

Item # 4-ZB

**City of Carson City  
Agenda Report**

**Date Submitted:** March 6, 20067

**Agenda Date Requested:** 3/15/07

**Time Requested:** Consent Agenda

**To:** Mayor and Supervisors

**From:** Carson City Sheriff's Office

**Subject Title:** Action to approve the Office of Traffic Safety Pedestrian Safety Grant, in the amount of \$1,902.96, for Federal Fiscal Year 2007.

**Staff Summary:** Numerous complaints have been made in regards to vehicles not yielding at cross walks. The complaints were generated from the areas of South Carson Street and Stewart Street, around the Legislative Building.

The Carson City Sheriff's Office goal is to raise public awareness of pedestrian laws and make the cross walks safer for public use. The goal will be attained by increased press releases to education the public and cross walk enforcement operations between February 2007 and July 2007.

**Type of Action Requested:** (check one)

- Resolution
- Ordinance
- Formal Action/Motion
- Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the acceptance of the Office of Traffic Safety Pedestrian Safety Grant, in the amount of \$1,902.96 for Federal Fiscal Year 2007.

**Explanation for Recommended Board Action:** The purpose of this OTS Grant is to increase public awareness of pedestrian laws, thus increasing public safety at crosswalks.

**Applicable Statute, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** There is no financial impact to the city as the only contribution is In Kind.

**Explanation of Impact:** See Above

**Funding Source:** The funds for this project have been obtained through the Office of Traffic Safety Pedestrian Safety Grant.

**Alternatives:** No participation in the Grant.

**Supporting Material:** OTS Grant Application

Prepared By: Norma Santoyo, Chief Admin. Officer

Reviewed By: [Signature]

(Department Head)

Date: 3/6/07

(City Manager)

Date: 3-6-07

Melanie Bunketta

(District Attorney)

Date: 3-6-07

[Signature]

(Finance Director)

Date: 3-6-7

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

MINI-GRANT APPLICATION  
Safety Belts or Pedestrian Safety  
(Web Edition)

FEDERAL FISCAL YEAR 2007  
Oct 1, 2006 – September 30, 2007

**PLEASE FILL OUT ALL SHADED PORTIONS.**

[Back to Main](#)

<p>STATE OF NEVADA</p> <p>DPS- OFFICE OF TRAFFIC SAFETY</p> <p>555 WRIGHT WAY</p> <p>CARSON CITY, NV 89711</p> <p>(775) 684-7476</p> <p>FAX (775) 684-7482</p> <p>EMAIL: <a href="mailto:tsafety@dps.state.nv.us">tsafety@dps.state.nv.us</a></p>	<p>OTS USE ONLY</p> <p><b>Project Number:</b></p> <p>PROGRAM AREA:</p> <p>PROGRAM MANAGER: Traci Pearl</p> <p>EMAIL: <a href="mailto:tpearl@dps.state.nv.us">tpearl@dps.state.nv.us</a></p> <p>Amount: _____</p> <p>Reviewed: _____</p>
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**TITLE OF PROJECT:**  
Carson City pedestrian safety enforcement

**ORGANIZATION NAME:**  
Carson City Sheriffs Department

**FEDERAL TAX IDENTIFICATION NUMBER:**  
88-6000189

**IMPORTANT NOTICE:**

FOLLOWING REVIEW, IF YOUR APPLICATION IS APPROVED, AN AUTHORIZATION TO PROCEED WILL BE SENT TO YOU. **DO NOT EXPEND** ANY FUNDS UNTIL YOU HAVE RECEIVED THIS AUTHORIZATION TO PROCEED FROM THE DPS-OFFICE OF TRAFFIC SAFETY, CALL 775-684-7476 IF YOU HAVE QUESTIONS.

ACCEPTANCE - IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT A PROJECT RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS SOME OF WHICH ARE OUTLINED IN SCHEDULE C WHICH WILL BE ATTACHED TO THE FINAL GRANT AGREEMENT. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTNER IN ACCORDANCE WITH OTS POLICY. COPY OF SUCH POLICY MAY BE OBTAINED UPON REQUEST. SIGNATURES CERTIFY STATEMENTS MADE IN THIS APPLICATION. THIS AGREEMENT IS BOUND BY APPLICABLE PROVISIONS OF FEDERAL AND STATE LAW.

**PROJECT DIRECTOR**

(This is the person within agency who will be conducting all the grant project 'activities.')

NAME (FIRST, MI, LAST): Jarrod Adams

TITLE: Deputy Sheriff

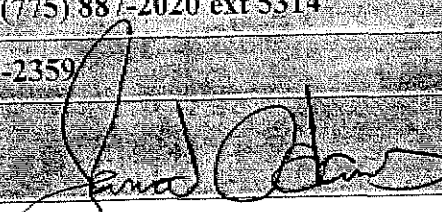
ADDRESS AND ZIP CODE: 901 E. Musser St.

EMAIL ADDRESS: JAdams@ci.carson-city.nv.us

TELEPHONE NUMBER: (775) 887-2020 ext 5314

FAX NUMBER: (775) 887-2359

SIGNATURE AND DATE

 2/2/07

**AUTHORIZING GOVERNMENTAL/ AGENCY OFFICIAL**

(This is who has the authority within your agency to spend money, purchase items)

NAME (FIRST, MI, LAST): Kenneth Furlong

TITLE: Sheriff

ADDRESS AND ZIP CODE: 901 E. Musser St.

EMAIL ADDRESS: KFurlong@ci.carson-city.nv.us

TELEPHONE NUMBER: (775) 887-2020 ext 1901

FAX NUMBER: (775) ~~887-2359~~ 887-2026

SIGNATURE AND DATE



**FINANCIAL OFFICER**

(This is who processes the financial aspects for agency (purchasing, receivables & payables, budget, etc)

NAME (FIRST, MI, LAST): Kathy Heath

TITLE: Financial Manager

ADDRESS AND ZIP CODE: 901 E. Musser St.

EMAIL ADDRESS: KHeath@ci.carson-city.nv.us

TELEPHONE NUMBER: (775) 887-2020 ext 1100

FAX NUMBER: (775) ~~887-2359~~ 887-2026

SIGNATURE AND DATE



## SCHEDULE A: PROJECT OUTLINE

**1. PROBLEM IDENTIFICATION** (Background information--What is the problem the project will address?)

We have received numerous complaints from the public about vehicles not yielding to them in cross walks. The complaints were generated from the area of South Carson St. and Stewart St. around the Nevada State legislature.

**2. GOAL** (A one to two sentence statement of the effect your project will have on the problem outlined above). Our goal is to raise public awareness of pedestrian laws and make the cross walks safer for the public to use.

**3. OBJECTIVES** (The accomplishments you will complete to achieve your goal.)

We will achieve this goal by issuing press releases before and after each event to educate the public. We will conduct three cross walk enforcement operations between February 2007 and July 2007.

**4. ACTIVITIES** (The actions you will take to achieve the above objectives. Include an explanation of any in-kind contributions being made by the requesting agency). We will issue press releases before and after each operation. We will conduct three cross enforcement operations. Each operation will have one decoy and five Deputies on overtime. Each operation will last three hours. Our in-kind contributions will include \$300.00 of man power between Deputies and Dispatchers. \$128.00 of vehicle use.

**5. EQUIPMENT JUSTIFICATION** (How will the equipment you plan to purchase support the objectives and activities listed above. Give details on the equipment costs summarized below.)

No equipment, overtime only.

6. **EVALUATION** (How do you plan to measure the success of your project and communicate that success to OTS?)

The Carson City Sheriff's Department will report all citations issued during the cross walk enforcement operations to the Office Of Traffic Safety.



SCHEDULE C  
AGREEMENT OF UNDERSTANDING AND COMPLIANCE

THIS AGREEMENT made and entered into by and between the STATE OF NEVADA by and through the Office of Traffic Safety, Department of Public Safety, hereinafter referred to as "STATE" and the Governmental unit 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 approval by STATE and the United States Department of Transportation, and

WHEREAS, STATE is obligated to reimburse the United States Department of Transportation out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, 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 expenditures 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 expenditures 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 expected useful life of two years or more and an acquisition cost (net of any purchase or shipping cost) of more than \$500 and a useful life of 2 years or more will be recorded in the property management file of the sub-political entity to which the applicant agency belongs. The Office of Traffic Safety retains the right to inspect and to reclaim custody of any or all of the property described above if, in the opinion of the Office of Traffic Safety, 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 no property will be conveyed, sold, salvaged, transferred, etc. without the express written approval of the STATE.

## III. Records

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

## IV. Audit Responsibility

All agencies that expend \$300,000 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 be submitted to the Office of Traffic Safety.

## V. Reports

The APPLICANT shall submit quarterly 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 OTS within 30 days after the date of completion of the contract. The final quarterly 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

Any copy-rightable 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 copy-rightable material.

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

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.

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 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 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

1. By signing and submitting this Agreement, the APPLICANT is providing the certification set out below.
2. The re-certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The 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.
4. The terms covered transaction, "debarred," "suspended," "ineligible," "lower tier-covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The 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.
6. 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)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### XIII 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 Transportation under the Highway Safety Programs and other participants in the Highway Safety Programs.

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