
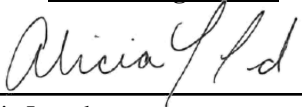


**STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF TRAFFIC SAFETY
Project Agreement**

OTS UEI # N429NLYU9KN4

Project Title: DUI Court		
Applicant Agency: Washoe County Second Judicial District Court		Governmental Unit: County
UEI Number: GPR1NY74XPQ5		501 (c) Attached: Yes
Budget Period:	From: Effective date of Authorization	To: September 30, 2025
Performance Period:	From: Effective date of Authorization	To: September 30, 2025
Project Description: The Second Judicial District Court, Washoe County Nevada, will utilize \$104,500 in federal funds to provide a 3-5-year evidence-based program to rehabilitate felony DUI offenders.		
FAIN 69A3752330000405DNVL	FY 2025 Award Amount \$104,500.00	Assistance Listing # 20.616(d)
<p>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 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.</p>		
<u>Department of Public Safety</u>		<u>Authorizing Official</u>
Signature: 		Signature: 
Name: Amy Davey		Name: Alicia Lerud
Title: Administrator/Highway Safety Coordinator, NV DPS-OTS		Title: Court Administrator and Clerk of Court
Contact Information		Project Director
Program Manager: Margaret Matta		Signature:
Phone: (775) 546-5129		Name: Brooke Howard
E-Mail: m.matta@dps.state.nv.us		Title: Specialty Courts Program Manager

SCHEDULE A DESCRIPTION OF PROJECT

PURPOSE

PROBLEM STATEMENT:

Specialty Courts are specifically designed court programs aimed at reducing recidivism and increasing public safety by imposing intensive behavioral supervision, judicial monitoring, and treatment of substance abusers. Endorsed by GHSA as highly suited for dealing with the needs of high-risk impaired drivers (HRID) and included in NHTSA's Countermeasures that Work, DUI Court programs are in and of themselves an evidence-based practice implementing the Ten Guiding Principles as established by the National Center for DWI Courts (now included in allrise.org) https://allrise.org/wp-content/uploads/2023/06/Guiding_Principles_of_DWI_Court.pdf

The Felony DUI Court targets repeat recidivist defendants who drive under the influence of alcohol, controlled substances, or a combination of both. Each person in the program has had no fewer than three DUI offenses and is facing a minimum one-year prison sentence. The Felony DUI Court team is multi-disciplinary including the judge, district attorney's office, the alternate public defender's office, and specialty court coordinators with the Second Judicial District Court. The Court partners with the local treatment community who provide substance use disorder counseling, and contracts with a local laboratory for random drug testing. Together, they use a collaborative approach to provide interventions tailored to the needs of the offender and which are proven effective in reducing recidivism for high risk and high substance use/mental health disorders. Studies show that DUI Court programs are highly successful in reducing recidivism and improving the quality of life of their graduates and that even the non-graduates show lower re-arrest rates. This is true for the 2nd Judicial District Felony FDUI program as well, which maintains active searches for recidivism in Washoe County for its graduates since the program began in 2009. As of February 1, 2023, 497 participants have graduated from the program. Information from the most current statewide recidivism study shows 2018 Discharges for Post-Discharge from 2019- 2021, reports 42 Court participants successfully completed the program. After a three-year period 41 had not had a subsequent conviction. This is a 97.6% program success rate. Furthermore, 81% of those who did not successfully complete such programs also had no subsequent convictions in the same time period.

The high costs associated with the DUI program are often beyond a participant's ability to pay. Program costs include case management fees, drug and alcohol assessment, house arrest, counseling, drug testing, and installation of a breath ignition interlock device and often outpatient treatment. Many who need the services of the court are barred from access due to an income level that is too high to qualify for social services but too low to make the DUI program fees affordable.

Additional support is needed to boost the court's capacity to provide services to more participants as well as to provide the judges and their court teams with continuing education on adjudicating drug-impaired driving cases and understanding the most current HRID evidence-based countermeasures. This OTS grant allows the Court to maintain the minimum funding necessary to keep a Coordinator position for the Felony DUI Court. Funds will be used for the partial salary of the program Coordinator position.

The program's outline and requirements have been proven to help individuals stay in recovery and practice safe driving practices. The Felony DUI Diversion Court strives to provide the opportunity for rehabilitation, recovery, continued resources, and success.

COUNTERMEASURES:

10 Guiding Principles of DUI Courts (evidence-based)

Countermeasures That Work, 11th Edition, 2023

Impaired Driving Prevention Countermeasure Strategy ID1
Prosecution, Adjudication, Education and Offender Programs

GOALS:

1. To support Nevada's Zero Fatalities goal by reducing crashes, injuries and deaths caused by impaired drivers
2. To successfully change the behaviors of program participants to prevent re-offense
3. To increase numbers of enrolled participants for more wide-spread positive community outcomes

OBJECTIVES

MEASUREABLE STEPS / TIMELINE

1. Continue to maintain a program recidivism rate at or below 5%.
2. To increase enrollment in felony DUI Treatment Court programs by 5% from 95 to 100 participants.
3. Continue to achieve and/or increase Program retention rate of 97%.

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

TIMELINE:

Washoe County 2nd District Felony DUI Court is an ongoing alternative sentencing program for DUI offenders who have three or more convictions. The program receives new participants each month and programs last a minimum of 3 years. Throughout the grant year, beginning October 1, 2024, to September 30, 2025, the Felony DUI Court will work to add new participants while providing supervision over each individual through their program phases until graduation. The Court Coordinator will report to OTS monthly and continuously collect required documentation and data. The Judge will review all reporting monthly. The program is continuous, but success will be measured at the end of the fiscal year with participant numbers and data collected.

SELF SUSTAINABLE:

GUIDING PRINCIPLE #10:

Becoming an integral and proven approach to the DWI problem in the community is the ultimate key to sustainability.

The judge and court team will hold regular meetings to clearly identify all program cost elements and examine potential cost reductions. The court utilizes federal funding to defray the costs of electronic monitoring, random drug testing and outpatient treatment costs. Client fees support treatment, testing, and alternative resources and to supplement defendants who are unable to participate in the program without financial help. Support through Medicaid and Managed Care funding sources is sought where eligibility exists. Broader funding results in greater participation and more inclusivity.

ACTIVITIES:

Within 30 days of receipt of Authorization to Proceed (ATP), the Court will hold a press conference or submit press release to local newspaper(s) detailing the program, funding source, goals and objectives and the probable outcome for participants, and include a copy of the press release in Claim backup.

All activities will be pursuant to the 10 Guiding Principles of DUI Courts and include:

1. Develop treatment plans
2. Supervise the offender
3. Develop case management strategies
4. Address transportation issues
5. Evaluate the program
6. Document feedback from the targeted community
7. Collect and report monthly stats using the provided stat sheet
8. Forge agency, organization and community partnerships. Referrals to the Evaluation Center may be received from any Clark County Court, attorney, and/or services providers. Private individuals and/or businesses can self-refer.

Additional required activities:

An agency representative will attend quarterly Impaired Driving Task Force Meetings.

Community Engagement:

Community outreach and support is a vital component of a DUI court program and included in the Ten Guiding Principles. Monthly activity reports will communicate any examples of the court's positive community impact, and/or ways it has addressed disparities with regard to ability to pay for access to DUI Court services, and/or any feedback from current participants or successful program graduates.

DUI Coordinator will attend 2025 AllRISE Conference. AllRISE brings together public health and public safety leaders working to expand treatment for people with substance use and mental health disorders who are involved in the justice system. This will assist the coordinator in learning new skills, best-practice, and network with other program personnel to expand the program.

, ""Cm"cevkxkvkgu"hwpgf"vj tqw i j "v jku"i tcpv"eq o rn{" ykvj "EHT"È"1300.23 - Impaired Driving Countermeasures Grants.

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
 - Ø The data gathered by the States to perform FARS analysis is also used by the States when applying for federal highway incentive grants.
 - Ø 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:

DUI Court will track performance and evaluate the program using measures consistent with those published by the DOJ, OJP, National Institute of Justice. Court Coordinators enter data into the Drug Court Case Management system (DCCM).

Program Measures used to improve the program include:

• Retention $\hat{=}$ the number of participants who completed the Drug Court divided by the number who entered the program

• Sobriety $\hat{=}$ the number of negative drug and alcohol tests divided by the total number of tests performed

• Program graduations, withdrawals and terminations

• Number of sanctions

Outcome Measures that indicate the success of the program include:

• Growth in enrollment

• Maintaining a low recidivism rate

The final Summary Report will include an overall evaluation of the project, achievements, barriers, cumulative statistics, community engagement activities and feedback received. The final report will also contain comparisons to former year(s) to highlight gains or losses, trends, barriers and strategic realizations. All results will be reported, both positive and negative.

BASELINE DATA:

Current participants - 95

Sobriety Rate was- 82%

Participants who graduated from the program - 25

Retention Rate- 84%

The failure rate 6%

Recidivism rate- TBD

Local Recidivism rate within County with a 1-year lookback 0%

Level of participant Risk/Needs data as gathered from DUI RANT - baseline to be established this year

COORDINATING OTHER AGENCIES:

The 2nd Judicial District Court's Felony DUI Diversion Court program coordinates with numerous other agencies including the District Attorney's Office, the alternate public defender's office, the local treatment community, Parole and Probation and Washoe County Sober24 (24/7).

SCHEDULE B
ITEMIZATION OF BUDGET

Agency: Washoe County Second Judicial District Court

Project Title: DUI Court

Fiscal Year: 2025

Category	Grant Funds	Matching Funds	Total Project Cost 100%
Personnel	\$50,000.00	\$23,444.00	\$73,444.00
Travel	\$3,440.00	\$0.00	\$3,440.00
Contract Services	\$51,060.00	\$2,681.00	\$53,741.00
Equipment	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Program Income	\$0.00	\$0.00	\$0.00
Total Expenses	\$104,500.00	\$26,125.00	\$130,625.00

BUDGET NARRATIVE:

TOTAL BUDGET = \$104,500

Personnel = \$50,000

-Partial support of the Program Coordinator salary = approximately 45.80% of \$109,179.

Travel = \$3,440

FDUI Coordinator to attend 2025 RISE Conference. RISE brings together public health and public safety leaders working to expand treatment for people with substance use and mental health disorders who are involved in the justice system. Estimated costs based on former years:

-Airfare (Roundtrip) \$1000

-Hotel/Lodging \$230 x 5 nights = \$1150

-Per Diem \$79 x 5 Days = \$395

-Conference Registration \$895

Contract Services = \$51,060

-Drug and alcohol testing for 30 participants twice a week for one year: 60 tests x \$13 per test x 52 weeks = \$40,560

-DUI RANT Annual License, Maintenance & Support Fee = \$10,500

Match = \$26,125

-A portion of the unfunded personnel costs - \$23,444

-Participant fees for testing - \$2,681.

Note: Participant fees are not considered program income per NHTSA Guidance

SCHEDULE C
AGREEMENT OF UNDERSTANDING AND COMPLIANCE

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

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

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

WHEREAS, the SUB-RECIPIENT and any awarding subcontracts must comply with the requirements listed herein, to be eligible for Federal funds in approved traffic safety projects, and

WHEREAS, the SUB-RECIPIENT's application has been approved for Federal, State or Other funds for traffic safety projects, and is aware that this agreement is dependent upon availability of funds as appropriated by Congress or the State.

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

Nondiscrimination

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination "Federal Nondiscrimination Authorities" These include but are not limited to:

• Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

• [6:CFR part 21](#) (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation • Effectuation of Title VI of the Civil Rights Act of 1964);

• [4:CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ([42 U.S.C. 4601](#)), (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. 38:3638:5](#) and [38:7638:8](#)) (prohibit discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [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. 322642;+) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

• Titles II and III of the Americans with Disabilities Act ([42 U.S.C. 343536343: ;+](#)) (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 Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

[Executive Order 13166](#), Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

[Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and

[Executive Order 13988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

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

General Assurances

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

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

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

Specific Assurances

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in [§ 43045\(d\)](#) and (e) of [49 CFR part 21](#) will be (with regard to an "activity" facilitated, or will be (with regard to a "facility" operated, or will be (with regard to a "program" conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, [42 U.S.C 2000d](#) to 2000d-6) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or

program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

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

The State will comply with provisions of the Hatch Act ([5 U.S.C. 150161508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying (Applies to Subrecipients as Well as States)

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

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

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) 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 (<https://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.

Buy America (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. 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.

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

General Requirements

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

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

Disclosure Requirements

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

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure

include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

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

Policy on Seat Belt Use

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee 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 of 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.

Policy on Banning Text Messaging While Driving

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States 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 on or behalf of the Government. States 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.

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.

STATE SUPPLEMENT

1. AGREEMENT CHANGES

If the SUB-RECIPIENT agency wishes to make any revisions to this project agreement during the grant period, the SUB-RECIPIENT must notify the Office of Traffic Safety (OTS) via a Change Order within the eGrants system and obtain OTS approval. This includes changes in grant personnel, Project Director, or Fiscal Officer; address, email and phone numbers, scope of work of the project; budgetary changes, etc.

2. MATCHING FUNDS

The SUB-RECIPIENT is required to report on or substantiate in-kind or matching contributions on each claim submitted. The OTS 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 Intelligrants website: <https://ots-nv.intelligrants.com/> once logged in, click "Training Materials" tab.

3. EQUIPMENT PURCHASES

For equipment purchases with a unit price of \$10,000 or higher and having a useful life of more than one year, a Property Acquisition Report must be submitted within the OTS grants management system before submitting a claim for reimbursement. The Agency must receive prior written approval from the OTS before acquiring or disposing of equipment valued at \$10,000 or more. See 2 CFR 200.313 for additional information.

The OTS also tracks subrecipient purchases of hard goods which do not meet the legal definition of equipment shown above which also requires the completion of a Property Acquisition Report. Contact your Program Manager for information on types of hard goods that require this report.

- a) Equipment purchased through this project which has an anticipated useful life extending beyond one year, is not consumed in use, is not attached permanently as a non-movable fixture and which costs more than \$10,000 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 SUB-RECIPIENT that no property purchased through this project will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

4. ELIGIBLE EXPENDITURES

- a) It is mutually agreed and promised that upon written agreement by SUB-RECIPIENT and approval by STATE and the United States Department of Transportation, STATE shall obligate said Federal, State or Other funds to SUB-RECIPIENT's account for reimbursement of eligible expenditures as set forth in the agreement.
- b) It is mutually agreed and promised that SUB-RECIPIENT shall reimburse STATE for any ineligible or unauthorized expenditure for which Federal, State or Other funds have been claimed and payment received as determined by a State or Federal audit.
- c) It is mutually agreed and promised that where reimbursement is made to SUB-RECIPIENT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by SUB-RECIPIENT.
- d) It is further agreed that a clear audit trail must be established to determine costs charged against this agreement. Claims with documents to substantiate all costs will be submitted monthly for any expenses incurred and paid during the prior month.

5. PROGRAM INCOME

- a) 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.
- b) Program Income must be identified in the project agreement and when claiming reimbursements and associated expenses.

- c) Program income earned during the grant period shall be retained by the subrecipient and, in accordance with the grant or other agreement, shall be added to Federal funds committed to the project and be used to further eligible program objectives.
- d) Program income that remains unexpended after the grant ends shall continue to be committed to the original grant objectives.
- e) Program income may be used to meet cost sharing or matching requirements only upon written approval of the NHTSA Regional Office. Any such use shall not increase the commitment of Federal funds.

6. EDUCATIONAL and PROMOTIONAL MATERIALS

Educational materials are defined as those items sole purpose is to convey substantive information about highway safety. These types of items are allowable. To be considered educational, distributed material must provide substantial information and educational content to the public and have the sole purpose of conveying that information.

No promotional items or memorabilia are allowable costs under Federal grants. Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and could result in the requirement to repay the misused funds.

7. MEDIA AND PRINTED MATERIAL

It is agreed by the SUB-RECIPIENT, prior to production of public information materials through this grant project that proofs, scripts, or concept will be submitted for STATE approval. Public information materials include but are not limited to, TV and radio public service announcements, billboards, pamphlets/brochures and posters, and other promotional materials. Approved materials must include the phrase: "Funding provided (in whole or in part) by the Nevada Office of Traffic Safety." This includes Public Service Announcements, any program artwork, etc.

8. COPYRIGHTS AND PATENTS

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

9. REPORTING

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

10. POLICY ON SEAT BELT USE

The SUB-RECIPIENT is required to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

11. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

12. PARTICIPATION IN TRAFFIC SAFETY TASK FORCES MEETINGS

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

13. GRANT AND PROGRAM DEVELOPMENT TRAINING

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

14. 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:

- 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.

15. AUDIT SUBMISSION REQUIREMENT

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

All agencies that are awarded \$1,000,000 or more in Federal awards in a Federal fiscal year must have a single or program specific audit in compliance with the Single Audit Act of 1984 (Public Law 98-502). Therefore, funding from this traffic safety grant must be included when a Single Audit is performed. It is the responsibility of the SUB-RECIPIENT agency to ensure an accepted copy of this audit is submitted to the STATE.

If the SUB-RECIPIENT agency expended < \$1,000,000 in federal funding for the fiscal year, a copy of their most recent financial statement will be forwarded to the STATE (2 CFR 200.501).

16. PERSONNEL REIMBURSEMENT

Sub-recipient is required to substantiate the payroll time via an activity report, timesheet, or generally accepted payroll documentation. This is particularly applicable to SUB-RECIPIENT who receive federal funding from more than one source.

17. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

All recipients of Federal grant funding, where individual awards are \$30,000 or more, are required to provide OTS with their unique UEI number before an Authorization to Proceed can be issued. This information must be submitted to OTS via the Application Process in Nevada eGrants.

18. SUB-RECIPIENT IS AND SHALL BE INDEPENDENT

Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of the SUB-RECIPIENT or any other party. SUB-RECIPIENT shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either SUB-RECIPIENT or the State to the Public Employees Retirement system; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State.

19. INSPECTION & AUDIT

a) Each party agrees to keep and maintain under general accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b) Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the Office of Traffic Safety, the Division of Internal Audits, the Legislative Counsel Bureau, State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c) All books, records, reports, and statements relevant to this Agreement must be retained for 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.

20. OUTSIDE EVALUATOR

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

21. INDEMNIFICATION

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

22. LIMITED LIABILITY

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. The liability of both parties shall not be subject to punitive damages.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. SUSPENSION/TERMINATION

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

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

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

This Agreement may be terminated by either party prior to the date set for above, provided that the termination shall not be effective until thirty (30) calendar days after the party has served written notice upon the other party. This Agreement may be terminated 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.

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.

33. BENEFIT TO LOCAL AGENCIES

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

It is mutually agreed between the STATE and the SUB-RECIPIENT agency that this SCHEDULE C 6"STATE SUPPLEMENT shall become effective upon agreement signature and the Authorization to Proceed.