

**STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF TRAFFIC SAFETY
555 Wright Way
Carson City, NV 89711
775.684.7470 or fax 775.684.7482**

FFY2012

FIXED DELIVERABLES

GRANT APPLICATION,
PROJECT AGREEMENT and
AUTHORIZATION TO PROCEED
for traffic safety projects

This document constitutes an Application, Project Agreement and Authorization to Proceed between the DPS-Office of Traffic Safety and the agency or organization (sub- grantee) applying for federal grant funds. The intent of the Fixed Deliverable agreement is to fund projects that are limited to funding only fixed deliverables, and are awarded up to a maximum award of \$5,000, depending on the program and project proposal. Traffic Safety projects that are funded will contribute to the reduction of traffic fatalities, injuries and crashes on Nevada roadways.

NEVADA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF TRAFFIC SAFETY

AGENCY INFORMATION SHEET
(original signatures are required)

GRANT PROJECT TITLE: E-Citation/Crash Equipment

PROGRAM AREA (Mark only one "X")

	Impaired Driving		Occupant Protection		Police Traffic
	Pedestrian Safety		Roadway		Motorcycle Safety
	Community Programs		Emergency Medical Services	XX	Traffic Records

APPLICANT INFORMATION

Agency Name: Sparks PD Non-Profit Agency? (501(C)) Yes No

Mailing Address: 1701 E. Prater Way City/Zip Code: Sparks/89434


Federal Tax ID# 88-000202 DUNS # 030950187

AUTHORIZING OFFICIAL FOR APPLICANT AGENCY (The 'approving authority' signature needed for all purchases, budgeting, and/or management directives):

Name: Steve Keefer Title: Chief of Police

Phone: 775-353-2220 Fax: _____ E-Mail: skeef@cityofsparks.us

Signature Authority (Circle one): Yes No


Signature (Required): 

PROJECT DIRECTOR FOR PROPOSED PROJECT (The grant manager for the project, the one who will do most of the work, hands-on):

Name: Karl Nieberlein Title: Grant Administrator

Phone: 775-527-3692 Fax: _____ E-Mail: knieberlein@cityofsparks.us

Signature Authority (Circle one): Yes No

Signature (Required): 

FISCAL OFFICER FOR PROPOSED PROJECT (The agency's accountant, fiscal officer, the bills):

Name: Curits Cho Title: Accountant


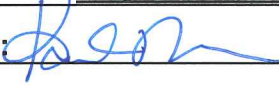
Phone: _____ Fax: _____ E-Mail: ccho@cityofsparks.us

Signature Authority (Circle one): Yes No

Signature (Required): _____

PRIMARY CONTACT for this Application/Grant: Authorizing Official Project Dir Fiscal Officer

Project Agreement
(incorporates Schedules A, B & C)
to be completed by OTS

Project Title: Fixed Deliverable Grant Ecitation/Crash Equipment		Project Number: 22-408TR-5	
Applicant Agency: Sparks PD		Governmental Unit: 408	
Grant Period: From: January 1, 2012		To: September 30, 2012	
PROJECT PURPOSE : Purchase Electronic eCitation/Crash Equipment			
Federal Funds Funding Level	FFY2012	\$ 14016	CFDA # 20.600
Source of Funds		Federal Share: 100%	Non-Federal:
ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this agreement is subject to Public Law 89-564 (Highway Safety Act of 1966) and Nevada Revised Statues, Chapter 223.200 and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Nevada. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Plan and that said Applicant Agency will meet the requirements as set forth herein, including Schedules A, B & C which are incorporated herein and made a part of this agreement. The Applicant Agency <u>MAY NOT</u> proceed with this project, or any portion thereof, until funds are appropriated by the U.S. Congress and written authorization is received from the Office of Traffic Safety. It is also understood by the Applicant Agency that any funds expended prior to receipt of the written/signed/dated Authorization to Proceed <u>WILL NOT</u> be reimbursed.			
Department of Public Safety		Authorizing Official - Governmental Unit	
Signature:	Date:	Signature: 	Date: 1/12/12
Name: Traci Pearl		Name: Steve Keefer	
Title: Highway Safety Coordinator , DPS-OTS		Title: Chief of Police	
		Project Director	
		Signature: 	Date: 1-10-12
		Name: Karl Nieberlein	
		Title: Grant Administrator	

Attached hereto and incorporated by reference:

- Agency Information Sheet
- Schedule A – Project Information
- Schedule B – Project Budget Itemization
- Schedule C – Agreement of Understanding and Compliance
- In-Kind Report format (sample)
- Authorization to Proceed

SCHEDULE A
to be completed by Applicant Agency

PROJECT INFORMATION

PROJECT PURPOSE : (A brief statement of the problem and your project's purpose, including how it will affect your agency's contributions toward reducing traffic fatalities, injuries and crashes in Nevada.)

The purpose of this project is to purchase the hardware that is necessary for officers to collect electronic crash in citation records in the field. The sparks police department is moving forward with the Brazos Technology upgrades in march of this year. To take advantage of the benefits offered by the Brazos Technology System, each officer must be equipped with a PDA and a printer. The funds requested will equip our dayshift officers who are the most likely to utilize the equipment. The sparks police department does not have independent funding available for this purpose. The use of the Brazos Technology System is critical for the collection of traffic safety data for the NCATS repository and traffic safety engineering.

PROJECT DESCRIPTION: (Include a brief description of your project details - Who, what, when, where and how, as appropriate.)

Once an authorization to proceed is received the sparks police department will generate a purchase order to Brazos Technology for the requested equipment. It is expected that the purchase order process and receipt of the equipment will take approximately 90 days. Once the equipment is received it will be in processed and made ready for use by the officers.

PROJECT GOAL: (State an overall, realistic and achievable goal for your project)

The overall goal of this project is to equip as many officers as possible with a PDA and other tools that are necessary to collect electronic traffic citation and crash records.

PROJECT OBJECTIVES: (State *measurable objectives* about what you will do to achieve the goal and the activities required to reach your objectives.)

The first objective is to obtain an authorization to proceed from the office of traffic safety.

The second objective is to formally accept the grant through the city council process.

The third objective is to order and receive all the equipment

The fourth objective is to issue and place into service the equipment.

PROJECT DELIVERABLES TIMELINE: State a general timeline for your activities and project completion. ALL PROJECT ACTIVITIES, INCLUDING PURCHASING AND RECEIPT OF EQUIPMENT, MUST BE COMPLETED OR CONCLUDED BY SEPTEMBER 30 OF THE GRANT YEAR. CLAIMS FOR REIMBURSEMENT ARE DUE NO LATER THAN OCTOBER 31 OF THE GRANT YEAR.

Upon receipt of the grant contract from the office of traffic safety, the city council acceptance process takes approximately 30 days. Once the grant has been accepted and the authorization to proceed has been received it takes approximately 15 days to generate a purchase order an order the equipment. Brazos Technology will ship the equipment to the sparks police department and once it is received will take approximately 10 days to be initialized and placed in the service.

OTS

REPORTING: Propose when (e.g. monthly, quarterly, fixed date, etc.) and how you will report on the project activities and completion. ALL FINAL REPORTS ARE DUE in to DPS- NO LATER THAN OCTOBER 31 OF THE CURRENT GRANT YEAR.

At the completion of the project once all the equipment has been received and placed into service the grant administrator will provide a final report to the office of traffic safety stating which objectives have been achieved in which goals have been reached.

Additional Activities:

1. All law enforcement agencies are required to report motor vehicle fatality data to Nevada’s Fatality Analysis Reporting System (FARS) analyst at the Nevada Office of Traffic Safety, 107 Jacobsen Way, Carson City NV 89711, fax: 775.684.7482.
2. All law enforcement agencies are required to send their motor vehicle crash reports per NRS 484.219, et seq., electronically or manually to the NCATS database and as otherwise required by state law.
3. Hold a press conference or submit press release to local newspaper(s) detailing the program, funding source, goals and objectives and the probable outcome within 30 days of receipt of Authorization to Proceed.
4. To track, account for and report all in-kind contributions pertaining to this project. Vehicle operation and maintenance, in addition to officer and supervisor salaries/benefits when not in a grant overtime mode, are examples of in-kind contributions.

Important notes:

1. As a grant applicant, your agency included in-kind contribution funds when preparing the Schedule B (project budget). The grantee is required to report on or substantiate in-kind contributions for all reports. The Office of Traffic Safety program manager assigned to the project can help you with this. Refer to your Grant Administration Manual for more information <http://ots.state.nv.us/forms/> .
2. When purchasing equipment (extrication, personal digital assistants, cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price (if applicable): <http://purchasing.state.nv.us/>
3. Public information and educational (PI&E) materials/promotion items must be approved by OTS prior to purchase. All media activities require prior approval of DPS-OTS and educational material must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety". *This includes PSA's, any program artwork, key chains, etc.*
4. Funds cannot be expended prior to receiving a SIGNED/DATED Authorization to Proceed from the Department of Public Safety - Office of Traffic Safety.
5. State and local agencies selected for federal funds are subject to federal single line audit requirements. Non-profit agencies are required to provide a copy of their most recent financial status report to their OTS program manager.

In-Kind Budget Plan:

Record what activities or equipment you will contribute to the project in addition to the federal grant amount. You may include non-overtime staff time, travel, support personnel costs, vehicle and equipment usage, etc. See your Grant Administration Manual for details at http://ots.state.nv.us/OTS_FormsPubs.shtml . (In-kind contributions should total 20% or more of the federal grant amount.) **A sample report format is attached.**

SCHEDULE B: BUDGET
to be completed by Applicant Agency
PROJECT BUDGET ITEMIZATION

Federal Grant Funding Requested for:

Item	# Units	Vendor	Unit Cost	Total Cost	Delivery Schedule
MC55A	13	Brazos	942	12246	
SYNC CRADLE	6	BRAZOS	96	576	
CHARGING BAY	3	BRAZOS	216	648	
EXTENDED BATTERY	2	BRAZOS	273/10	546	
			TOTAL	14016	

Budget Justification: (A brief statement describing why the item(s) in the budget are needed to reach project goals and objectives.)

All of the requested items work together as a unit to allow the officers in the field to collect electronic traffic citations and electronic crash records and to upload them into the Brazos Technologies System and NCATS.

Applicant Agency's Est. In-Kind Contribution:

Activity or Equipment	# Units/hours	Cost or rate	Total
<u>Officer Time for Set-up</u>	<u>11</u>	<u>48</u>	<u>528</u>
<u>Officer time for training</u>	<u>12ppl, 8 hrs</u>	<u>48</u>	<u>4608</u>
			<u>5136</u>
Percentage of Federal Amount:			<u>36.6</u>

SCHEDULE C
AGREEMENT OF UNDERSTANDING AND COMPLIANCE

THIS AGREEMENT made and entered into by and between the STATE OF NEVADA by and through the Department of Public Safety, Office of Traffic Safety, hereinafter referred to as "STATE" and the Governmental unit or organization named in this application, hereinafter referred to as "APPLICANT."

WHEREAS, THE NATIONAL HIGHWAY SAFETY ACT OF 1966 (Public Law 89-564) provides Federal funds to the State for approved traffic safety projects, and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies or governments or political sub-divisions upon application and approvals by STATE and the United States Department of Transportation, and

WHEREAS, the APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved traffic safety projects, and

WHEREAS, the APPLICANT has submitted an application for Federal funds for traffic safety projects, and is aware that this agreement is dependent upon availability of funds as appropriated by Congress.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal funds to APPLICANT'S account for reimbursement of eligible expenditures as set forth in the application.
- B. It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is mutually agreed and promised that where reimbursement is made to APPLICANT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by APPLICANT.
- D. It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted at least quarterly.

II. PROPERTY AGREEMENT

- A. Property purchased through this project which has an anticipated useful life extending beyond one year, is not consumed in use, is not attached permanently as a non-movable fixture and which costs more than \$1,000 will be recorded in the property management

file of the agency in accordance with the State Administrative Manual. The STATE retains the right to inspect and to reclaim custody of any or all of the property described above if, in the opinion of the STATE, the property is not being used as intended; not being used to the capacity that it could be; or being used in a negligent manner.

- B. It is mutually agreed and promised by the APPLICANT that no property purchased through this project will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

III. RECORDS

It is mutually agreed and promised that records of the project, including substantiation for reimbursement, shall be maintained for a period of three years upon reimbursement of final voucher and shall be subject to audit during that period.

IV. AUDIT RESPONSIBILITY

All agencies that expend \$500,000 or more in Federal awards in a Federal fiscal year must have a single or program specific audit in compliance with the Single Audit Act of 1984 (Public Law 98-502). Therefore, funding from this traffic safety grant must be included when a Single Audit is performed. It is the responsibility of the applicant agency to insure an accepted copy of this audit is submitted to the STATE. If the applicant agency expended < \$500,000 in federal funding for the fiscal year, a copy of their most recent financial statement will be forwarded to the STATE.

V. REPORTS

The APPLICANT shall submit required reports on the progress of the grant, and shall submit all financial, performance, and other reports required, as a condition of the grant, to the STATE within 30 days after the date of the completion of the contract. The final report of each fiscal year will include a narrative summary of the year including the successes and shortcomings, if any, of the project.

VI. PUBLIC INFORMATION MATERIALS

It is agreed by the APPLICANT prior to production of public information materials through this grant project that proofs, scripts or concept will be submitted for STATE approval. Public information materials includes, but not limited to, TV and radio public service announcements, billboards, pamphlets/brochures and posters, and other promotional materials.

VII. COPYRIGHTS AND PATENTS

- A. Any copyrightable materials produced in the course of a project may be the property of the STATE and APPLICANT AGENCY; however, provisions should be made to obtain for the United States Government, the State Government and its political subdivisions, a royalty-free, nonexclusive and irrevocable license to use in any manner such copyrightable material.
- B. The ownership of all rights accruing from any patentable discoveries or inventions resulting from a project should be covered in the agreement. An irrevocable, non-exclusive, nontransferable, and royalty-free license to practice each discovery or invention in the manufacture, use, and disposition, according to law, of any article or

material, and in the use of any method developed as a part of the work under the agreement should be obtained for the United States Government, the State Government and its political subdivisions.

VIII. MINORITY BUSINESS ENTERPRISE CERTIFICATION

- A. The APPLICANT agrees to ensure that the recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with Federal funds.
- B. Recipient will notify the Office of Traffic Safety prior to the announcement or award of any third-party contract.

IX. CERTIFICATION OF NON-DUPLICATION OF GRANT AND MATCHING FUND EXPENDITURES

The APPLICANT hereby certifies, as a condition of receiving Federal funds under the above-numbered traffic safety project, that:

- A. There are no Federally funded projects currently active or anticipated that would duplicate expenditures for the work to be carried out and reimbursable under this agreement and that
- B. The non-Federal funds used to match Federal funds obligated under this project are not being used to match any other Federal funds from any source, and that
- C. Any such duplication of Federal fund expenditures subsequently determined by audit will be subject to recovery by the State of Nevada and the United States Government and that
- D. Any such duplication of non-Federal matching fund expenditures subsequently determined by audit will subject the Federal funds obligated under this project subject to recovery by the State of Nevada and the United States Government.

X. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The STATE will report the following for each **sub-grant** APPLICANT awarded:

1. Name of the entity receiving the award
2. Amount of the award
3. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source
4. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country including an award title descriptive of the purpose of each funding action.
- 5. A unique identifier (DUNS)**
6. The names and total compensation of the five most highly compensated officers of the entity receiving the award and of the parent entity of the recipient (should the entity be owned by another entity) if the entity in the preceding fiscal year received:

a. 80 percent or more of its annual gross revenues in Federal awards; *and*
b. \$25,000,000 or more in annual gross revenues from Federal awards; *and*
c. the public does not have access to information about the compensation of
the senior executives of the entity through periodic reports filed under section
13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.
78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of
1986.

7. Other relevant information specified by the Office of Management and Budget in
subsequent
guidance or regulation.

XI. DRUG-FREE WORKPLACE ACT OF 1988

The APPLICANT will comply, and all of its subcontractors will comply, with the applicable provisions of the Drug-free Workplace Act of 1988 (41 U.S.C. 702).

XII. LOBBYING

A. Certification Regarding Federal Lobbying

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

2. If any funds other than Federal appropriated funds have been paid 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, 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.

B. Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

A. Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is

providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XIV. BUY AMERICA ACT

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which

contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

XV. POLITICAL ACTIVITY (HATCH ACT)

The STATE will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XVI. CIVIL RIGHTS COMPLIANCE

The State and Applicant agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

XVII. FAILURE TO COMPLY

In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the STATE may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or part
2. Refrain from extending any further assistance to the APPLICANT under the program, until satisfactory assurance of future compliance has been received
3. Refer the case to the Attorney General for appropriate legal proceedings.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the APPLICANT by the Department of Public Safety under the U.S. Department of Transportation under the Highway Safety Programs and other participants in the Highway Safety Programs.

It is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall become effective upon the STATE'S AGREEMENT and issuance of Authorization to Proceed.

Oct 1, 2011

Schedule C – State Supplement

Funds cannot be expended prior to receiving a written Authorization to Proceed from the Department of Public Safety - Office of Traffic Safety

1. IF THE GRANTEE AGENCY NEEDS TO MAKE ANY REVISIONS TO THIS PROJECT AGREEMENT during the grant period, the Agency Project Director or Fiscal Officer must notify OTS prior to making such changes, to obtain OTS approval. This includes changes in grant personnel, Project Director, or Fiscal Officer; address, email and phone numbers, scope of work of the project; budgetary changes, etc.
2. AS A GRANT APPLICANT, YOUR AGENCY INCLUDED IN-KIND CONTRIBUTION FUNDS when preparing the Schedule B (project budget). The grantee is required to report on or substantiate in-kind contributions for all quarterly and annual reports. The Office of Traffic Safety grant program manager assigned to the project can help you with this. For more information please refer to our Grant Administration Manual located on the OTS website at:
http://ots.state.nv.us/OTS_FormsPubs.shtml.
3. WHEN PURCHASING EQUIPMENT (extrication, video cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price, if applicable:
<http://purchasing.state.nv.us/> . For equipment purchases with a unit price of \$1,000 or higher, a completed and signed Property Acquisition Report must accompany your claim for reimbursement. This and other grant project forms are also located at:
http://ots.state.nv.us/OTS_FormsPubs.shtml
4. PUBLIC INFORMATION AND EDUCATIONAL (PI&E) MATERIALS/PROMOTIONAL ITEMS MUST BE APPROVED BY OTS prior to purchase. All media activities require prior approval of DPS-OTS and ducational material must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety." *This includes Public Service Announcements, any program artwork, key chains, etc.*
5. STATE AND LOCAL AGENCIES SELECTED FOR FEDERAL FUNDING ARE SUBJECT TO FEDERAL SINGLE LINE audit requirements and must submit their most recent audit report to OTS. Non-profit organizations are required to provide OTS a copy of their most recent audited financial status report prior to issuance of an Authorization to Proceed.
6. ALL NON-PROFIT ORGANIZATIONS MUST RETURN A COPY OF THEIR APPROVED FEDERAL 501(C) FORM with their signed Project Agreement (this document) as well as a copy of their most recent financial status report regardless of amount of funds awarded. An Authorization to Proceed cannot be issued without these documents on file with DPS-OTS.
7. SUB-GRANTEES THAT RECEIVE OTS GRANT FUNDING FOR PERSONNEL COSTS in their budgets are also required to substantiate the payroll time via an activity report, timesheet, or generally accepted payroll documentation. This is particularly applicable to sub-grantees who receive federal funding from more than one source.
8. IN RESPONSE TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), all recipients of Federal grant funding, where individual awards are \$25,000 or more, are required to provide OTS with their unique DUNS number before an Authorization to

Proceed can be issued. This information may be submitted to OTS with your signed Project Agreement (this document).

9. SUB-GRANTEE IS AND SHALL BE INDEPENDENT and subject only to the terms of the 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 the State whatsoever with respect to the indebtedness, liabilities, and obligations of the Sub-grantee or any other party. Sub-grantee shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Sub-grantee or the State to the Public Employees Retirement system; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State.

10. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the Office of Traffic Safety, the Division of Internal Audits, the Legislative Counsel Bureau, State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used as part of this Agreement. The retention period runs from the date of completion or termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

11. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

12. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Liability of both parties shall not be subject to punitive damages.

13. INDEPENDENT PUBLIC AGENCIES. 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, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole 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.

14. 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.

15. 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.

16. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of both parties.

17. PUBLIC RECORDS. 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 made confidential by law or a common law balancing of interests.

18. CONFIDENTIALITY. 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 or otherwise required by this Agreement.

19. 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 duties and obligations specified in this Agreement.

20. GOVERNING LAW; JURISDICTION. 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 jurisdiction of the Nevada district courts for enforcement of this Agreement.

It is mutually agreed between the STATE and the APPLICANT agency that this SCHEDULE C – STATE SUPPLEMENT shall become effective upon the STATE’S AGREEMENT and issuance of Authorization to Proceed.

October 1, 2011



Nevada Office of Traffic Safety

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-7470 • Fax (775) 684-7482

FOR OTS USE ONLY

AUTHORIZATION TO PROCEED

CFDA #20.610

Grant Project Title: _____

Grant Project Number: _____

Effective Date: _____, **Sub-grantee:** _____ is authorized to proceed with the above project and to request reimbursement for expenses up to the authorized amount of \$ _____.

Authorizing Signature:

Highway Safety Coordinator, NV DPS-OTS

Date

**DPS- Office of Traffic Safety
IN-KIND CONTRIBUTIONS
Sample Report Format**

Today's Date: _____

These contributions cover the time period from _____ (mo/yr) to _____

Grant Project Number: _____

Agency: _____

Signature of person reporting on these in-kind contributions: _____

* Law Enforcement Agencies *
Please refer to your contract rates.

In-Kind Contributions:

Professional, or Support Staff Time	\$
Vehicle(s) usage	\$
Equipment	\$
Supplies/Operating	\$
Public Service space or time	\$
Volunteer Services	\$
Professional Fees	\$
Other (please describe below)	\$
	\$
TOTAL IN-KIND	\$

Comments:

Please submit this information with your quarterly reports to the grant analyst assigned to your project.

Thank you!