



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

OTS UEI # N429NLYU9KN4

<u>Project Title:</u> Specialty Courts Coordinator			
Applicant Agency: District Court - 8th Judicial		Governmental Unit:	
UEI Number: C7GHQM6YJEX5		501 (c) Attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Grant Period:		From: Effective date of Authorization	
		To: September 30, 2022	
PROJECT DESCRIPTION: The Clark County Eighth District Felony DUI Court has been awarded \$47,846 to reduce recidivism of felony DUI (FDUI) offenders who have substance use disorders as an underlying cause for their arrest.			
FAIN 69A3752230000405dNVM	FY 2022	Award Amount: \$47,846.00	CFDA # 20.616(d)
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.			

<u>Department of Public Safety</u>		<u>Authorizing Official</u>	
Signature: 		Signature:  12/13/2021	
Name: Amy Davey		Name: Steve Grierson	
Title: Administrator/Highway Safety Coordinator, NV DPS-OTS		Title: CEO	
Contact Information		<u>Project Director</u>	
Program Manager: Meg Matta		Signature:	
Phone: (775) 684-7468		Name: Daniela Botal	
E-Mail: m.matta@dps.state.nv.us		Title: Specialty Courts Coordinator	

SCHEDULE A
DESCRIPTION OF PROJECT

PURPOSE

PROBLEM STATEMENT:

In 2018 in the Las Vegas Metropolitan area there were 54 actual DUI fatalities, 50 serious injuries involving impaired driving on Nevada roadways, and 4,104 impaired driving arrests. In 2019, there were 26 actual fatalities, 41 serious injuries involving impaired driving on Nevada roadways, and 4,564 impaired driving arrests.

By the third offense, the DUI charge is a Category B felony resulting in 1-6 years in prison. Due to the overcrowding of our prison systems Nevada legislators rely on the effectiveness of the specialty courts to reduce recidivism , time in custody, and increase sentencing option for non-violent crimes.

The Felony DUI Court is a court supervised treatment program for individuals with three or more charged DUIs who participate in a three-to-five-year treatment program in lieu of prison. The program offers substance abuse and mental health treatment , random urinalysis testing, and regular status checks to ensure compliance. Successful completion of the program will result in the felony DUI charge being reduced to a 2nd offense misdemeanor DUI conviction. The purpose of the project is to increase the success rate of program completion through the delivery of intensive case management services. Continued funding of this project will provide expanded intervention in Felony DUI court cases to ensure more participants receive the services needed to successfully complete the program.

The mission of the Clark County Felony DUI Court Program is to enhance public safety and reduce recidivism by combining effective substance abuse treatment and intensive judicial supervision in a therapeutic court setting for non -violent chronic DUI offenders, to assist the participant to choose and develop a structured, disciplined, law abiding alcohol and drug free way of life.

Treatment includes a continuum of care for substance abuse and mental health treatment , including sober living, intensive outpatient services, outpatient services, co-occurring, evidenced based treatment, criminal thinking, and residential treatment placement options. Participants are required to appear before the Felony DUI Court Judge on a regular basis. Court appearances are intended to provide regular monitoring of participants' compliance with program requirements and to have participants stand accountable for non-compliance. The role of a court coordinator is fundamental to the success of the treatment program as the coordinator is the sole individual that interacts directly with all program stakeholders.

The successful outcome of this project is in facilitating a change in the behaviors of the FDUI participants so they do not become repeat offenders. It addresses the root causes of repeat offenders in a way that the more costly alternative of prison time could not accomplish.

COUNTERMEASURES:

The Felony DUI Court will use the following countermeasures as defined in NHTSA's "Countermeasures That Work , 9th Edition" to implement a number of evidence-based countermeasures addressing "high risk" impaired drivers as follows:

Section 1. Alcohol- and Drug-Impaired Driving

Subsection 3. Deterrence; Prosecution and Adjudication

3.1 DWI Courts. The Felony DUI Court is a Countermeasure with a four-star effectiveness rating.

3.4 Sanctions

Subsection 4. Deterrence: DWI Offender Treatment, Monitoring, and Control.

4.1 Alcohol Problem Assessment and Treatment

4.2 Alcohol Ignition Interlocks

4.4 DWI offender monitoring

The Court also follows the 10 Guiding Principles set out by the National Center for DWI Courts (NCDC) which establishes a model compliance checklist proven to produce best outcomes. The 10 Guiding Principles can be found here:

https://www.dwicourts.org/wp-content/uploads/Guiding_Principles_of_DWI_Court_0.pdf

GOALS:

1. To help keep Nevada roads safe by reducing the rate of impaired driving offenses in Clark County .
2. To increase the retention rate of the program
3. To reduce impaired driving recidivism

OBJECTIVES

MEASUREABLE STEPS / TIMELINE:

1. Increase the program retention rate from 75% to 76% by September 30, 2022.
 2. Establish baseline data on recidivism of program graduates to use as a future measure of program effectiveness .
 3. Maintain impaired driving violation rate of program participants to under 5%.
- Grant funds shall be expended for the purposes and budget specified herein.

TIMELINE:

1. Each participant's progress will be evaluated on a bi-weekly to bi-monthly basis depending on length of time in the program.
 2. The risks and needs of each participant will be evaluated with the DUI-RANT Risk Assessment tool upon acceptance into the program, at the 6-month mark, and at graduation.
 3. Each participant's treatment expectations will be evaluated prior to an increase or decrease in treatment .
- In the spirit of the Federal Office of Management and Budget Memorandum M20-26, the Nevada Office of Traffic Safety (OTS) recognizes the need for flexibility to be provided in response to the COVID-19 pandemic; its effect on public health and the need for potential changes of activities in the FFY 2022 grant-funded projects. If the subrecipient is unable to fulfill the stated objectives and/or activities in any manner in this project, the subrecipient must contact the OTS program manager immediately and discuss alternate plans or a potential change order. All Federal and State regulations will apply.

SELF SUSTAINABLE:

The FDUI treatment program is unique because it is a self-funded program, meaning the participants are required to pay for their treatment, drug testing, monitoring, BIIDS, probation, house arrest, and their court assessed case management fee. Participants have up to 5 years to pay between \$15,000- \$18,000 for their program. As high as these fees appear, they do not cover the entire cost of operating the program.

Currently, the court ordered case management fee funds part of the coordinator's salary; however, this is contingent upon participants paying the fee, not having restitution, and the number of participants in the program. The FDUI Court continues to build program participation, but in the past year the mandated procedures to combat COVID-19 caused unemployment as well as lockdowns and court closures, which are beyond the control of the court. This had a negative affect on court income.

The FDUI program continues to apply for Administration of the Courts (AOC) funding to cover the salary of two coordinators; however, last year the budget was cut by 20% and there has not been an increase in funding in the past few years. 8th Judicial District will continue to secure permanent funding for a coordinator through the AOC .

ACTIVITIES:

1. Within 30 days of the Authorization to Proceed, the FDUI Court will release an announcement to the press of the grant award, including the dollar amount, the source of the funding, and the project and goal that will be supported through the funding.
2. The risks and needs of each participant will be evaluated with the DUI-RANT Risk Assessment tool upon acceptance into the program.
3. 6 months prior to graduation each participant will be evaluated by the court coordinator and treatment provider to ensure all program requirements have been met.
4. To increase the program retention rate of 75% to 76% the coordinator will evaluate the participant's risk and need at the initial, 6 month and graduation benchmarks. The coordinators and treatment agencies have been and continue to train in motivational interviewing and different strategies for engagement. The team staffs participant's progress and issues to identify and change the participants treatment plan, to continue addressing any changes or concerns that take place.
5. To keep the program participant rate of violations under 5% the court will impose Breath Alcohol Ignition Interlock Device (BAIID) sanctions on offenders and monitor devices daily to ensure participant compliance.
6. Participants will be monitored through randomized urine analysis testing, monitoring devices, and daily reports of any participant who attempts to drive while under the influence. Treatment and/or court sanctions will be imposed by the court as soon as possible; research has demonstrated that the quicker the response, the better the outcome.
7. The court's use of graduated sanctions and terminations illustrate the negative outcome of reoffending. Participants are required to attend counseling and treatment services to educate the participants on the consequences of driving while intoxicated. Tailored rehabilitative services are provided to offer the support and guidance for long term abstinence.
8. The court will continue to develop and maintain a database for program graduates to track re-offending rates.
9. The FDUI Court will appoint a representative to attend four Impaired Driving Taskforce meetings throughout the grant year to convey their successes and barriers, the trends they see, to learn what the larger community of impaired driving stakeholders is working towards and find opportunities for collaboration.

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:

The following performance measures will be utilized by the coordinator position to ensure grant goals and objectives are being met. These measures will be tracked monthly.

1. Number of total participants
2. Number of participants who are currently active in the program
3. Number of participants who have successfully graduated.
4. Number of participants who have unsuccessfully terminated
5. The retention rate of program participants
6. The recidivism rate of active participants
7. The recidivism rate of successful program graduates

Note: From July 1, 2019 to June 30, 2020 the retention rate for the Felony DUI program was 75%. Retention is defined as the number of active cases plus the number of graduates, divided by the total number of participants admitted to the program. The final measurable date for this would be June 30, 2022.

Data is required to be collected and submitted to OTS for the twelve months of the grant period in order to effectively evaluate project activities and outcomes.

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

BASELINE DATA:

Stats were obtained from DCCM (Drug Court Case Management) systems and are from July 1, 2019 to June 30, 2020.

1. Number of total participants - 415
3. Number of participants who have successfully graduated - 115
4. Number of participants who have unsuccessfully terminated – 34the number
 - Unsuccessful/ New offense - 2
 - Unsuccessful/ Not Compliant - 9
 - Unsuccessful/ Absconded - 5
 - Voluntarily Withdrew -12
 - Medical Discharge - 1
 - Transfer to Other Jurisdiction - 1
 - Death - 2
 - Other not specified - 2
5. The retention rate of program participants -75%
 - Active Participants - 415
 - Graduates - 115
 - Number Admitted -71
6. The number of sanctions - 421
7. The recidivism rate of successful program graduates - no data currently.

COORDINATING OTHER AGENCIES:

The FDUI program coordinates services with the following entities; Clark County Detention Center, Clark County House Arrest, Probation and Parole, Westcare Treatment Facility, Crossroads, Scram of Nevada and four BAIID providers. The FDUI Court has a contract with American Toxicology for urinary analysis, Bridge and Choices for counseling services.

In addition the FDUI program partners with a Foundation for an Independent Tomorrow, Hope for Prisoners, and the Department of Education, Training and Rehabilitation (DETR) for job placement services. Our team strives to increase partnerships with sober livings, inpatient facilities and various agencies to ensure that our participants are met and they are receiving appropriate treatment.

SCHEDULE B
ITEMIZATION OF BUDGET

Agency: District Court - 8th Judicial

Project Title: Specialty Courts Coordinator

Fiscal Year: 2022

Category	Grant Funds	Matching Funds	Total Project Cost 100%
Personnel	\$38,361.00		\$38,361.00
Travel	\$8,385.00		\$8,385.00
Contract Services	\$0.00	\$11,962.00	\$11,962.00
Equipment	\$0.00		\$0.00
Other Direct Costs	\$1,100.00		\$1,100.00
Indirect Costs	\$0.00		\$0.00
Program Income			\$0.00
Total Expenses	\$47,846.00	\$11,962.00	\$59,808.00

BUDGET NARRATIVE:

Personnel: Total Budget = \$38,361.

The Office of Traffic Safety will fund the salary of the FDUI Court Coordinator position up to \$38,361 for the grant period.

The Court Coordinator salary is \$60,438

The fringe benefits are approximately \$30,101

The total cost of the Court Coordinator is \$90,539.

Travel for three to attend Rise22: Total Budget= \$8,385

- Lodging \$282 x4x3= 3384

- M&IE \$61x6x3= 1,098

- Ground \$70 x2x3 = 420

- Air: \$1161 x3= 3483

Other Direct Costs: Total Budget= \$1,100

- DUI RANT yearly subscription \$1,100

Match Funds = \$11,962

The match will come for costs of contract services that are part of the DUI Court program.

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 or Other funds through the National Highway Traffic Safety Administration (NHTSA) 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,

WHEREAS, the SUB-RECIPIENT and any awarding subcontracts must comply with the requirements listed herein, to be eligible for Federal, State or Other 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. REIMBURSEMENT OF ELIGIBLE EXPENDITURES AND PROGRAM INCOME

1. It is mutually agreed and promised that upon written agreement by SUB-RECIPIENT and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal, State or Other funds to SUB-RECIPIENT’s account for reimbursement of eligible expenditures as set forth in this agreement.
2. 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.
3. It is mutually agreed and promised that where reimbursement is made to SUB-RECIPIENT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by SUB-RECIPIENT.
4. It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted monthly for any expenses incurred and paid during the prior month.
5. 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.
6. Definition: Program Income means gross income earned by the subrecipients that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. See 2 CFR 200.80 for a full definition of Program Income.
7. Reporting requirements and authorized uses of Program Income are found in 2 CFR 200.80, 2 CFR 1201.80 and 2 CFR 200.307.

II. PROPERTY AGREEMENT

1. Property purchased through this project which has an anticipated useful life extending beyond one year, is not consumed in use, is not attached permanently as a non-movable fixture and which costs \$5,000 or more, will be recorded in the property management file of the agency in accordance with the State Administrative Manual. The STATE retains the right to inspect and to reclaim custody of any or all of the property described above if, in the opinion of the STATE, the property is not being used as intended; not being used to the capacity that it could be; or being used in a negligent manner.
2. It is mutually agreed and promised by the SUB-RECIPIENT that no property purchased through this project will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

III. RECORDS

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

IV. AUDIT RESPONSIBILITY

All agencies that expend \$750,000 or more in Federal awards in a Federal fiscal year must have a single or program specific audit in compliance with the Single Audit Act of 1984(Public Law 98-502). Therefore, funding from this traffic safety grant must be included when a Single Audit is performed. It is the responsibility of the SUB-RECIPIENT agency to insure an accepted copy of this audit is submitted to the STATE. If the SUB-RECIPIENT agency expended < \$750,000 in federal funding for the fiscal year, a copy of their most recent financial statement will be forwarded to the STATE.

V. REPORTS

The SUB-RECIPIENT 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 this agreement. The final report will include a narrative summary of the year including the successes and shortcomings, if any, of the project.

VI. PUBLIC INFORMATION MATERIALS

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

VII. COPYRIGHTS AND PATENTS

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

VIII. MINORITY BUSINESS ENTERPRISE CERTIFICATION

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

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

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

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

X. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

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

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) The entity in the preceding fiscal year received-
 - (I) 80% or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986
- Other relevant information specified by OMB guidance.

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

The STATE and each SUB-RECIPIENT will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The SUB-RECIPIENT's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XII. LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all SUB-RECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to SUB-RECIPIENT as well as STATE)

(i) Instructions for Primary Tier Participant Certification

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<http://www.sam.gov/>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

(iii) *Instructions for Lower Tier Participant Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<http://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(iv) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from 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 ACT (applies to SUB-RECIPIENT as well as STATE)

The STATE and each SUB-RECIPIENT will comply with the Buy America Act requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or SUB-RECIPIENT, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that

inclusion of domestic materials will increase the cost of the overall project contract by more than 25%. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

XV. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the subrecipient 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). See 2 CFR 200.322 for additional details.

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

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

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

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

XVIII. NONDISCRIMINATION AND EQUITABLE TREATMENT (applies to SUB-RECIPIENT as well as STATE)

The Nevada Office of Traffic Safety has established a goal of reaching Zero Fatalities on our roads as both an objective for the organization and as a framework for all grant activities. As such, the OTS commits to understanding the historic and current barriers to traffic safety as it relates to equity: the idea that, regardless of one's age, race, gender, ability, income, background, or other personal characteristics, all people can be represented in traffic safety initiatives so that achieving Zero Fatalities is possible.

Through this policy position the Office of Traffic Safety encourages all partners and stakeholders to promote safe, fair, and equitable practices with all community members - regardless of race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, or other personal demographics.

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C.2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color or national origin) and 49 CFR Part 21;
- **Title VII of the Civil Rights Act of 1964** (Prohibits employment discrimination based on race, color, religion, sex and national origin.);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibits discrimination on the basis of sex);

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

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

The STATE and each SUB-RECIPIENT will comply with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network on Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

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

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

XXI. PARTICIPATION IN TRAFFIC SAFETY TASK FORCES

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

XXII. PARTICIPATION IN GRANT AND PROGRAM DEVELOPMENT

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

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

- a. Cancel, terminate, or suspend this agreement in whole or part
- b. Refrain from extending any further assistance to the SUB-RECIPIENT under the program, until satisfactory assurance of future compliance has been received
- c. Refer the case to the Attorney General for appropriate legal proceedings.

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.

XXIV. During the performance of this agreement, the sub-recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in the event a sub-recipient fails to comply with any nondiscrimination provisions in this agreement, the State highway safety agency will have the right to impose such agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the sub-recipient under the agreement until the sub-recipient complies; and/or cancelling, terminating, or suspending an agreement, in whole or in part.

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

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

SEE ALSO SCHEDULE C - STATE SUPPLEMENT BELOW

Schedule C - State Supplement

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

1. IF THE SUB-RECIPIENT AGENCY NEEDS TO MAKE ANY REVISIONS TO THIS PROJECT AGREEMENT during the grant period, the SUB-RECIPIENT must notify OTS via a change order and obtain OTS approval. This includes changes in grant personnel, Project Director, or Fiscal Officer; address, email and phone numbers, scope of work of the project; budgetary changes, etc.
2. AS A SUB-RECIPIENT, YOUR AGENCY IS REQUIRED TO CONTRIBUTE MATCHING FUNDS TO THE APPROVED PROJECT. The SUB-RECIPIENT is required to report on or substantiate in-kind or matching contributions on each claim submitted. The Office of Traffic Safety grant program manager assigned to the project can help you with this. Documentation for the match must be available for review upon request. For more information please refer to our Grant Administration Manual located on the Nevada eGrants website: <http://egrants.nv.gov>; once logged in, click 'My Training Materials' tab.
3. WHEN PURCHASING EQUIPMENT (extrication, video cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price, if applicable: <http://purchasing.state.nv.us/>. For equipment purchases with a unit price of \$5,000 or higher, a Property Acquisition Report must be submitted before submitting a claim for reimbursement. Agency must receive prior written approval from the Office of Traffic Safety before acquiring or disposing of equipment valued at \$5,000 or more.
4. PUBLIC INFORMATION AND EDUCATIONAL (PI&E) MATERIALS/PROMOTIONAL ITEMS MUST BE APPROVED BY OTS PRIOR TO PURCHASE. All media activities require prior approval of DPS-OTS and educational material must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety." *This includes Public Service Announcements, any program artwork, etc.*
5. STATE AND LOCAL AGENCIES SELECTED FOR FEDERAL FUNDING ARE SUBJECT TO FEDERAL SINGLE LINE audit requirements and must submit their most recent audit report to OTS. Nonprofit organizations are required to provide OTS a copy of their most recent audited financial status report prior to issuance of an Authorization to Proceed.
6. SUB-RECIPIENTS THAT RECEIVE OTS GRANT FUNDING FOR PERSONNEL COSTS in their budgets are also required to substantiate the payroll time via an activity report, timesheet, or generally accepted payroll documentation. This is particularly applicable to SUB-RECIPIENT who receive federal funding from more than one source.
7. IN RESPONSE TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA), all recipients of Federal grant funding, where individual awards are \$25,000 or more, are required to provide OTS with their unique DUNS number, or Unique Entity Identifier (UEI), before an Authorization to Proceed can be issued. This information must be submitted to OTS via the Application Process in Nevada eGrants.
8. SUB-RECIPIENT IS AND SHALL BE INDEPENDENT and subject only to the terms of the Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of the SUB-RECIPIENT or any other

party. SUB-RECIPIENT shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either SUB-RECIPIENT or the State to the Public Employees Retirement system; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State.

9. INSPECTION & AUDIT

- a) Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b) Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the Office of Traffic Safety, the Division of Internal Audits, the Legislative Counsel Bureau, State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c) Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years as part of this Agreement. The retention period runs from the date of completion or termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

- 10. SUBRECIPIENT AGREES TO ALLOW AN OUTSIDE EVALUATOR of the Office of Traffic Safety's choosing to evaluate the funded project at OTS's expense if requested. 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 in order to have 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.
- 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. 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.
21. 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.
22. 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.

23. This Agreement may be terminated by either party prior to the date set for above, provided that 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 by mutual consent of both parties or unilaterally by either party without cause. 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.
24. The STATE may terminate this Agreement, and the SUB-RECIPIENT waives any and 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.
25. 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. High visibility enforcement activities will include local jurisdictions and will be coordinated statewide. 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. By signing this agreement, the project director signifies his/her understanding of the outreach and enforcement component of the mobilization and approves the use of these techniques within his/her jurisdiction.
26. 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 the STATE'S AGREEMENT and issuance of Authorization to Proceed.

May 2021