



WASHOE COUNTY

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CM/ACM JS
Finance LC/CH
DA KM
Risk Mgt. NA
HR NA
Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: November 29, 2016

DATE: October 4, 2016
TO: Board of County Commissioners
FROM: Sgt. Dennis Hippert, Patrol Division, 328-2895,
dhippert@washoecounty.us

THROUGH: Chuck Allen, Sheriff ⁵¹⁷ ~~328-2895~~ 150

SUBJECT: Approve the Joining Forces 2017 grant from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events and for limited travel expenses, [\$120,000.00, No cash match required; 25% in-kind match required] for the retroactive grant term of 10/1/16 through 9/30/17 and if approved, direct Comptroller's Office to make the necessary budget amendments. (All Commission Districts)

SUMMARY

This grant has been awarded to cover overtime costs allowing our agency to participate in various traffic enforcement events scheduled by the Office of Traffic Safety (OTS) as well as limited travel expenses. Item was submitted to first available BCC meeting once received.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

Prior Joining Forces award was approved by the Board on September 22, 2015, October 28, 2014, and September 24, 2013.

BACKGROUND

The Washoe County Sheriff's Office has been awarded a grant with the Nevada Office of Traffic Safety to continue to conduct traffic enforcement checkpoints and enforcement events throughout Federal FY 2017. This grant will pay for overtime costs incurred by commissioned staff for enforcement efforts that are scheduled by OTS throughout the grant period, which ends September 30, 2017. This funding also pays for limited travel costs to specific events as approved by the grantor.

AGENDA ITEM # 6-5-1

GRANT AWARD SUMMARY

Project/Program Name: Joining Forces 2017

Scope of the Project: Conduct traffic enforcement events and checkpoints.

Benefit to Washoe County Residents: Safer roads for our community, and a reduction in accidents

On-Going Program Support: None.

Award Amount: \$120,000.00

Grant Period: 10/1/16-9/30/17

Funding Source: U.S. Department of Transportation

Pass through From: State of Nevada Department of Public Safety, Office of Traffic Safety

CFDA Number: Multiple for this award, depending on type of enforcement activity: 20.616d (405d funds); 20.600 (402 funds)

Grant ID Number: JF-2017-WCSO-00002

Match Amount and Type: 25% in-kind match. This will be accomplished with straight time hours worked during each event.

Sub-Awards and Contracts: N/A

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the FY17 adopted budget will be increased by \$120,000.00 in both revenues and expenditures in the following accounts:

Increase Revenues

TBD - 431100	(Joining Forces 2016 – 402 -Overtime)	\$85,000.00
TBD - 431100	(Joining Forces 2016 – 402 –Travel	\$ 1,000.00
TBD - 431100	(Joining Forces 2016 – 405d – Overtime)	\$34,000.00

Increase Expenditures

TBD - 701300	(Joining Forces 2016 – 402 -Overtime)	\$85,000.00
TBD - 711210	(Joining Forces 2016 – 402 -Travel)	\$ 1,000.00
TBD - 701300	(Joining Forces 2016 – 405d – Overtime)	\$34,000.00

- 25% in-kind match required. This will be met with straight hours worked at each event, this has been approved by the grantor. This is a reimbursement grant.

- Reimbursement
 - Upfront cash from General funds
- Sponsor does not allow for indirect costs

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Joining Forces 2017 grant from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events and for limited travel expenses, [\$120,000.00, No cash match required; 25% in-kind match required] for the retroactive grant term of 10/1/16 through 9/30/17 and if approved, direct Comptroller's Office to make the necessary budget amendments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve the Joining Forces 2017 grant from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events and for limited travel expenses, [\$120,000.00, No cash match required; 25% in-kind match required] for the retroactive grant term of 10/1/16 through 9/30/17 and if approved, direct Comptroller's Office to make the necessary budget amendments.

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

Project Title: Joining Forces 2017			
Applicant Agency: Washoe County Sheriff's Office		Governmental Unit:	
DUNS Number: 609738455		501(c) Attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Grant Period: From: Effective date of Authorization To: September 30, 2017			
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.			
Federal Funds Funding Level	FFY 2017	\$120,000	CFDA # 20.600, 20.616(d)
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 23.200 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 MAY NOT 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 Authorization to Proceed WILL NOT be reimbursed.			
<u>Department of Public Safety</u>		<u>Authorizing Official</u> <u>Governmental Unit</u>	
Signature: <i>Amy Davey</i>		Signature:	
Name: Amy Davey		Name: Chuck Allen	
Title: Administrator/Highway Safety Coordinator, NV DPS-OTS		Title: Sheriff	
		Phone: (775) 328-3012 E-Mail: callen@washoecounty.us	
Contact Information		<u>Project Director</u>	
Office of Traffic Safety – Phone: 775 684-7471		Signature:	
Program Manager: Rebecca Barnett		Name: Dennis Hippert	
Phone: (775) 684-7469		Title: Sergeant	
E-Mail: rbarnett@dps.state.nv.us		Phone: (775) 328-2895 E-Mail: dhippert@washoecounty.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. Fifty-two percent of motor vehicle fatalities recorded on Nevada roadways in 2014 were not wearing safety belts. Despite public information and media campaigns, the 2015 daytime observational survey reveals 7.9% of drivers and front seat passengers still do not wear safety belts on a regular basis.

One fatality in every 3.12 motor vehicle fatal crashes in 2014 had alcohol involvement.

Speed is a contributing factor in one of every 2.91 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. Speeding increases the severity of injury crashes.

Pedestrian fatalities continue to be a concern in urban Nevada. There was 1 pedestrian killed for every 4.04 fatalities recorded in 2014.

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 from the 2012-2014 average of 61 to 58 fatalities for the 2014-2016 average by December 31, 2017.
- To decrease impaired driving fatalities 10% from the 2014 calendar year number of 93 to 84 by December 31, 2017.
- To decrease speed-related motor vehicle crash fatalities 3% from the calendar year 2014 number of 100 to 97 by December 31, 2017.
- To decrease pedestrian fatalities by 10% from the 2014 number of 72 to 65 by December 31, 2017.
- To decrease traffic fatalities by 7% from the 2012-2014 average of 271 to 253 by December 31, 2017.

OBJECTIVES:

- Decrease total roadway fatalities by half by 2030; this equates to a 3% per year reduction in numbers each year until 2030. (CY2014: 291. Goal for CY2017: 283).
- Decrease total roadway serious injuries by half by 2030; this equates to a 3% per year reduction in numbers each year until 2030. (CY2014: 1,209. Goal for CY2017: 1,173).
- Maintain observed safety belt use rate at or above 90%.

ACTIVITIES:

- **See Schedule B (Budget worksheet) with planned events.**
- 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, 4615 W. Sunset Rd, Las Vegas NV 89118, fax: 702-432-5377 or jgallagher@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.
- All law enforcement agencies are required to send their 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.
- 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.
- 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 10 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.

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: Washoe County Sheriff's Office

Project Title: JOINING FORCES 2017

EVENT #	EVENT SCHEDULE			
	October 1, 2016 – September 30, 2017			
1	IMPAIRED DRIVERS/RIDERS	Oct 15-Nov 1, 2016	405(d)	\$ \$0.00
2	DISTRACTED DRIVERS	Nov 2-Nov 13, 2016	402-DD	\$ \$0.00
3*	CLICK IT OR TICKET	Nov 14-Dec 10, 2016	402-OP	\$ \$10,000.00
4	IMPAIRED DRIVERS	Dec 16, 2016 -Jan 3, 2017	405(d)	\$ \$4,000.00
5	SPEED	Jan 4-Jan 18, 2017	402-Spd	\$ \$4,000.00
6	DISTRACTED DRIVERS	Jan 19-Jan 30, 2017	402-DD	\$ \$13,000.00
7	IMPAIRED DRIVERS	Feb 1-Feb 15, 2017	405(d)	\$ \$4,000.00
8	SPEED	Mar 1-Mar 14, 2017	402-Spd	\$ \$4,000.00
9	IMPAIRED DRIVERS/RIDERS	Mar 15-Mar 29, 2017	405(d)	\$ \$5,000.00
10	DISTRACTED DRIVERS	Apr 1-Apr 15, 2017	402-DD	\$ \$12,000.00
11	PEDESTRIAN SAFETY	Apr 16-Apr 30, 2017	402-Ped	\$ \$9,000.00
12	IMPAIRED DRIVERS/RIDERS	May 1-May 7, 2017	405(d)	\$ \$5,000.00
13*	CLICK IT OR TICKET	May 10-May 31, 2017	402-OP	\$ \$3,000.00
14	PEDESTRIAN SAFETY	Jun 1-Jun 9, 2017	402-Ped	\$ \$9,000.00
15	SPEED	Jun 10-Jun 28, 2017	402-Spd	\$ \$4,000.00
16	IMPAIRED DRIVERS/RIDERS	Jun 30-Jul 14, 2017	405(d)	\$ \$6,000.00
17	SPEED	Jul 15-Jul 30, 2017	402-Spd	\$ \$4,000.00
18	PEDESTRIAN SAFETY	Aug 7-Aug 14, 2017	402-Ped	\$ \$9,000.00
19	SPEED	Aug 15-Aug 29, 2017	402-Spd	\$ \$4,000.00
20*	IMPAIRED DRIVERS/RIDERS	Sep 1-Sep 15, 2017	405(d)	\$ \$10,000.00
	TRAVEL		402-Trvl	\$ \$1,000.00
	TOTAL			\$120,000.0

* 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 application, hereinafter referred to as "APPLICANT."

WHEREAS, MAP-21, the 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 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

1. 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.
2. 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.
3. 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.
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 that time period.

II. PROPERTY AGREEMENT

1. Property purchased through this project which has an anticipated useful life extending beyond two years, 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 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 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 applicant agency to insure an accepted copy of this audit is submitted to the STATE. If the applicant 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 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**
 - 1. 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.
 - 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 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.
 - 2. 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:

 - 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 in the preceding fiscal year, that entity received:
 - 80% or more of its annual gross revenues in Federal awards;
 - \$25,000,000 or more in annual gross revenues from Federal awards; and
 - the public does not have access to data on executive compensation through 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
- Any other relevant information specified by OMB.

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

- The State will provide a drug-free workplace by:
- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee'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).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. 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.
- 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 Applicants as well as States)

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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 Applicants as well as States)

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 Applicants as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
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 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 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 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.
 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and* have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. 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 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 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", 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.
 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 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.
 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 this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that 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 participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier 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 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*, *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.

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 (applies to Applicants as well as States)

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) (applies to Applicants as well as States)

The State 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.

XVI. NONDISCRIMINATION (applies to Applicants as well as States)

The State highway safety 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 (Pub. 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 (Pub. L. 101–336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100–259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; 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.

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 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 on each claim submitted. 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 Nevada eGrants website at: <http://egrants.nv.gov>; once logged in, click on the '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, 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 SUBMIT 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 must be submitted to OTS via the Application Process in Nevada eGrants.

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 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 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.
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.

Dec 2015