


STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF TRAFFIC SAFETY  
107 Jacobsen Way  
Carson City NV 89711  
775-684-7470

APPLICATION, PROJECT AGREEMENT AND AUTHORIZATION TO PROCEED  
FOR LIMITED FIXED DELIVERABLE PROJECTS

This document will constitute an Application, Project Agreement and Authorization to Proceed between the Office of Traffic Safety and the organization (sub grantee) applying for federal grant funds. The intent of the Fixed Deliverable agreement is to fund projects that contribute to the reduction of traffic fatalities, injuries and crashes, limited to fixed deliverables, at a maximum award of \$2,000 to \$10,000, depending on the program.

<b>Project Title:</b> JF Incentive Award 2011		<b>Project Number:</b> 22-406PT-1.3	
<b>Applicant Agency:</b> Sparks Police Department		<b>Governmental Unit:</b>	
<b>Grant Period: From:</b> Effective date of Authorization		<b>To:</b> September 30, 2012	
<b>PROJECT PURPOSE:</b> This grant is awarded as an incentive for outstanding performance during the Joining Forces program FY2011. The grant funds will be used to purchase items that will enhance traffic operations and officer safety.			
<b>Projected Budget</b>	<b>FFY 2011</b>	<b>\$10,000</b>	
<b>Source of Funds</b>		<b>Federal Share: 100%</b>	<b>Non-Federal:</b>
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 Statutes, 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 <b>MAY NOT</b> 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 (See page 2 ). It is also understood by the Applicant Agency that any funds expended prior to receipt of the written Authorization to Proceed <b>WILL NOT</b> be reimbursed.			
<b>Department of Public Safety</b>		<b>Authorizing Official - Governmental Unit</b>	
<b>Signature:</b>	<b>Date:</b>	<b>Signature:</b> 	<b>Date:</b> 2/7/12
<b>Name:</b> Traci Pearl		<b>Name:</b> Steve Keefer	
<b>Title:</b> Division Administrator, OTS		<b>Title:</b> Chief	
		<b>Project Director</b>	
		<b>Signature:</b> 	<b>Date:</b> 2-7-12
		<b>Name:</b> Karl Nieberlein	
		<b>Title:</b> Grant Administrator	

Brian Sandoval  
*Governor*



Chris Perry  
*Director*

**Nevada Office of Traffic Safety**

107 Jacobsen Way  
Carson City, Nevada 89711-0999  
Telephone (775) 684-7470 • Fax (775) 684-7482

**AUTHORIZATION TO PROCEED  
CFDA #20.609**

Grant Project Title: Incentive Award JF 2011

Grant Project Number: 22-406PT-1.3

Effective Date: \_\_\_\_\_, Sub-grantee: Sparks Police Department is authorized to proceed with the above project and to request reimbursement for expenses up to the authorized amount of \$10,000.00.

Signature:

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Traci Pearl  
Division Administrator, NV DPS-OTS

Date

**NEVADA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF TRAFFIC SAFETY  
AGENCY INFORMATION SHEET**

GRANT TITLE: JF Incentive Award 2011

PROGRAM AREA (Mark one only "X")

<input type="checkbox"/>	Impaired Driving*	<input type="checkbox"/>	Occupant Protection*	<input checked="" type="checkbox"/>	Speed Mgt & Police Traffic Svc)*
<input type="checkbox"/>	Pedestrian Safety*	<input type="checkbox"/>	Bicycle Safety	<input type="checkbox"/>	Motorcycle Safety*
<input type="checkbox"/>	Community Programs	<input type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	Traffic Records

**APPLICANT INFORMATION**

Agency Name: Sparks Police Department

Mailing Address: 1701 E. Prater Way

City/Zip Code: Sparks NV 89434 DUNS# 30950187

**AUTHORIZING OFFICIAL FOR AGENCY**

Name: STEVE KEEFER Title: CHIEF OF POLICE

Phone: 775-353-2220 Fax: \_\_\_\_\_ E-Mail: SKEEFER@CITYOFSPARKS.NV.US

Signature Authority (Circle one):  Yes  No

Signature (Required): [Signature]

**GRANT MANAGER FOR PROJECT**

Name: KARL NIEBERLEIN Title: GRANT ADMINISTRATOR

Phone: 775-353-2220 Fax: \_\_\_\_\_ E-Mail: KNIEBERLEIN@CITYOFSPARKS.NV.US

Signature Authority (Circle one):  Yes  No

Signature (Required): [Signature]

**FISCAL OFFICER**

Name: CURTIS CHO Title: ACCOUNTANT

Phone: 775-353-2320 Fax: \_\_\_\_\_ E-Mail: CCHO@CITYOFSPARKS.NV.US

Signature Authority (Circle one): Yes  No

Signature (Required): \_\_\_\_\_

Primary Contact for this Application/Grant:  
 Authorizing Official     Grant Manager     Fiscal Officer

## SCHEDULE A

### 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.)

This grant is awarded as an incentive for outstanding performance during the Joining Forces Program FY2011. The grant funds will be used to purchase items that will enhance traffic operations and officer safety.

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

Purchase equipment to be used during JF events, as well as year round traffic enforcement.

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

Purchase items for use by officers in the field to enhance traffic safety operations and officer safety.

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

Upon receipt of a signed agreement and an Authorization to Proceed, the items listed in Schedule B will be purchased and installed in agency vehicles to be used in the field.

**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.

Within 3 months of receipt of a signed agreement and an Authorization to Proceed, the items listed in Schedule B will be purchased, inventoried, and assigned to officers for use in the field.

**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 NO LATER THAN OCTOBER 31 OF THE GRANT YEAR.

A Summary Report of the benefits and effectiveness of the items will be written within 1 month of the purchase of the items and prior to the end of the grant period. At the very latest, this report will be submitted to the Office of Traffic Safety no later than October 15, 2012.

**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.

**Important notes:**

1. When purchasing enforcement equipment (cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price:  
<http://purchasing.state.nv.us/>
2. 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.*
3. Funds cannot be expended prior to receiving a written Authorization to Proceed from the Department of Public Safety - Office of Traffic Safety.
4. 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 an audited, financial status report to their OTS grant analyst.

**Attached hereto and incorporated by reference:**

- Authorization to Proceed
- Schedule B – Budget Itemization
- Schedule C – Agreement of Understanding and Compliance

**SCHEDULE B: BUDGET  
PROJECT BUDGET ITEMIZATION**

Item	# Units	Vendor	Unit Cost	Total Cost	Delivery Schedule
<b>Zebra RW 420 Printer</b>	<b>13</b>		<b>731.00</b>	<b>9,503.00</b>	
<b>Zebra battery wall charger</b>	<b>4</b>		<b>65.00</b>	<b>260.00</b>	
<b>Zebra RW420 spare battery</b>	<b>3</b>		<b>78.00</b>	<b>234.00</b>	
<b>TOTAL</b>				<b>\$9,997.00</b>	

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

The Sparks Police Department is requesting funds to purchase Zebra RW420 mobile printers. These printers will be paired with a hand held computer that officers use in the field. They are used to issue traffic citations and traffic crash accident exchange cards. Because of the manner in which the hand held devices must be deployed, each officer is required to have his own printer. The use of this combination of hand-held computer and mobile printer allows the officers to collect electronic traffic citations and electronic traffic accident records. Without these mobile printers the officers are unable to issue a copy of the traffic citation to the offender. Also, they cannot distribute accident information exchange cards while investigating traffic crashes.

Currently the Sparks Police Department collects only a small number of traffic crashes electronically. This is due to a lack of equipment available to officers in the field. This is created several problems. The biggest of them is that there is a large "hole" in the traffic crash data for Washoe County where the City of Sparks resides. This lack of data makes it difficult for traffic engineers, traffic planners, and law enforcement to plan safety programs and identify problem roadways. By increasing the number of electronic citations and electronic crash records collected by Sparks Police officers, there will be an increase in the amount of traffic safety data available to those and users.

**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).

## **XI. 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