.030), parent, sibling, child, foster child, stepchild (past or present), grandchild, grandparent, mother/father-in-law, son/daughter-in-law or anyone else living in the home of the NEE) prior to the start of operations within a Health District public POD, unless such medical countermeasures include vaccine doses in which case Health District will administer vaccine doses to NEE and their household in accordance with then-current CDC guidelines, and state and local government orders.

7.03 Provide information to County's Coordinator concerning the number of NEE required, and the locations to which they will be deployed.

7.04 Through its Coordinator, work out details of reimbursement to County for each Training or Exercise Activity, or Event, for the purpose of issuing a Work Order.

7.05 Provide each NEE with Personal Protective Equipment appropriate to the nature of the Event.

7.06 Provide appropriate direction and supervision to NEE while assigned to a Health District public POD.

8) OEM RESPONSIBILITIES.

OEM will:

8.01 Inform NEE about the existence of the Program.

8.02 Notify NEE of Program training opportunities.

8.03 Share pertinent information with NEE concerning deployment to PODs.

8.04 Inform NEE that Health District will neither provide nor subsidize NEE transportation to or from Training or Exercise Activities or public PODs.

8.05 Ensure the appropriate number of NEE report to their assigned public PODs through confirmation of NEE arrival, and through replacement of absent NEE as necessary.

- 9) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, County shall at all times be an independent contractor with respect to Health District. County NEE personnel are not employees or agents of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, joint or co-employer, or other affiliation or like relationship between the Parties.
- 10) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of County at any time during the term of the Agreement. County through the Deputy Fire Chief over OEM will be notified in writing at least three weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify County 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. County will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to County in writing.
- 11) AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.
- 11.01 County 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.
- 11.02 If County is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, County is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
- 11.03 If County 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").
- 11.04 County must send a copy of the confirmation from the Federal Audit Clearinghouse to [procurement@snhd.org](mailto:procurement@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.
- 11.05 County is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 11.06 Audit documentation and audit reports must be retained by the County's auditor for a minimum of five years from the date of issuance of the audit report, unless County'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.

12) BOOKS AND RECORDS. 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 consistent with the period of time specified within its respective Record Retention Schedule, or at least 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 judicial litigation which may ensue.

13) MUTUAL COOPERATION. The Parties agree to cooperate fully and 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.

13.01 Each Party shall fully cooperate with the other and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

14) INSURANCE. Each Party will provide and maintain at its own expense a program of self-insurance or insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by the Parties, or anyone directly or indirectly engaged or employed by the Parties.

15) STATEMENT OF ELIGIBILITY. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its 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).

16) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and as amended from time-to-time ("HIPAA"), or personally identifiable information will be shared with County during the course of this Agreement. Consistent with state and federal privacy laws, County will at all times have in place procedures to ensure the privacy and maintain the confidentiality of all participants.

17) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight courier, or registered or certified mail, return receipt requested to the other Party at its address as set out below:

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

Clark County Fire Department  
Office of Emergency Management  
575 E. Flamingo Avenue  
Las Vegas, NV 89119

18) GENERAL PROVISIONS.


- 18.01 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.
- 18.02 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. Agreement liability of the Parties shall not be subject to punitive damages.
- 18.03 INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 18.04 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, gender identity or expression, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The Parties agree they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
- 18.05 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.
- 18.06 ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 18.07 PUBLIC RECORDS. The Parties are public entities 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.
- 18.08 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.
- 18.09 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and expressly supersedes any prior contracts or agreement between the Parties, or any previously asserted terms and conditions regarding the subject matter hereof.
- 18.10 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. A signed copy delivered by facsimile, email, or other means of electronic transmission shall have the same force and effect as an original signed copy.
- 18.11 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, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or

arising out of this contract.

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

By: \_\_\_\_\_

  
Fermin Leguen, MD, MPH  
District Health Officer  
Southern Nevada Health District

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District

Date: 09/10/2021

CLARK COUNTY

By: \_\_\_\_\_

Marilyn Kirkpatrick, Chair  
Clark County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:

  
By: Lisa Logsdon, Deputy District Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT**

**A. Scope of Work.**

County will, subject to available personnel:

- A.1 Provide Non-Essential Clark County Employees (“NEE”) to:
  - (a) assist in dispensing medical countermeasures in Health District public PODs.
  - (b) participate in Program Training or Exercise Activities.
- A.2 Allow County leadership and other County personnel compensated at pay grades higher than County’s Schedule C30 to voluntarily participate in Health District public POD operations as well as in Program Training or Exercise Activities.
- A.3 Inform NEE and County leadership about the existence of the Program.
- A.4 Notify NEE about Program training opportunities.
- A.5 Track the number of NEE participating in the Program.
- A.6 Provide a quarterly report to Health District concerning the number of Program participants available for deployment.
- A.7 Provide prompt and clear deployment direction to NEE upon activation of an Event concerning the location of the assigned public POD.

**B. Payment.**

- B.1 Event: Contingent upon a fully executed Work Order, Health District will reimburse County at an estimated hourly rate of up to \$70.09 for each NEE participating in Services relative to a specific Event. The maximum estimated hourly rate for an Event is based on the regular straight time pay rate of the highest step in County’s C30 pay schedule, which is currently \$47.71/hour, with an additional \$22.38 (46.9%) applied for fringe benefits. County will not bill Health District, and Health District will not reimburse County, for Services provided by County leadership or County personnel compensated at pay grades higher than County’s Schedule C30 who volunteer to participate in Health District public POD operations.
  - (a) Prior to NEE mobilization in response to an Event, County will present Health District with a report (“Event NEE Report”) consisting of: i) the descriptive name of the Event as commonly recognized by the Parties; and ii) a list of proposed NEE with corresponding hourly rates inclusive of fringe (“NEE Regular Rate(s)”; and iii) estimated hours to be worked by each; and iv) the estimated subtotal for each NEE; and v) the total estimated dollar amount to be reimbursed to County for the Event.
  - (b) NEE Regular Rates will be calculated using the actual regular hourly rate of each NEE.
  - (c) Health District may remove any proposed NEE from an Event NEE Report at its sole discretion if i) the NEE Regular Rate exceeds \$70.09 due to cost of living increases; or ii) the NEE Regular Rate exceeds \$70.09 due to provisions of a negotiated Clark County Labor Contract; or iii) for any other lawful reason.



- (d) Upon Health District's approval of the Event NEE Report, the Parties will execute a Work Order, which will expressly incorporate the finalized Event NEE Report within.
- B.2 Training or Exercise Activities: Contingent upon a fully executed Work Order and available Grant funding, Health District will reimburse County at an estimated hourly rate of up to \$70.09 for each NEE participating in Services relative to specific a Training or Exercise Activity. The estimated hourly rate for Training or Exercise Activity is based on the overtime pay rate of the highest step in County's C30 pay schedule, which is currently paid at a total rate of \$70.09/overtime hour. Straight time pay is not eligible for reimbursement under Health District's current Grant funding.
  - (a) Prior to a scheduled Training or Exercise Activity, County will present Health District with a report (the "Training or Exercise NEE Report") consisting of: i) a list of proposed NEE with corresponding overtime hourly rates exclusive of fringe ("NEE Overtime Rate(s)"); and ii) estimated hours to be worked by each; and iii) the estimated subtotal for each NEE; and iv) the total estimated dollar amount to be reimbursed to County for the Training or Exercise Activity.
  - (b) NEE Overtime Rates will reflect the actual overtime rate paid by County to each NEE.
  - (c) Health District may remove any proposed NEE from Training or Exercise NEE Report at its sole discretion if: i) the NEE Overtime Rate exceeds \$70.09 due to cost of living increases; or ii) the NEE Overtime Rate exceeds \$70.09 due to provisions of a negotiated Clark County Labor Contract; or iii) for any other lawful reason.
  - (d) Upon Health District's approval of the Training or Exercise NEE Report, the Parties will execute a Work Order, which will expressly incorporate the finalized Training or Exercise NEE Report within.
- B.3 County must bill Health District for reimbursement within thirty (30) days of the conclusion of each Event or Training or Exercise Activity.
- B.4 Supporting documentation including but not limited to proof of payments or any other documentation requested by Health District is required and shall be maintained by County in accordance with cost principles applicable to this Agreement.
- B.5 County invoices shall be signed by the County's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
- B.6 Health District shall not be liable for interest charges on late payments.
- B.7 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 the disputed items.

**EXHIBIT B**  
**MASTER INTERLOCAL AGREEMENT WORK ORDER**

THIS MASTER INTERLOCAL AGREEMENT WORK ORDER ("Work Order") is made in reference to Master Interlocal Agreement M1900001, by and between the Southern Nevada Health District ("Health District") and Clark County through the Clark County Fire Department ("County") (individually "Party", collectively "Parties"), Effective Date \_\_\_\_\_, wherein, after receipt of a detailed invoice referencing this Work Order, Exhibit B.\_\_\_\_\_, Health District will reimburse County for Services pursuant to the following details:

**A. Event Information.**

A.1 Date of Event: \_\_\_\_\_

A.2 Nature of Event (Select one):

(a) Training or Exercise Activity ☐

(b) CHE ☐

(c) CRI Event ☐

A.3 Location (s) of Training Activities or POD(s): \_\_\_\_\_

A.4 Description: \_\_\_\_\_

A.5 Estimated number of Non-Essential Clark County Employee

("NEE") Participants: \_\_\_\_\_

A.6 Total estimated number of NEE hours: \_\_\_\_\_

A.7 Total estimated reimbursable amount: \$

(a) A Training or Exercise NEE Report approved by Health District is attached hereto, and expressly incorporated by reference herein ☐

(b) An Event NEE Report approved by Health District is attached hereto, and expressly incorporated by reference herein ☐

**B. Funding Information.**

B.1 Federal funds used?

(a) No ☐

(b) Yes ☐

i) Name of subawarding non-federal agency (if applicable): \_\_\_\_\_

ii) Awarding Agency Name: \_\_\_\_\_

iii) Federal Award Identification Number: \_\_\_\_\_

iv) CFDA Number: \_\_\_\_\_

v) Program Title: \_\_\_\_\_

vi) Date of Award: \_\_\_\_\_

vii) Date of Amendment (if any): \_\_\_\_\_

- viii) Amount applied from this grant: \_\_\_\_\_  
ix) Total Not-to-Exceed Amount: \_\_\_\_\_

- C. This Work Order is effective as of the date of the last signature affixed hereto and will remain in effect until sixty days (60) days after final payment is made by Health District to OEM.
- D. Counterparts. This Work Order 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.

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

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS**

As a non-federal procurement contractor receiving payment made with Grant funds, County agrees to ensure its compliance as applicable with the following:

- A. 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.
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. County agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
  - B.1 2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As is appropriate and to the extent consistent with law, County 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.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, County agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - C.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.
  - C.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.
  - C.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.”
  - C.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.

- C.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.
- C.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.
- C.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).

- C.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).
- C.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 County’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.
- C.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.
- C.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.
- D. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** County 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 County 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.

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

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