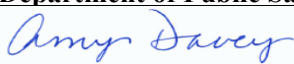


STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF TRAFFIC SAFETY
Project Agreement

OTS UEI # N429NLYU9KN4

| | | | |
|---|--|--|---|
| <u>Project Title:</u> Reno PD - Pedestrian Enforcement | | | |
| Applicant Agency: Reno Police Department | | Governmental Unit: | |
| UEI Number: TH74SE96JVC7 | | 501 (c) Attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Budget Period: | From: Effective date of Authorization | To: September 30, 2024 | |
| Performance Period: | From: Effective date of Authorization | To: September 30, 2024 | |
| PROJECT DESCRIPTION: The Reno Police Department (RPD) will utilize \$65,000 in federal funding for traffic enforcement to target known crash-causing violations and behaviors and to conduct traffic safety messaging and outreach . RPD will use the most recent crash and citation data available to employ high-visibility enforcement activities focused on reducing the number and severity of crashes in their jurisdiction. | | | |
| FAIN 69A37522300004020NV0, 69A37523300004020NV0 | FY 2024 | Award Amount: \$65,000.00 | Assistance Listing # 20.600, 20.600 |
| 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 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. | | | |

| | |
|---|--|
| <p style="text-align: center;"><u>Department of Public Safety</u></p> <p>Signature: </p> <p>Name: Amy Davey</p> <p>Title: Administrator/Highway Safety Coordinator, NV DPS-OTS</p> <p style="text-align: center;">Contact Information</p> <p>Program Manager: Todd Hartline-PM</p> <p>Phone: (775) 450-2122</p> <p>E-Mail: thartline@dps.state.nv.us</p> | <p style="text-align: center;"><u>Authorizing Official</u></p> <p>Signature:</p> <p>Name: Kathryn Nance</p> <p>Title: Chief of Police</p> <p style="text-align: center;"><u>Project Director</u></p> <p>Signature:</p> <p>Name: Michael Browett</p> <p>Title: Lieutenant</p> |
|---|--|

SCHEDULE A
DESCRIPTION OF PROJECT

PURPOSE

PROBLEM STATEMENT:

The focus for this project is vulnerable road user safety throughout the city of Reno and active mobility safety for students along routes to and from school. The 2021 numbers recently released by the National Highway Traffic Safety Administration (NHTSA) show 7,388 pedestrians were killed in traffic crashes which equals one person every 71 minutes. This is a 12.5% increase over the 6,516 pedestrians killed in crashes from 2020 which was a 3.9% increase over the total from 2019. The three-year trend reveals a drastic increase in the number of pedestrians killed in traffic crashes .

NHTSA data also reveals pedestrian deaths are increasing faster than all other traffic fatalities . From 2010-2021 "all other" traffic deaths increased by 25% but pedestrian deaths increased by 77%. The pedestrian fatality rate for the U.S. was 2.37 in 2022, but 2.83 in Nevada.

The Reno Police Department investigated 153 pedestrian crashes in 2022.

The countermeasures recommended by NHTSA include conducting speed enforcement , especially at high-risk locations, increasing enforcement of pedestrian-friendly laws, and educating motorists and pedestrians on required safety behaviors related to specific laws to enhance safe interaction between motorists and pedestrians.

COUNTERMEASURES:

Countermeasures That Work – 10th Edition, 2020.

Countermeasure Strategies:

- Laws and Enforcement
- Education, Prevention, and Intervention
- Communications and Outreach

GOALS:

The goals for this enforcement project are as follows:

- Reduce the number of pedestrian crashes in RPD's jurisdiction .
- Reduce the number of student-involved pedestrian crashes in and around school zones and along school routes in RPD's jurisdiction .

OBJECTIVES

MEASUREABLE STEPS / TIMELINE:

Objectives for this project obtained through enforcement and education are:

- Reduce the number crashes in RPD's jurisdiction by 5% from the 153 reported in 2022.
- Reduce the number of student-involved crashes by 16.5% from six reported in the 2021-2022 school year, to five in the 2023-2024 school year.
- Allowable enforcement activities include, but are not limited to, speeding, occupant restraint, distracted driving, pedestrian safety, and hazardous moving violations.

Grant Funds shall be expended for the purposes and budget specified herein.

TIMELINE:

October 2023–Award received.

January 2023–September 2024: Pedestrian safety enforcement activities performed each month.

January 2023–September 2024: Three or more public outreach activities performed with safety messaging that educates motorists, vulnerable road users, and students with proven best practices and tips for driver awareness and vulnerable road user safety.

October 2023–September 2024: Monthly reporting requirements to the Office of Traffic Safety.

September 2024: Final evaluation due to the Office of Traffic Safety

SELF SUSTAINABLE:

Future overtime activities for pedestrian enforcement are reliant on continued funding from the Nevada Office of Traffic Safety.

ACTIVITIES:

- Throughout the grant year (October 2023-September 2024) on a monthly schedule, the Reno Police Department will conduct enforcement activities directed towards reducing the number of crashes involving vulnerable road users.
- For each enforcement activity, RPD will use the provided stat sheet to report all enforcement data to the Office of Traffic Safety.
- Three or more public outreach activities completed with safety messaging. Utilizing proven strategies to educate motorists, vulnerable road users, and students and provide best practices and tips for driver awareness and vulnerable road user safety.
- Develop and conduct activities that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities.
- If the agency wishes to initiate an activity outside of those listed, approval must be granted by the OTS program manager overseeing the project.
- An agency representative will attend quarterly Nevada Strategic Highway Safety Plan Task Force meetings.

OTHER REQUIRED ACTIVITIES:

All sub-recipients are required to:

1. 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).
2. 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.
3. Submit monthly progress reports detailing the status of each objective and activity by the 15th of the following month, as well as final *Annual* report summarizing the project's accomplishments/shortcomings within 30 days of end of grant. **Progress reports should include** copies of any reports, documents, press releases, and print media coverage related to the grant project.
4. Claims for reimbursement must be submitted monthly for any expenses incurred and paid during that time period. If expenses are for personnel, a Payroll Certification Report must also be completed and submitted.

All law enforcement agencies are required to also:

1. 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.
2. 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.

EVALUATION:

Reno Police Department Lieutenant, Jason Stallcop, will evaluate this project on behalf of the subrecipient.

The statistical categories assessed to determine project success will include the number of pedestrian involved crashes that occur in RPD's jurisdiction, pedestrian safety citations issued, the number of citations issued in and around Washoe County school zones, and the number of public outreach activities completed.

The project will be deemed successful if it contributes to the reduction of pedestrian involved crashes and student related crashes in the Reno Police Department's jurisdiction.

The final progress report will include an overall evaluation of the project, achievements, barriers, cumulative statistics, community engagement activities and feedback received, and if applicable a final inventory list of equipment purchased.

BASELINE DATA:

- In 2022 there were 153 pedestrian involved crashes reported by RPD.
- During the 2021-2022 school year there were six (6) student involved crashes reported by RPD.

COORDINATING OTHER AGENCIES:

The Reno Police Department will coordinate with the Washoe County Sheriff's Office to perform pedestrian and student transportation safety enforcement activities. RPD will coordinate with adjacent agencies during Joining Forces pedestrian enforcement activities.

SCHEDULE B
ITEMIZATION OF BUDGET

Agency: Reno Police Department

Project Title: Reno PD - Pedestrian Enforcement

Fiscal Year: 2024

| Category | Grant Funds | Matching Funds | Total Project Cost 100% |
|--------------------|-------------|----------------|----------------------------|
| Personnel | \$61,000.00 | \$15,250.00 | \$76,250.00 |
| Travel | | | \$0.00 |
| Contract Services | | | \$0.00 |
| Equipment | | | \$0.00 |
| Other Direct Costs | \$4,000.00 | \$1,000.00 | \$5,000.00 |
| Indirect Costs | | | \$0.00 |
| Program Income | | | \$0.00 |
| Total Expenses | \$65,000.00 | \$16,250.00 | \$81,250.00 |

BUDGET NARRATIVE:

The Reno Police Department will utilize \$65,000 to pursue the goals, objectives, activities, and outcomes described within this agreement. The dates and times will be selected by RPD to maximize enforcement capabilities and productivity.

Hourly rates for the employees participating are as follows:

Officer overtime @ \$66.78 per hour

Sergeant overtime @ \$102.72 per hour

Dispatcher overtime @ \$58.85 per hour

RPD will use \$4,000 of the total, in other direct costs, to print education materials for schools and for high visibility clothing for officers to wear while performing enforcement activities.

Matching funds equal to \$16,250 will accrue from lieutenant regular hours performing grant administrative duties as well as officer, sergeant, and lieutenant hours on regular time on enforcement activities. Match funds will also accrue from agency vehicle use at \$20 per hour.

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, FAST, Fixing America’s Surface Transportation Act (P.L. 114-94) of December 4, 2015, provides Federal, State and the Infrastructure Investment and Jobs Act (P.L. 117-58), or other funds through the National Highway Traffic Safety Administration (NHTSA) to the State for approved traffic safety projects.

WHEREAS the 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, National Highway Traffic Safety Administration, 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, State or Other funds for traffic safety projects, and is aware that this agreement is dependent upon availability of funds as appropriated by Congress or the State.

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

I. General Requirements

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended.
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58.
- [23 CFR part 1300 <https://www.ecfr.gov/current/title-23/part-1300>](https://www.ecfr.gov/current/title-23/part-1300)-Uniform Procedures for State Highway Safety Grant Programs.
- [2 CFR part 200 <https://www.ecfr.gov/current/title-2/part-200>](https://www.ecfr.gov/current/title-2/part-200)-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- [2 CFR part 1201 <https://www.ecfr.gov/current/title-2/part-1201>](https://www.ecfr.gov/current/title-2/part-1201)-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

III. Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (<https://www.fsrs.gov/>) 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.

- Unique entity identifier (generated by *SAM.gov*).
- 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 percent 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 ([15 U.S.C. 78m\(a\)](#) <https://www.govinfo.gov/link/uscode/15/78m>), [78o\(d\)](#) <https://www.govinfo.gov/link/uscode/15/78o>) or section 6104 of the Internal Revenue Code of 1986.
- Other relevant information specified by OMB guidance.

IV. Nondiscrimination (Applies to Subrecipients as Well as States)

The State highway safety agency [and its subrecipients] 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](#) <https://www.govinfo.gov/link/uscode/42/2000d> *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin).
- [49 CFR part 21](#) <https://www.ecfr.gov/current/title-49/part-21> (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effetuation of Title VI of the Civil Rights Act of 1964*).
- [28 CFR 50.3](#) <https://www.ecfr.gov/current/title-28/section-50.3> (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#) <https://www.govinfo.gov/link/uscode/42/4601>), (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](#) <https://www.govinfo.gov/link/uscode/23/324> *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681](#) <https://www.govinfo.gov/link/uscode/20/1681>–1683 and 1685–1686), (prohibit discrimination on the basis of sex).
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) <https://www.govinfo.gov/link/uscode/29/794> *et seq.*), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#) <https://www.ecfr.gov/current/title-49/part-27>.
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) <https://www.govinfo.gov/link/uscode/42/6101> *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, subrecipients and contractors, whether such programs or activities are Federally-funded or not).
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131](#) <https://www.govinfo.gov/link/uscode/42/12131>–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](#) <https://www.ecfr.gov/current/title-49/part-37> and [38](#) <https://www.ecfr.gov/current/title-49/part-38>.
- [Executive Order 12898](#) <https://www.federalregister.gov/executive-order/12898>, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing 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).
- [Executive Order 13166](#) <https://www.federalregister.gov/executive-order/13166>, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)).
- [Executive Order 13985](#) <https://www.federalregister.gov/executive-order/13985>, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government).
- [Executive Order 13988](#) <https://www.federalregister.gov/executive-order/13988>, *Preventing and Combating*

Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

V. MINORITY BUSINESS ENTERPRISE CERTIFICATION

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 based on race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with Federal funds.

SUB-RECIPIENT will notify the Office of Traffic Safety (OTS) prior to the announcement or award of any third-party contract.

VI. General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

VII. Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23\(b\)](https://www.ecfr.gov/current/title-23/section-21.23) [\(<https://www.ecfr.gov/current/title-23/section-21.23>](https://www.ecfr.gov/current/title-23/section-21.23) and (e) [\(<https://www.ecfr.gov/current/title-23/section-21.23>](https://www.ecfr.gov/current/title-23/section-21.23) of 49 CFR part 21 [\(<https://www.ecfr.gov/current/title-49/part-21>](https://www.ecfr.gov/current/title-49/part-21) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d [\(<https://www.govinfo.gov/link/uscode/42/2000d>](https://www.govinfo.gov/link/uscode/42/2000d) to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance

will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

The State Highway Safety Agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State Highway Safety Agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

VIII. The Drug-Free Workplace Act of 1988 ([41 U.S.C. 8103](https://www.govinfo.gov/link/uscode/41/8103) <<https://www.govinfo.gov/link/uscode/41/8103>>)

The State 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 grantee'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 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).
- c. 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.
- 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-
 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 a 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 the paragraphs above.

IX. Political Activity (Hatch Act) (Applies to Subrecipients as Well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501](https://www.govinfo.gov/link/uscode/5/1501) <<https://www.govinfo.gov/link/uscode/5/1501>>-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

X. Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

A. 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-awards 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.

XI. Restriction on State Lobbying (Applies to Subrecipients 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.

XII. Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

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 <<https://www.ecfr.gov/current/title-2/part-180>> and 1200 <<https://www.ecfr.gov/current/title-2/part-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](#) <<https://www.ecfr.gov/current/title-2/part-180>> and [1200](#) <<https://www.ecfr.gov/current/title-2/part-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](#) <<https://www.ecfr.gov/current/title-48/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](#) <<https://www.ecfr.gov/current/title-2/part-180>> and [1200](#) <<https://www.ecfr.gov/current/title-2/part-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](#) <<https://www.ecfr.gov/current/title-48/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 (<<https://www.sam.gov/>>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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](https://www.ecfr.gov/current/title-48/part-9/subpart-9.4) <<https://www.ecfr.gov/current/title-48/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.

XIII. 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 from participating in covered transactions 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 records, 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.
 - (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.

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** <<https://www.ecfr.gov/current/title-2/part-180>> and **1200** <<https://www.ecfr.gov/current/title-2/part-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** <<https://www.ecfr.gov/current/title-2/part-180>> and **1200** <<https://www.ecfr.gov/current/title-2/part-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** <<https://www.ecfr.gov/current/title-48/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** <<https://www.ecfr.gov/current/title-2/part-180>> and **1200** <<https://www.ecfr.gov/current/title-2/part-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** <<https://www.ecfr.gov/current/title-48/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 (<<https://www.sam.gov/>>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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](https://www.ecfr.gov/current/title-48/part-9/subpart-9.4) <<https://www.ecfr.gov/current/title-48/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.

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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating 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 (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](https://www.govinfo.gov/link/uscode/23/313) <<https://www.govinfo.gov/link/uscode/23/313>>) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, 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 percent. 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. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the sub-recipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). 2CFR200.322

XVI. Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

General Requirements

No employee, officer, or agent of a state or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may:
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for deciding or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

XVII. Prohibition on Using Grant Funds to Check for Helmet Usage (Applies to Subrecipients as Well as States)

The State and each subrecipient 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.

XVIII. Section 402 Requirements

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402 <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402) is accurate and complete.
2. The Governor is the responsible official for the administration of the State Highway Safety Program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\) <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402 <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\) <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\) <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\) <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\) <https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402))

6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles.
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving more than posted speed limits.
- An annual statewide seat belt use survey in accordance with [23 CFR part 1340](https://www.ecfr.gov/current/title-23/part-1340) [<https://www.ecfr.gov/current/title-23/part-1340>](https://www.ecfr.gov/current/title-23/part-1340) for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
- Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in [23 U.S.C. 148\(a\)](https://www.govinfo.gov/link/uscode/23/148) [<https://www.govinfo.gov/link/uscode/23/148>](https://www.govinfo.gov/link/uscode/23/148).
- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands.

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. ([23 U.S.C. 402\(j\)](https://www.govinfo.gov/link/uscode/23/402) [<https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402))

8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. ([23 U.S.C. 402\(c\)\(4\)](https://www.govinfo.gov/link/uscode/23/402) [<https://www.govinfo.gov/link/uscode/23/402>](https://www.govinfo.gov/link/uscode/23/402))

THIS ASSURANCE is given in consideration of and for the purpose of obtaining 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

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. AGREEMENT CHANGES

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. MATCHING FUNDS

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 on 'My Training Materials' tab.

3. EQUIPMENT PURCHASES

The 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. The agency must receive prior written approval from the Office of Traffic Safety before acquiring or disposing of equipment valued at \$5,000 or more.

- a) Equipment 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 the property described above if, in the opinion of the STATE, the property is not being used as intended; not being used to the capacity that it could be or being used in a negligent manner.
- b) It is mutually agreed and promised by the SUB-RECIPIENT that no property purchased through this project will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

4. ELIGIBLE EXPENDITURES AND PROGRAM INCOME

- a) 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, State or Other funds to SUB-RECIPIENT's account for reimbursement of eligible expenditures as set forth in the agreement.
- b) It is mutually agreed and promised that SUB-RECIPIENT shall reimburse STATE for any ineligible or unauthorized expenditure for which Federal, State or Other funds have been claimed and payment received as determined by a State or Federal audit.
- c) It is mutually agreed and promised that where reimbursement is made to 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.

- d) It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted monthly for any expenses incurred and paid during the prior month.
- e) SUB-RECIPIENTS are encouraged to earn income to defray program costs where appropriate. Program Income must be identified in the project agreement and when claiming reimbursements and associated expenses.
- f) Definition: Program Income means gross income earned by the subrecipients that is directly generated by a supported activity or earned because of the Federal award during the period of performance. See 2 CFR 200.80 for a full definition of Program Income.
- g) Reporting requirements and authorized uses of Program Income are found in 2 CFR 200.80, 2 CFR 1201.80 and 2 CFR 200.307.

5. MATERIALS/PROMOTIONAL ITEMS (PI&E)

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 include, but is not limited to, TV and radio public service announcements, billboards, pamphlets/brochures and posters, and other promotional materials. Approved materials 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.*

6. COPYRIGHTS AND PATENTS

- a) Any copyrightable materials produced during 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.
- b) The ownership of all rights accruing from any patentable discoveries or inventions resulting from a project should be covered in the agreement. An irrevocable, non-exclusive, nontransferable, and royalty-free license to practice each discovery or invention in the manufacture, use, and disposition, according to law, of any article or material, and in the use of any method developed as a part of the work under the agreement should be obtained for the United States Government, the State Government, and its political subdivisions.

7. REPORTING

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.

8. POLICY ON SEAT BELT USE

The SUB-RECIPIENT is required 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.

9. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

The SUB-RECIPIENT is required to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging for its employees when driving company-owned, rented vehicles, or personally owned vehicles.

10. PARTICIPATION IN TRAFFIC SAFETY TASK FORCES MEETINGS

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 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 requires prior approval by the STATE program manager.

11. GRANT AND PROGRAM DEVELOPMENT TRAINING

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

12. CERTIFICATION OF NON-DUPPLICATION 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:

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

13. SINGLE LINE AUDIT

SUB-RECIPIENT agencies must submit their most recent audit report to OTS. Non-profit organizations are required to provide the OTS a copy of their most recent audited financial status report prior to issuance of an Authorization to Proceed.

All agencies that are awarded \$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 ensure 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.

14. PERSONNEL REIMBURSEMENT

Sub-recipient is 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.

15. 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 the OTS with their unique UEI number before an Authorization to Proceed can be issued. This information must be submitted to the OTS via the Application Process in Nevada eGrants.

16. SUB-RECIPIENT IS AND SHALL BE INDEPENDENT

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.

17. INSPECTION & AUDIT

- a) 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) 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) 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.

18. OUTSIDE EVALUATOR

The Office of Traffic Safety's may choose to evaluate the funded project at any time and at OTS's expense. The evaluation may be conducted in-person or conducted virtually. Subrecipient will put systems in place which allow tracking and reporting on activities and collection of required data. Subrecipient will provide access to data collected, implementation of project/program, and provide information on all functions and processes to have the project evaluated for compliance and success. If the evaluation is conducted virtually the Subrecipient agrees to furnish digital copies of any requested records in advance of the scheduled evaluation. Future funding may depend upon the implementation of new tasks assigned to ensure efficient program operation.

19. INDEMNIFICATION

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. COMPLIANCE WITH LAW

SUB-RECIPIENT shall comply with all applicable Federal laws, State laws, local jurisdiction ordinances and executive branch directives in effect or hereafter established, including, without limitation, health and safety directives issued by the Governor of Nevada and local jurisdictions.

29. 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.

30. SUSPENSION/TERMINATION

Federal awarding agencies, the State, and non-federal entity recipients may terminate awards or parts of an award for specific reasons, including noncompliance with the terms and conditions of a federal award and instances when the federal awarding agency determines that an award no longer effectuates the program goals or agency priorities. See 2 CFR 200.340 for additional information.

This Agreement may be suspended or terminated in whole or in part in any of the following situations by:

- a) The STATE when the SUB-RECIPIENT has materially failed to comply with the terms and conditions of the grant or when the STATE determines that the performance of the project is not in the best interest of the STATE.
- b) The STATE when there is reasonable cause, such as results from the Single Audit Report required by OMB (old A-133) that puts in question the SUB-RECIPIENT'S ability to administer the Agreement or pay Agreement costs before claiming reimbursement; failure to pay Agreement costs before claiming reimbursement, a criminal indictment or civil judgment; deliberate false statements in any communication to the STATE regarding the Agreement, and/or deliberate failure to follow Agreement objectives and activities without seeking a change in the AGREEMENT with the STATE.
- c) The STATE and the SUB-RECIPIENT by mutual agreement (if the STATE and the SUB-RECIPIENT cannot reach an agreement, the STATE reserves the right to unilaterally terminate the grant); or
- d) The SUB-RECIPIENT on written notice to the STATE setting forth the reasons for such action, the effective date, and, in the case of partial termination, the portion to be terminated or suspended. If the STATE determines that the remaining portion of the grant award will not accomplish the purposes of the grant, it may choose to suspend or terminate the entire grant project.

This Agreement may be terminated by either party prior to the date set for above, provided that the termination shall not be effective until thirty (30) calendar days after the party has served written notice upon the other party. This Agreement may be terminated unilaterally by either party without cause or by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal, state and/or other funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

The STATE may terminate this Agreement, and the SUB-RECIPIENT waives all claim(s) for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the STATE'S funding from federal, state and /or other sources is not appropriated or is withdrawn, limited, or impaired.

31. BENEFIT TO LOCAL AGENCIES

- a. In accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the Nevada Department of Public Safety, Office of Traffic Safety coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The Nevada Department of Public Safety, Office of Traffic Safety will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing this agreement, the project director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.
- b. In accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the Nevada Department of Public Safety's Highway Patrol to aid in traffic and high visibility enforcement necessary to change driver behavior. These efforts will include local jurisdictions and will be coordinated statewide. By signing this agreement, the project director signifies his/her understanding that coordinating resources with the Nevada Highway Patrol benefits the political subdivision and approves the participation of the Nevada Highway Patrol within his/her jurisdiction.

It is mutually agreed between the STATE and the SUB-RECIPIENT agency that this SCHEDULE C - STATE SUPPLEMENT shall become effective upon agreement signature and the Authorization to Proceed.