Hen# 17-2

# City of Carson City Agenda Report

Agenda Date Requested: October 15, 2009 October 6, 2009 **Date Submitted:** Time Requested: Consent Agenda Mayor and Supervisors To: From: Carson City Sheriff's Office Action to approve the acceptance of the Office of Traffic Safety Joining Forces Subject Title: grant in the amount of \$26,000. The Office of Traffic Safety Joining Forces grants have been shared by Staff Summary: Nevada law enforcement agencies for many years. This grant provides funding for participation in statewide, multi-jurisdictional traffic enforcement events that are focused on reducing fatalities and serious injury crashes, enhanced enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety and the reduction of impaired driving through Selective Traffic Enforcement programs, Saturation Patrols and checkpoints. Type of Action Requested: (check one) (\_\_\_\_) Ordinance
(\_\_\_\_) Other (Specify) (\_\_\_\_) Resolution (X) Formal Action/Motion Does This Action Require A Business Impact Statement: (\_\_\_\_) Yes (\_\_X\_\_) No **Recommended Board Action:** I move to approve the acceptance of the Office of Traffic Safety Joining Forces Grant 210-JF-1.02, in the amount of \$26,000. Explanation for Recommended Board Action: This grant will fund a minimum of fifteen events which will focus on reducing fatalities and serious injury crashes, enhancing enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety and the reduction of impaired driving through Selective Traffic Enforcement programs, Saturation Patrols and checkpoints. Applicable Statute, Code, Policy, Rule or Regulation: N/A There is no financial impact to the city as this is a no-match grant and includes Fiscal Impact: the costs of all associated expenditures. **Explanation of Impact:** See Above The funds for this project have been obtained through the Office of Criminal **Funding Source:** Justice Assistance.

No participation in the grant.

Alternatives:

Prepared By:	Kathie Heath, Business Manager				
	(Department Head And Party (City Manager) (District Attorney) (Finance Director)		Date:	9/29/09 10-6-09	
Board Action	Taken:				
Motion:		1)			Aye/Nay
(Vote Recor	rded By)				

Supporting Material: Project agreement, and full description of project.

# STATE OF NEVADA DEPARTMENT OF PUBLIC SAFETY OFFICE OF TRAFFIC SAFETY PROJECT AGREEMENT

Project Title: JOINING FO	ORCES	Project Number: 210-JF-1.02		
Applicant Agency: CARSON CITY SO		Governmental Unit:		
Grant Period:	From: OCT 1, 2009	To: September 30,		
PROJECT PURPOSE: Provide funding for participation in statewide, multi-jurisdictional traffic enforcement events that are focused on reducing fatalities and serious injury crashes in Nevada. Provide funding for enhanced enforcement of safety belt and child safety seat laws, speed enforcement laws, pedestrian safety and to reduce impaired driving through Selective Traffic Enforcement programs, Saturation Patrols and checkpoints.				
Projected Budget	FY2010	FY2011	FY2012	
	\$ 26,000.00	\$	s	
Source of Funds Federal	Source of Funds Federal Share: 100% Non-Federal:			
ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this agreement is subject to Public Law 89-564 (Highway Safety Act of 1966) and Nevada Revised Statues, Chapter 223.200 and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Nevada. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Plan and that said Applicant Agency will meet the requirements as set forth herein, including Schedules A, B & C which are incorporated herein and made a part of this agreement. The Applicant Agency MAY NOT proceed with this project, or any portion thereof, until funds are appropriated by the U.S. Congress and written authorization is received from the Office of Traffic Safety. It is also understood by the Applicant Agency that any funds expended prior to receipt of the written Authorization to Proceed WILL NOT be reimbursed.				
Department of Public Safety Authorizing Official Governmental Unit				
Signature:	Date:	Signature: Mend	Date:	
Name: Valerie Evans Name: Bob Crowell				
Title: Grant & Project Analyst III Title: Mayor				
		Project Director		
		Signature:	Date: 9/30/0	
		Name: Ken Furlong		
		Title: Sheriff		

Rev. (9/03)

# **JOINING FORCES**

# LAW ENFORCEMENT PROGRAM

# 2010

EVENT/BUDGET	WORKSHEET	
Agency:	Carson City Sheriff's Office	
Address:	911 E Musser Street	
	Carson City, NV 89701	
The Project Directo	r is the Appt. Authority, authorizing this g	rant.
Project Director:	NameKen Furlong, Sheriff_ E-mail_KFurlong@ci.carson-city.nv.us_	
	er is the Project Coordinator person who v I submits event reports for this grant.	vill do the day-to-day coordination of
Project Manager:	Name_Steve Olson_ E-mail_SOlson@ci.carson-city.nv.us_	Telephone(775) 887-2500, ext. 5421_ Fax _(775) 887-2359_
The Fiscal Manager for reimbursement.	is the person who can be contacted to reso	olve issues concerning claims submitted
Fiscal Manager:	Name _Kathie Heath_ E-mail _KHeath@ci.carson-city.nv.us_	Telephone _(775) 887-2500, ext. 41101_ Fax _(775) 887-2026_
(NOTE : Please aster	isk the main contact for this project. This is th	e person that correspondence will be mailed

to.) Correspondence should be mailed to both Steve Olson and Kathie Heath

# SCHEDULE A DESCRIPTION OF PROJECT

#### PROBLEM STATEMENT:

Fatalities and injuries on Nevada's roadways continue to be a major concern of our citizens. Safety belts are the single most effective way to reduce injuries and fatalities on our highways. Over 48% of fatalities recorded on Nevada roadways in 2007 were not wearing safety belts. Yet, regardless of public information and media campaigns, almost 10% of the motoring public does not wear safety belts on a regular basis.

One fatality in every 2.5 fatal crashes in 2007 had alcohol involvement.

Speeding is a contributing factor in 1 of every 2.7 fatalities. This costs society billions of dollars annually and dilutes the effectiveness of other priority traffic safety programs, including efforts to reduce impaired driving, increase safety belt use, and improve pedestrian and motorcycle safety. Speeding increases the severity of injury crashes.

Pedestrian fatalities continue to be a growing concern in urban Nevada. One pedestrian fatal in every 7 fatalities was recorded in 2007.

High visibility enforcement of traffic laws combined with high intensity media has been determined to be the most effective way to ensure compliance with safety belts and impaired driving laws. Law enforcement agencies in Nevada, however, do not have sufficient manpower to conduct the effective and sustained enforcement that is needed to reduce crashes and fatalities.

#### PROBLEM SOLUTION:

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

#### GOAL:

- Promote multi-jurisdictional enforcement of Nevada Safety Belt, DUI, Pedestrian and Speeding laws.
- Reduce the number of motor vehicle crash injuries and fatalities through public education and enforcement.
- Increase observed safety belt use.
- Reduce the number of alcohol related fatalities.
- Reduce the number of collisions with speed as a contributing factor.
- · Reduce the number of Pedestrian injuries and fatalities.

#### **OBJECTIVES:**

- Maintain an observed safety belt usage of 90% or greater in 2010
- Reduce the number of unrestrained fatalities from 48% (2007) to 46% by Sept. 2010.
- Reduce the rate of persons killed in alcohol/drug-involved collisions from 5.81 fatalities per 100,000 population (2007) to no more than 5.0 by September 2010.

- Reduce the number of person killed in speed related collisions from 5.9 fatalities per 100,000 population (2007) to no more than 5.5 by September 30, 2010.
- Reduce the number of persons killed in pedestrian/bicycle traffic crashes from 2.39 fatalities per 100,000 population (2007) to no more than 2.0 by September 2010.
- Reduce the number of Motorcycle fatalities from 1.9 fatals per 100,000 population (2007) to .9 by September 2010.

#### **ACTIVITIES:**

- See Schedule B (Budget worksheet) with planned Events.
- 1. All law enforcement agencies are required to report motor vehicle fatality data to Nevada's Fatality Analysis Reporting System (FARS) analyst at the Nevada Office of Traffic Safety, 107 Jacobsen Way, Carson City NV 89711, fax: 775.684.7482.
- All law enforcement agencies are required to send their motor vehicle crash reports per NRS
  484.219, et seq., electronically or manually to the NCATS database and as otherwise required by state
  law.
- 3. Hold a press conference or submit press release to local newspaper(s) detailing the program, funding source, goals and objectives and the probable outcome prior to and following each Event.
- 4. To 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.
- 5. Event reports should include copies of any reports, documents, press releases, promotional items, and print media coverage related to the grant project.

# **ENFORCEMENT CRITERIA:**

#### **STEP Requirements:**

- Issue a media release describing the planned activity in advance of the effort. MUST BE preapproved thru OTS-can be accomplished via e-mail.
- Base STEP activity on: Number and severity of crashes or violations (speed) during the past 12 months, types of violations leading to crashes, days of the week and times of day that crashes occur, as well as other pertinent data such as types of vehicles involved, driver ages, etc.
- Deploy a minimum of 1 officer per site for a minimum of 4 hours. Exceptions to this rule are made for the Teen Safety Belt Demo Project.
- A minimum of 2 self-initiated contacts (stops, citations, arrests) per hour per officer are highly encouraged.
- Complete a Saturation Patrol/STEP Initiative data report for each event and submit to OTS within 10 days of each enforcement period (see requirement #3 above).

# **Saturation Patrol Requirements:**

- Issue a media release describing the planned activity in advance of the effort. MUST BE preapproved thru OTS-can be accomplished via e-mail.
- · Base Patrol efforts on: Number of alcohol related crashes during the past 12 months, number of

alcoholic beverage outlets in the area, day of week and time of day that crashes occur, or other factors related to high visibility strategies.

- Deploy a minimum of 1 officer per site for a minimum of 4 hours. Exceptions to this rule are allowed for the Teen Safety Belt Demo Project.
- A minimum of 2 self-initiated contacts (stops, citations, arrests) per hour per officer are highly encouraged.
- Complete a Saturation Patrol/STEP Initiative data report for each event and submit to OTS within 10 days of each enforcement period (see requirement #3 above).

## **Checkpoint Requirements:**

- Issue a media release describing the planned activity in advance of the effort. MUST BE preapproved thru OTS-can be accomplished via e-mail.
- Conduct sobriety checkpoints in accordance with public law.
- Complete a Checkpoint Data report for each event and submit to OTS within 10 days of the enforcement period (see requirement #3 above).

## **FUNDING:**

•	Total funding currently available for your agency:		\$26,000.00
•	SEAT BELT EVENTS (405)	<b>\$ 3,520.00</b>	
•	SPEED/PEDS/ETC (406)	<u>\$ 15,000.00</u>	
•	IMPAIRED DRIVING EVENTS(410)	<u>\$ 7,480.00</u>	

- A schedule B (Budget Worksheet) accompanies your Agreement. Your Agency's Schedule B of the agreement is the projected events with budget amounts to be considered and performed contingent upon an Authorization to Proceed. Any changes to this worksheet schedule or budget must be pre-approved through your Program Manager.
- Funding is approved for Officer/Trooper Overtime and designated OT for specific staff
  working directly on Joining Forces events. Any exceptions to this must be approved in
  writing.
- All enforcement events/activities are to be completed during the specific enforcement windows unless prior arrangements are made with the Program Manager. Justifications and requests can be made via email.

#### **CLAIMS:**

Claims cannot be processed until the current Event Report has been received, verified and is on file with the Office of Traffic Safety, Program Manager. Claims must be submitted per each event and are due no later than 30 days beyond the completion of the enforcement activity. Claims must match Event Reports in the number of Officers, dates, hours, etc.

## **EVALUATION:**

The Department of Public Safety, Office of Traffic Safety and the Grantee Agency will evaluate and review each Event as they are reported. An agency evaluation summary is to be performed and included with each Event Report. This evaluation will consider the observed statewide safety belt use rates, alcohol related fatality rates, as well as the enforcement efforts related to speeding and pedestrian concerns. Evaluation of all objectives and scheduled events, cooperation, and Joining Forces efforts with other agencies will be reviewed and considered. Reports should include details and summaries of all activities and efforts, along with co-oped activies involving other agencies.

An on site monitoring review may be conducted with the Program Manager for any Agency receiving \$25,000.00 or more or at the discretion of the Program Manger or Chief of the Office of Traffic Safety.

# SCHEDULE B

# FY2010 ITEMIZATION OF BUDGET

Event #	JOINING FORCES 2010	AMOUNT BUDGETED
	DATE OF ENFORCEMENT/EVENT TYPE	CCSO 210-JF-1.02 Award
1	SPEED/PED OCT 19-NOV 3, 09 (406)	\$3,000
2	REQ CIOT NOV 23-DEC 6, 09 (405)	\$704
- 3	NIGHT ID/CIOT DEC 14, 09- JAN 3, 10 (410)	\$1,496
	NIGHT ID/CIOT DEC 14, 09- JAN 3, 10 (405)	\$704
4	NIGHT ID/CIOT JAN 25, - FEB 7, 10 (410) (Super Bwl)	\$1,496
4A	NIGHT ID/CIOT JAN 25, - FEB 7, 10 (405) (Super Bwl)	\$704
5	SPEED FEB 22-MAR 14, 10 (406)	\$3,000
6	SPEED/PED MAR 29-APRIL 11, 10 (406) (Sp Break)	\$3,000
7.	SOUTHERN REG MC APR 12-25, 10 (406) (LRR)	
8	IMP DRIVING APR 26-MAY 9,10 (410)	\$1,496
9	REQ CIOT MAY 24-JUN 6,10 (405)	\$704
10	NORTHERN REG MC JUN 7-20, 10 (406) (RIR)	\$3,000
11	NIGHT ID/CIOT JUN 21-JUL 4, 10 (410) (4th of July)	\$1,496
11A	NIGHT ID/CIOT JAN 25, - FEB 7, 10 (405) (4th of July)	\$704
and the second second	CENTRAL REG MC JUL 12-25, 10 (406)	
13	SPEED/PED JUL 26-AUG 8,10 (406)	\$3,000
14	REQ IMP DRIV AUG 23-SEPT 6 (410) (Labor Day)	\$1,496
15	SPECIAL EVENT REQUEST (Must have dates) (406)	
<del></del>	TOTAL	

## Important Notes:

- 1. As a grant applicant, your agency included in-kind contribution funds when preparing the Schedule B (project budget). The grantee is required to report on or substantiate in-kind contributions for all quarterly and annual reports. The Office of Traffic Safety grant analyst assigned to the project can help you with this. Refer to your <u>Grant Administration Manual</u> that accompanied this agreement for more information.
- 2. When purchasing enforcement equipment (cameras, radar units, etc.), agency should contact State Purchasing to determine the state's contracted price: <a href="http://purchasing.state.nv.us/">http://purchasing.state.nv.us/</a>

- Public information and educational (PI&E) materials/promotion items must be approved by OTS prior to purchase. All media activities require prior approval of DPS-OTS and educational material must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety."

  This includes PSA's, any program artwork, key chains, etc.
- 4. Funds cannot be expended prior to receiving a written <u>Authorization to Proceed</u> from the Department of Public Safety Office of Traffic Safety.
- 5. State and local agencies selected for federal funds are subject to federal single line audit requirements. Non-profit agencies are required to provide a copy of an audited, financial status report to their OTS grant analyst.

# SCHEDULE C AGREEMENT OF UNDERSTANDING AND COMPLIANCE

THIS AGREEMENT made and entered into by and between the STATE OF NEVADA by and through the Department of Public Safety, Office of Traffic Safety, hereinafter referred to as "STATE" and the Governmental unit or organization named in this application, hereinafter referred to as "APPLICANT."

WHEREAS, THE NATIONAL HIGHWAY SAFETY ACT OF 1966 (Public Law 89-564) provides Federal funds to the State for approved traffic safety projects, and

WHEREAS, STATE may make said funds available to various state, county, or municipal agencies or governments or political sub-divisions upon application and approvals by STATE and the United States Department of Transportation, and

WHEREAS, the APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved traffic safety projects, and

WHEREAS, the APPLICANT has submitted an application for Federal funds for traffic safety projects, and is aware that this agreement is dependent upon availability of funds as appropriated by Congress

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

### I. Reimbursement of Eligible Expenditures

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal funds to APPLICANT'S account for reimbursement of eligible expenditures as set forth in the application.
- B. It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is mutually agreed and promised that where reimbursement is made to APPLICANT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by APPLICANT.
- D. It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted quarterly.

#### II. Property Agreement

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

#### III. Records

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

IV. Audit Responsibility

All agencies that expend \$500,000 or more in Federal awards in a Federal fiscal year must have a single or program specific audit in compliance with the Single Audit Act of 1984 (Public Law 98-502). Therefore, funding from this traffic safety grant must be included when a Single Audit is performed. It is the responsibility of the applicant agency to insure an accepted copy of this audit is submitted to the STATE. If the agency expended < \$500,000 in federal funding for the fiscal year, a copy of their most recent financial statement will be forwarded to the STATE.

V. Reports

The APPLICANT shall submit required reports on the progress of the grant, and shall submit all financial, performance, and other reports required, as a condition of the grant, to the STATE within 30 days after the date of the completion of the contract. The final report of each fiscal year will include a narrative summary of the year including the successes and shortcomings, if any, of the project.

#### VI. Public Information Materials

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

VII. Copyrights and Patents

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

VIII. Minority Business Enterprise Certification

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

IX. Certification of Non-Duplication of Grant and Matching Fund Expenditures

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

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

X. Drug-free Workplace Act of 1988
The APPLICANT will comply, and all of its subcontractors will comply, with the applicable provisions of the Drug-free Workplace Act of 1988 (49CFR Part 29 Sub-part F).

XI. Lobbying

No federally appropriated funds have been paid or will be paid, by or on behalf of the APPLICANT, 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. If such funds other than Federal appropriated funds have been paid or will be paid as above, the APPLICANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

# XII, Certification Regarding Debarment and Suspension: Instructions for Certification

A. By signing and submitting this Agreement, the APPLICANT is providing the certification set out below.

B. The re-certification of this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The APPLICANT shall provide immediate written notice to the person to which this proposal is submitted if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason

of changed circumstances.

D. The terms covered transactions, "debarred," "suspended," "ineligible," "lower tier-covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The APPLICANT 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 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.

F. The APPLICANT further agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

G. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

H. Nothing contained in the foregoing shall be construed to be 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.

I. Except for transactions authorized under paragraph XII (E) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# XIII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification,

such prospective participant shall attach an explanation to this proposal.

#### XIV, BUY AMERICA ACT

The State will comply with the provisions of the Buy America Act (23 USC 101 Note) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### XV. CIVIL RIGHTS COMPLIANCE

As a condition of receiving federal funding, recipients must comply with applicable federal civil rights laws, including: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. Collectively, these laws prohibit a recipient of federal funding from discriminating either in employment or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, age, or disability. Compliance with Title VI of the Civil Rights Act of 1964 also entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. The Nevada Office of Traffic Safety encourages applicants and recipients to include within their program budgets the cost for providing interpretation and translation services to eligible LEP service populations.

#### XVI. Failure to Comply

In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the STATE may take any or all of the following actions:

A. Cancel, terminate, or suspend this agreement in whole or part;

B. Refrain from extending any further assistance to the APPLICANT under the program, until satisfactory assurance of future compliance has been received.

C. Refer the case to the Attorney General for appropriate legal proceedings.

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

It is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall be come effective upon the STATE'S AGREEMENT and Authorization to Proceed.