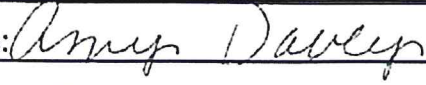

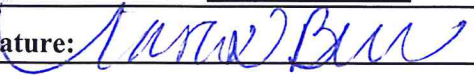


STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF TRAFFIC SAFETY
JOINING FORCES PROJECT AGREEMENT
OTS DUNS # 956 781 041

Project Title: Joining Forces 2019			
Applicant Agency: Sparks Police Department		Governmental Unit:	
DUNS Number: 030950187		501(c) Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Grant Period: From: Effective date of Authorization		To: September 30, 2019	
PROJECT PURPOSE: Provide funding for participation in statewide, high visibility multi-jurisdictional traffic enforcement events that are focused on reducing fatalities and serious injury crashes in Nevada. Provide funding for enhanced enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety, and to reduce distracted and impaired driving through Selective Traffic Enforcement Programs (STEP), Saturation Patrols and checkpoints.			
FAIN 69A3751830000405dNVM, 69A37518300004020NV0	FFY 2019	Award Amount: \$49,000	CFDA # 20.616(d), 20.600
Future Funding Requests will be reviewed each applicable Federal Fiscal Year upon receipt of a new application, where a subsequent year award will be based on available funding, previous performance, and a reassessment of priority concerns.			
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 112-141, Public Law 114-94, 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, and C Supplemental 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 <u>Authorization to Proceed WILL NOT</u> be reimbursed.			
<u>Department of Public Safety</u>		<u>Authorizing Official</u>	
Signature: 		Signature: 	
Name: Amy Davey		Name: Brian Allen	
Title: Administrator/Highway Safety Coordinator, NV DPS-OTS		Title: Chief of Police	
		Phone: (775) 353-2220 E-Mail: ballen@cityofsparks.us	
Contact Information		<u>Project Director</u>	
Office of Traffic Safety – Phone: 775 684-7471		Signature: 	
Program Manager: Rebecca Barnett		Name: Tara Bell	
Phone: (775) 684-7469		Title: Sergeant	
E-Mail: rbarnett@dps.state.nv.us		Phone: (775) 353-2223 E-Mail: tbell@cityofsparks.us	

SCHEDULE A
DESCRIPTION OF PROJECT

PROBLEM STATEMENT:

Fatalities and injuries on Nevada's roadways continue to be a major concern for our citizens.

Safety belts are the single most effective way to reduce injuries and fatalities on our highways. Forty seven percent of motor vehicle fatalities recorded on Nevada roadways in 2016 were not wearing safety belts. Despite public information and media campaigns, the 2017 daytime observational survey reveals 9.4% of drivers and front seat passengers still do not wear safety belts on a regular basis.

One fatality in every 3.25 motor vehicle fatal crashes in 2016 had alcohol involvement.

Speed is a contributing factor in one of every 2.62 motor vehicle fatalities. This costs society billions of dollars annually and dilutes the effectiveness of other priority traffic safety programs, including efforts to reduce impaired driving, distracted driving, increase safety belt use, and improve pedestrian and motorcycle safety. Speed increases the severity of injury crashes.

Pedestrian fatalities continue to be a concern in urban Nevada. There was 1 pedestrian killed for every 4.1 fatalities recorded in 2016.

PROBLEM SOLUTION:

Law enforcement agencies in Nevada join forces to conduct high visibility enforcement of Nevada's safety belt, child passenger, impaired driving, distracted driving, speeding and pedestrian laws using federal grant funds provided by the Department of Public Safety, Office of Traffic Safety.

GOAL:

- Promote high visibility multi-jurisdictional enforcement of Nevada safety belt, DUI, distracted driving, pedestrian and speeding laws.
- Reduce the number of motor vehicle crash injuries and fatalities through public education, and high visibility enforcement efforts.
- To decrease unrestrained traffic fatalities by 10% from the 2014-2016 average of 69 to 62 fatalities for the 2017-2019 average by December 31, 2019.
- To decrease impaired driving fatalities 10% from the 2016 calendar year number of 101 to 91 by December 31, 2019.
- To decrease speed-related motor vehicle crash fatalities 3% from the calendar year 2016 number of 125 to 121 by December 31, 2019.
- To decrease pedestrian fatalities by 10% from the 2016 number of 80 to 72 by December 31, 2019.
- To decrease traffic fatalities by 7% from the 2014-2016 average of 315 to 293 for the 2017-2019 average, by December 31, 2019.

OBJECTIVES:

- Decrease total roadway fatalities by half by 2030; this equates to a 3% per year reduction in numbers each year until 2030. (CY2016: 328. Goal for CY2019: 318).
- Decrease total roadway serious injuries by half by 2030; this equates to a 3% per year reduction in numbers each year until 2030. (CY2016: 1,246. Goal for CY2019: 1,209).
- Maintain observed safety belt use rate at or above 90%.

ACTIVITIES:

Grantees are required to:

- 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 (ATP).
- 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.
- 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: 775-684-7486 or fars@dps.state.nv.us
 - The data gathered by the States to perform FARS analysis is also used by the States when applying for federal highway incentive grants.
 - FARS data is the only census data of all fatal traffic crashes in the U.S. and it is used for many performance measure goals accepted by the States, NHTSA and Federal Highway Administration (FHWA).

NHTSA places the following requirements on the State Office of Traffic Safety to:

- ✓ Provide for the collection of specific data on all reportable traffic fatalities that occur within each jurisdiction (the fifty states plus the District of Columbia, and Puerto Rico);
 - ✓ Report basic information on every motor vehicle crash with reportable fatalities within specified time frames;
 - ✓ Report all required information on each such crash within a specified time frame and;
 - ✓ Encourage the use of the FARS data by members of the traffic and motor vehicle safety community as an important resource for decision making and policy development.
 - ✓ To ensure data currency, OTS must report basic information on each crash/fatality within two weeks of the crash/fatality; and to report on basic information on each crash/fatality during a holiday period within one day of the end of that holiday period. All data must be entered using the FARS microcomputer data entry (MDE) system within 90 days following the crash/fatality.
- Send motor vehicle crash reports per NRS 484E.110, et seq., electronically or manually to the Department of Public Safety/NCATS database, within 10 days after the investigation of the crash and as otherwise required by state law.

See Schedule B (Budget worksheet) with planned events.

- A minimum of one activity within the event must be worked with at least one other agency (co-op).
- Deploy a minimum of 2 officers per site for a minimum of 2 hours. Exceptions can be made by the program manager if approved in writing prior to event. (Officers may be combined with other agencies to meet requirement)
- A minimum of 2 self-initiated contacts (stops) per hour per officer are highly encouraged.
- Complete a progress report and submit within 30 days after the end of each scheduled event.
- Complete and submit a claim with a Payroll Certification Report and back-up documentation within 30 days after the end of each scheduled event.

ENFORCEMENT CRITERIA:

Selective Traffic Enforcement Programs (STEP) Requirements:

- Issue a media release describing the planned activity in advance of the effort. Must be pre-approved thru OTS-can be accomplished via e-mail.
- Base STEP activity on: Number and severity of crashes or violations during the past 12 months, types of violations leading to crashes, days of the week and times of day that crashes occur, as well as other pertinent data such as types of vehicles involved, driver ages, etc. Be prepared to provide documentation that supports the enforcement location.

Saturation Patrol Requirements:

- Issue a media release describing the planned activity in advance of the effort. Must be pre-approved thru OTS-can be accomplished via e-mail.
- Base Patrol efforts on: Number of related crashes during the past 12 months, number of alcoholic beverage outlets in the area, day of week and time of day that crashes occur, or other factors related to high visibility strategies. Be prepared to provide documentation that supports the enforcement location.

Checkpoint Requirements:

- Issue a media release describing the planned activity in advance of the effort. Must be pre-approved thru OTS-can be accomplished via e-mail.
- Conduct sobriety checkpoints in accordance with public law. Base location on number of alcohol related crashes during the past 12 months, number of alcohol beverage outlets in the area, day of week and time of day that crashes occur, or other factors related to high visibility strategies.

RAPID RESPONSE CRITERIA:

- Within 2 weeks of fatalities or spikes in violations that need special enforcement, submit a written request to the JF Program Manager justifying the need for officer overtime funding. Include data to support the request, such as local agency crash data, citation data or officer knowledge that can be documented; Nevada Department of Transportation data; or FARS reports from the OTS. Along with the amount of the request, include how many officers, number of overtime hours, and location(s) to be worked.
- Issue a media release describing the planned activity in advance of the effort. Must be pre-approved thru OTS-can be accomplished via e-mail.
- Activities must occur within 30 days of receiving approval for funding. Base activity on: number and severity of crashes or violations, types of violations leading to crashes, days of the week, and times of day.
- Maximum request is \$5,000 and funds not spent within 30 days will be forfeited.

FUNDING: Also see Schedule B

- Your agency's schedule B of this Agreement is the projected events with budget amounts to be considered and performed contingent upon receipt of an Authorization to Proceed (ATP). Any changes to this schedule or budget must be pre-approved by your assigned Program Manager.
- Funding is specific for staff overtime for working directly on Joining Forces events.
- All enforcement events/activities are to be completed during the specific enforcement timelines unless prior arrangements are made with the Program Manager. Justifications and requests can be made via email.

CLAIMS:

- Claims with a Payroll Certification Report and back-up documentation must be submitted within the Nevada eGrants system within 30 days after the last day of the event. Claims and Progress Reports must reconcile in the number of officers, dates, hours, etc.
- Your agency is ultimately responsible for validating the claims and timesheets, verifying that those timesheets and statistics submitted to OTS for Joining Forces overtime events are correct and valid.

EVALUATION:

The Department of Public Safety, Office of Traffic Safety and the Grantee Agency will evaluate and review each event as they are reported. This evaluation will consider the observed statewide safety belt use rates, alcohol related fatality rates, as well as the enforcement efforts related to speeding and pedestrian concerns. Evaluation of all objectives and scheduled events, cooperation, and Joining Forces efforts with other agencies will be reviewed and considered.

An on-site monitoring review may be conducted by OTS with the Project Director for any agency receiving \$25,000.00 or more, or at the discretion of the Program Manager or Highway Safety Coordinator.

SCHEDULE B
ITEMIZATION OF BUDGET

Agency: Sparks Police Department
Project Title: JOINING FORCES 2019

EVENT #	EVENT SCHEDULE			
	October 1, 2018 – September 30, 2019			
1	IMPAIRED DRIVERS/RIDERS	Oct 19 - Nov 4, 2018	405(d)	\$4,000.00
2*	CLICK IT OR TICKET	Nov 18 - Dec 2, 2018	402-OP	\$3,500.00
3	IMPAIRED DRIVERS/RIDERS	Dec 18, 2018 – Jan 1, 2019	405(d)	\$6,000.00
4	SPEED	Jan 2 – Jan 22, 2019	402-Spd	\$0.00
5	DISTRACTED DRIVERS	Feb 1 – Feb 19, 2019	402-DD	\$2,000.00
6	SPEED	Feb 28 – Mar 13, 2019	402-Spd	\$5,000.00
7	PEDESTRIAN SAFETY	Mar 15 – Mar 31, 2019	402-Ped	\$0.00
8	DISTRACTED DRIVERS	Apr 12 – Apr 22, 2019	402-DD	\$3,000.00
9	SPEED	Apr 24 – May 8, 2019	402-Spd	\$5,000.00
10*	CLICK IT OR TICKET	May 10 – May 23, 2019	402-OP	\$3,500.00
11	IMPAIRED DRIVERS/RIDERS	May 24 – June 2, 2019	405(d)	\$2,500.00
12	PEDESTRIAN SAFETY	June 3 – June 18, 2019	402-Ped	\$1,500.00
13	SPEED	June 28 – July 14, 2019	402-Spd	\$5,000.00
14	DISTRACTED DRIVERS	July 22 – Aug 4, 2019	402-DD	\$3,000.00
15	PEDESTRIAN SAFETY	Aug 5 – Aug 16, 2019	402 -Ped	\$1,500.00
16*	IMPAIRED DRIVERS/RIDERS	Aug 25 – Sept 10, 2019	405(d)	\$2,500.00
	SPECIAL EVENT			
	SPECIAL EVENT-RR			
	TRAVEL		402-Trvl	\$ 1,000
	TOTAL			\$49,000.00

* Required event

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 agreement, hereinafter referred to as "SUB-RECIPIENT."

WHEREAS, MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) of July 6, 2012, and FAST, Fixing America's Surface Transportation Act (P.L. 114-94) of December 4, 2015 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 sub-recipient and any awarding subcontracts must comply with the requirements listed herein, to be eligible for Federal funds in approved traffic safety projects, and

WHEREAS, the sub-recipient's application has been approved 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

1. It is mutually agreed and promised that upon written agreement by sub-recipient and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal funds to sub-recipient's account for reimbursement of eligible expenditures as set forth in the agreement.
2. It is mutually agreed and promised that sub-recipient 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.
3. It is mutually agreed and promised that where reimbursement is made to sub-recipient 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 sub-recipient.
4. 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 monthly for any expenses incurred and paid during the prior month.

II. PROPERTY AGREEMENT

1. 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 \$5,000 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.
2. It is mutually agreed and promised by the sub-recipient 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 claim voucher and shall be subject to audit during that period.

IV. AUDIT RESPONSIBILITY

All agencies that expend \$750,000 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 sub-recipient agency to insure an accepted copy of this audit is submitted to the STATE. If the sub-recipient agency expended < \$750,000 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 agreement. The final report 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 sub-recipient 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

1. Any copyrightable materials produced in the course of a project may be the property of the STATE and sub-recipient 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.
2. 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

1. The sub-recipient 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.
2. Sub-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 sub-recipient hereby certifies, as a condition of receiving Federal funds under the above-numbered traffic safety project, that:

1. 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
2. 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
3. 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
4. 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 (FFATA)

The STATE will comply with FFATA guidance, *OMB Guidance on FFATA Subward and Executive Compensation Reporting*, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- 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;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) The entity in the preceding fiscal year received-
 - (I) 80% or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) 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, or section 6104 of the Internal Revenue Code of 1986
- Other relevant information specified by OMB guidance.

XI. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The STATE and each sub-recipient will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The sub-recipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XII. LOBBYING

A. Certification Regarding Federal Lobbying (applies to SUB-RECIPIENT as well as STATE)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 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 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-award at all tiers (including sub-contracts, sub-grants, and contracts under grant, 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.

B. Restriction on State Lobbying (applies to SUB-RECIPIENT as well as STATE)

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 (applies to SUB-RECIPIENT as well as STATE)

(i) Instructions for Primary Tier Participant Certification

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<http://www.sam.gov/>)
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate the transaction for cause or default.

(ii) Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

(iii) Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which 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*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<http://www.sam.gov/>).

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 or debarment.

(iv) 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 covered transactions 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 (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will comply with the Buy America Act requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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%. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

XV. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XVI. POLITICAL ACTIVITY (HATCH ACT) (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XVII. NONDISCRIMINATION (applies to SUB-RECIPIENT as well as STATE)

The STATE highway safety agency and each SUB-RECIPIENT will comply with all Federal statutes and implementing regulations relating to nondiscrimination. (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C.2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibits discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such program or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Population and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

XVIII. POLICY ON SEAT BELT USE (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will comply with Executive Order 1343, Increasing Seat Belt Use in the United States, dated April 16, 1997, the recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network on Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XIX. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will comply with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, grantees are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work or on behalf of the Government. Recipients are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to

employees about the safety risks associated with texting while driving.

XX. PARTICIPATION IN TRAFFIC SAFETY TASK FORCES

At least one SUB-RECIPIENT staff member will attend, in person or by teleconference, traffic safety task force meetings, related to their funded program area, during the year in an effort to gain knowledge and provide input regarding the traffic safety topic discussed. Participation will be recorded in the progress report submitted to the STATE. Teleconference participation is the preferred method of attendance if travel would require an increase usage of funds. Funding for travel to attend the meetings in person will be prior approved by the STATE program manager.

XXI. PARTICIPATION IN GRANT AND PROGRAM DEVELOPMENT

The SUB-RECIPIENT Project Director and Fiscal Officer will attend STATE designated training on grant and/or program development during the grant period.

XXII. FAILURE TO COMPLY In addition, the SUB-RECIPIENT agrees that if it fails or refuses to comply with these undertakings, the STATE may take any or all of the following actions:

- a. Cancel, terminate, or suspend this agreement in whole or part
- b. Refrain from extending any further assistance to the SUB-RECIPIENT under the program, until satisfactory assurance of future compliance has been received
- c. 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 SUB-RECIPIENT 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 SUB-RECIPIENT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall become effective upon the STATE'S AGREEMENT and issuance of Authorization to Proceed.

SEE ALSO SCHEDULE C – STATE SUPPLEMENT BELOW

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 SUB-RECIPIENT AGENCY NEEDS TO MAKE ANY REVISIONS TO THIS PROJECT AGREEMENT** during the grant period, the sub-recipient must notify OTS via a change order and 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 SUB-RECIPIENT, YOUR AGENCY IS REQUIRED TO CONTRIBUTE MATCHING FUNDS TO THE APPROVED PROJECT.** The sub-recipient is required to report on or substantiate in-kind or matching contributions on each claim submitted. The Office of Traffic Safety grant program manager assigned to the project can help you with this. Documentation for the match must be available for review upon request. For more information please refer to our Grant Administration Manual located on the Nevada eGrants website: <http://egrants.nv.gov>; once logged in, click 'My Training Materials' tab.
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 \$5,000 or higher, a Property Acquisition Report must be submitted before submitting a claim for reimbursement.
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 educational 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, 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. **SUB-RECIPIENTS 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-recipient who receive federal funding from more than one source.
7. **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 must be submitted to OTS via the Application Process in Nevada eGrants.
8. **SUB-RECIPIENT 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-recipient or any other party. Sub-recipient 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-recipient 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.

9. 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 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.
10. INDEMNIFICATION Neither party waives any right or defense to indemnification that may exist in law or equity.
11. 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.
12. 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 or non-profit 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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 SUB-RECIPIENT agency that this SCHEDULE C – STATE SUPPLEMENT shall become effective upon the STATE’S AGREEMENT and issuance of Authorization to Proceed.

March 2018