### COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT CITY OF SPARKS SIDEWALK TRACTORS PURCHASE

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 the City of Sparks, 431 Prater Way, Sparks, NV 89431, (hereinafter "CITY").

### 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 insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to complete the purchase of two (2) Multi-Purpose Sidewalk Tractors with accessories (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 089920243 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 CITY 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 CITY'S actions are in accordance with applicable Federal and State regulations and policies.

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- 3. To obligate Federal STBG funding for the PROJECT in a maximum amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00).
  - 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 CITY 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 CITY's compliance with applicable Federal and State requirements.
- 10. To reimburse the CITY 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 <a href="https://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf">https://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf</a>.

### ARTICLE II - CITY AGREES:

- 1. To perform or have performed by consultant forces: (a) the purchase of two Multi-Purpose Sidewalk Tractors; (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; and (c) the acquisition of environmental permits and clearances.
- 2. To proceed with the PROJECT purchase only after receiving a written "Notice to Proceed" from the DEPARTMENT.
  - 3. To register the vehicles purchased under this Agreement in the CITY's name.
- 4. If any of the vehicles and/or equipment purchased under this Agreement are no longer needed, or cannot be used for the intended purpose, the CITY shall dispose of or transfer the vehicle and/or equipment in accordance with Title 2 CFR 200.313 (e).
- 5. 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.

- 6. The CITY shall not by any act or omission of any kind impair the CITY's continuing control over the use of vehicles or equipment purchased under this Agreement.
- 7. To manage the vehicles and 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.
- 8. 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.
- 9. 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.
- 10. 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 during construction. The CITY shall also permit the DEPARTMENT to examine the book, records and accounts of the CITY pertaining to the vehicles and equipment purchased under the Agreement.
- 11. To establish and maintain, in accordance with requirements established by the DEPARTMENT, separate accounts for the purchase of vehicles and equipment under this Agreement, either independently or within its existing accounting system.
- 12. As work progresses on the PROJECT, the CITY 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.
- 13. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.
- 14. To accept maintenance responsibilities for the equipment purchased as part of the PROJECT. The level of maintenance effort shall be commensurate with the CITY's overall maintenance budget allocated by the CITY's governing body.
- 15. To complete and sign Attachment A "Affidavit Required Under 23 USC Section 112(C) And 2 CFR Parts 180 and 1200 SUSPENSION OR DEBARMENT" and Attachment B "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, 2023, 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 CITY'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 CITY has property and liability insurance.
  - 5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

Two (2) Multi-Purpose Sidewalk Tractors: \$ 200,000.00

Total Estimated PROJECT Costs: \$ 200,000.00

Available Funding Sources:

 Federal STBG Funds:
 \$ 190,000.00

 CITY Match Funds:
 \$ 10,000.00

Total PROJECT Funding: \$ 200,000.00

Additional Local Funding not included in agreement: \$ 50,000.00

6. The CITY 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 CITY is responsible for any costs incurred on the PROJECT after the "project end date." The

CITY 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 CITY for the purchase of the Multi-Purpose Sidewalk Tractors. The CITY 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 CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY 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 CITY'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 CITY 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 CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
- 12. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY 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: Kristina Swallow, P.E., Director

Attn: Phil Kanegsberg, P.E. Local Public Agency Coordinator Nevada Department of Transportation

Roadway Design

1263 South Stewart Street

Carson City, Nevada 89712 Phone: (775) 888-7988

Fax: (775) 888-7401

E-mail: <a href="mailto:pkanegsberg@dot.nv.gov">pkanegsberg@dot.nv.gov</a>

FOR CITY: John A. Martini, P.E., Assistant City Manager

Attn: Amber Sosa, P.E., Transportation Manager

City of Sparks 431 Prater Way Sparks, NV 89431 Phone: (775) 353-7863

Fax: (775) 353-1635

E-mail: asosa@cityofsparks.us

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 CITY 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.
- 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

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NDOT Rev. 02/2019 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, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), 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.

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

CITY OF SPARKS	State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION
Ed Lawson Mayor	On behalf of Director
Approved as to Form:	Approved as to Legality & Form:
Brandon C. Sendall Assistant City Attorney	Deputy Attorney General
Witness:	
Lisa Hunderman Sparks City Clerk	

### Attachment A

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

STATE OF		
COUNTY OF SS		
1,	(Name of party signing this	
affidavit and the Proposal Form)	(title).	
being duly sworn do depose and say: That		
(name of person, firm, association, or corporation) has not into agreement, participated in any collusion, or otherwise competitive bidding in connection with this contract; and fithe best of knowledge, the above named and its principals	e taken any action in restraint of free further that, except as noted below to	
<ul> <li>(a) Are not presently debarred, suspended, proposed for voluntarily excluded from covered transactions by a (b) Have not within a three-year period preceding this process connection with obtaining, attempting to obtain, or agreement or transaction; violation of Federal or Staproscribing price fixing between competitors, allocated competitors, and bid rigging; commission of embezt falsification or destruction of records, making false stolen property, making false claims, or obstruction offense indicating a lack of business integrity or bust directly affects your present responsibility;</li> <li>(c) Are not presently indicted for or otherwise criminally governmental entity (Federal, State or local) with continuous enumerated in paragraph (b) of this certification; and</li> <li>(d) Have not within a three-year period preceding this appublic transactions (Federal, State or local) terminated</li> </ul>	any Federal department or agency: proposal been convicted of or had a sion of fraud or a criminal offense in performing a public or private ate antitrust statutes, including those ation of customers between extlement, theft, forgery, bribery, statements, tax evasion, receiving of justice; commission of any other siness honesty that seriously and ly or civilly charged by a commission of any of the offenses and application/proposal had one or more	
(Insert Exceptions, attach additional sheets)		
The above exceptions will not necessarily result in denial of determining bidder responsibility and whether or not the Expansy. For any exception noted, indicate on an attached she dates of action. Providing false information may result in a sanctions. The failure to furnish this affidavit and required	Department will enter into contract with the neet to whom it applies, initiating agency, a criminal prosecution or administrative	anc
	Signature	
	Title	
Sworn to before me this day of	, 20	

Notary Public, Judge or other Official

(SEAL)

### Attachment B

# 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.

Name (please type or print)	
Signature	

### 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. It 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 officials. 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.

### **DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB 0348-0046

1. Type of Federal Actions:  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa  a. bid/offer/applid  c. Initial award  d. post-award	cation	3. Report Type:  a. initial filing b. material change  For Material Change Only:  year quarter date of last report			
4. Name and Address of Reporting Entity: ☐Prime ☐ Sub-awardee		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:				
Tier, <i>if</i> known:  Congressional District, <i>if</i> known:		Congressional District, if known:				
6. Federal Department/Agency:		7. Federal Program Name/Description:				
		CFDA Number, if applicable:				
8. Federal Action Number, if know:		9. Award Amount, if known:				
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):				
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		(att	tach Continuation Sheet(s) SF-LLL-A, if necessary)			
11. Amount of Payment (check all that apply)			ment (check all that apply):			
\$ ☐ actual ☐ planned		a. retainer				
12. Form of Payment (check all that apply):		b. one-time fee				
a. cash	<b>y</b> /-	☐ c. commission				
b. in-kind; specify: nature		☐ d. contingent fee☐ e. deferred				
value		f. other; specify:				
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:  (attach Continuation Sheet(s) SF-LLL-A, if necessary)						
15. Continuation Sheet(s) SF-LLL-A att		□ No				
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name:  Title:				
		Telephone No.: Date:				
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL			