








Res 117

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Dane County Sheriff's Office</b>		CONTRACT/ADDENDUM #: <b>2480</b>	
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> POS <input type="checkbox"/> Co Lesse <input type="checkbox"/> Co Lessor <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Purchase of Property <input type="checkbox"/> Property Sale <input type="checkbox"/> Other:	
3. Term of Contract or Addendum: From: <u>5/1/2015</u> To: <u>9/30/15</u>			
4. Amount of Contract or Addendum <b>\$5,300</b>			
5. Purpose: The Department of Transportation, Bureau of Transportation Safety, State of Wisconsin, is making funds available for an Alcohol Enforcement Initiative to reduce the number of alcohol related crashes by persons leaving area festivals and community events by providing grant funding for a "Safe Rider Program," and a media plan.			
6. Vendor or Funding Source: <b>WI Department of Transportation, Bureau of Transportation Safety</b>			
7. MUNIS Vendor Code: <b>3022</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>SHRFFLD 80518</u>		Amount \$ <u>5,300</u>	
Account No. & Amount, Org. & Obj. <u>SHRFFLD 21839</u>		Amount \$ <u>2,200</u>	
Account No. & Amount, Org. & Obj. <u>SHRFFLD 215303</u>		Amount \$ <u>3,100</u>	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES- 117</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval 			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
	Received	<u>7/6/15</u>	
	Controller	<u>7/9/15</u>	<u>7/9/15</u>
	Corporation Counsel	<u>7/8/15</u>	<u>7/9/15</u>
	Risk Management	<u>7/8/15</u>	<u>7/8/15</u>
	ADA Coordinator	<u>7/8/15</u>	<u>7/8/15</u>
	Purchasing Agent	<u>7/9/15</u>	<u>7/9/15</u>
	County Executive		

### VENDOR

<b>Vendor Name &amp; Address</b> WI Department of Transportation Division of State Patrol Bureau of Transportation Safety 4802 Sheboygan Ave. PO Box 7936 Madison, WI 53707-7936
Contact Person <b>Matthew Aslesen</b>
Phone No. <b>608.266.0402</b>
E-mail Address <a href="http://www.dot.wisconsin.gov/">www.dot.wisconsin.gov/</a>

### Footnotes:


- 
- 

<b>Return To:</b> Name/Title: <u>LILLIAN RADIVOJEVICH</u> Dept.: <u>SHERIFF'S OFFICE - ADMINISTRATION</u>
Phone: <u>608.284.4801</u> Mail Address: <u>PSB, 115 w. DOTY STREET, MADISON, WI, 53703</u>
E-mail: <u>RADIVOJEVICH@DANESHERIFF.COM</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 7-6-15 Signed:   
 Telephone Number: (608) 284-6167 Print Name: JEFF HOOK, CHIEF DEPUTY

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**Proposed Project Title:** 2015 Dane County Summer Event Safe Ride Home  
**Type of Municipality:** County  
**Applicant Agency/County:** Dane County

**Enforcement Area:** Dane County  
**Agency Federal Employer ID (FEIN):** 39-6005684  
**DUNS Number:** 07-614-8766

**Agency Head or Authorizing Official**

**First Name:** David  
**Last Name:** Mahoney  
**Title:** Sheriff  
**Address:** 115 W. Doty Street  
**City:** Madison  
**State:** Wisconsin  
**Zip Code:** 53703

**Project Coordinator**

**First Name:** Jeff  
**Last Name:** Heil  
**Title:** Sergeant  
**Address:** 115 W. Doty Street  
**City:** Madison  
**State:** Wisconsin  
**Zip Code:** 53703  
**Phone:** 608-284-6876  
**Fax:** 608-284-6858  
**E-mail Address:** heil@danesherriff.com

Activity Report

Organization: DANE CO SO

Funded Grants 2015

FG-2015-DANE CO -02926

Problem Identification/Project Justification

Describe the situation that this Project will address and why the selected activity is the best way to address it.

2015 Festival Grant

Grant maximum amount: \$6,000.00

Goals

To decrease traffic deaths in Wisconsin.

To work toward "Zero in Wisconsin" <http://www.zeroinwisconsin.gov/index.html>

To provide a safe ride home through the use of alternative transportation by providing funding. This is for patrons attending the local summer community event who have been consuming alcohol and need to get home.

To collaborate with community members to gain buy-in, and develop an action plan to deter drinking and driving before, during or after the event and throughout the year.

To distribute information on the dangers of drinking and driving, and to promote personal responsibility.

Timeline:

Funds must be used for the identified event before September 30, 2015

I agree to the terms and conditions above.

## Activity Report

Organization: DANE CO SO

Funded Grants 2015

FG-2015-DANE CO -02926

### Project Objectives with Evaluation Plan

**OBJECTIVES:** What will the project accomplish? Objectives must be quantifiable and time-framed.

The Dane Fire Department, Cross Plains Worlds Fair organizers, Hometown Days USA planners, Mazomanie Wild West Days committee, Black Earth Field Days committee along with village governments and area businesses have expressed an interest in showing support for this project. Local newspapers will be encouraged to run stories about this Traffic Safety initiative. Posters and banners will also be printed and distributed that include information about the safe ride home program and the availability of transportation choices at each venue. The "Zero In Wisconsin" logo will be included on all the posters and banners printed for each festival.

The banners will be placed near the entrance/exit to each festival and in the festival beer tent to advertise the alternative transportation option. Bus companies will be contracted to have a bus readily available and event organizers have agreed to allow the bus to park near the entrance/exit location for easy access for patrons. The service will be available 9:00 p.m. - 1:00 a.m. on Friday and Saturday evenings. Routes and times will be made available to patrons so they can plan ahead as to when the bus will be available in their area. Bus hours may change due to the needs of each individual festival.

The objective is to educate the public about responsible alcohol use and the transportation alternative should someone drink too much alcohol at the festival. Aggressively advertising the program will also be accompanied by high visibility enforcement patrols using alcohol grant money the weekend of each festival. The HVE patrols will be advertised by the Dane County Sheriff's Office and the media releases will stress the importance of keeping intoxicated drivers off the roadways.

These communities have limited public transportation available and draw a large number of participants to the event.

**EVALUATION PLAN:** Describe how you will measure success in achieving each Project goal and objective.

After each festival, an evaluation will commence with the festival organizers. The bus drivers will be tasked with providing the number of riders for each event and this information will be provided to BOTS in the form of an after action report after the festivals conclude in 2015. Past years have already shown the number of patrons using this program increases, which supports the belief that the safe ride home program is becoming more popular among festival patrons and a needed transportation alternative for many. Photos of the service will be taken during the events.

High visibility enforcement patrols using alcohol grant money will also be planned each festival weekend. The HVE patrols will help supplement the safe ride home program and stress the importance of preventing drunk driving. The citation numbers will be included in the after action report provided to DOT and BOTS.

**SELF SUFFICIENCY STATEMENT:** Describe how Highway Safety Project activity will continue when Highway Safety funds are no longer available.

The funds for the Safe ride are helpful in showing the importance of the service and it's role in reducing impaired driving. The goal is to find local sponsors to support the program when funds are no longer available.

✓ I agree to the terms and conditions above.

All grantees agree to adhere to the following policies, which are detailed in the full contract.

Grantee is:

- 1.subject to audit and is responsible for complying with appropriate maintenance of records
- 2.subject to on-site monitoring and review of records by BOTS staff
- 3.prohibited from purchasing equipment other than equipment approved by BOTS
- 4.prohibited from using grant funds to supplant existing state or local expenditures
- 5.prohibited from discriminating against any employee or applicant for employment
- 6.prohibited from receiving grant funds if presently debarred
- 7.prohibited from using these funds to further any type of political or voter activity
- 8.prohibited from using these funds to engage in lobbying activity
- 9.required to comply with Buy America

If the grant funds will be expended on law enforcement, grantee further certifies:

- 1.that it has a written departmental policy on pursuits
- 2.that it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- 3.that it has a written departmental policy on the use of safety belts by employees
- 4.that it complies with Title VI of the Civil Rights Act of 1964

A-133 Single Audit requirement Verification

The grantee has verified that their political entity (payee for this grant)

- ✓ **IS** or **IS NOT** Subject to A-133 Single Audit requirements.

If subject to A-133 Single Audit requirements, the grantee has verified that its political entity is in compliance and has filed with the Federal Audit Clearing House:

- ✓ **Yes** or **Not Applicable**.

Annual Mandatory Grants Training:

List the name of the person or persons who have taken or are scheduled to take the Annual Mandatory Grants Training. List the name of the person, training location and the date of training.

Name	Training Location	Date
Jeff Heil	WI Governors Conference	8/26/2014

[Click Here for Training Locations.](#)

- ✓ I agree to the terms and conditions above.

## Work Plan

Describe who will do what by when in order to achieve project goals and objectives. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval. **Amendments may not be considered after July 1 of the fiscal year during which the project is commenced.** Failure to perform planned activity may be considered grounds for terminating the grant.

## Work Plan:

1. Deputies will assist the event organizers with the distribution of posters in the event areas to advertise the safe ride program. Deputies and event organizer's including local Fire and EMS staff will work closely with local business's to allow poster to be place in windows for public viewing.
2. The area newspapers and the local weekly Advertiser will run ad's announcing the availability of the transportation alternative. The heading will be the "Safe Rider Program", with the ZIW local as a key point.
3. Local bus company's from the event areas will provide a small bus for an agreed upon cost. The estimated cost is about \$55.00 per hour. This is a reduced rate given to the event because of the benefits of the safe rider program.
4. Banners will be placed near the entrance of the parks to advertise the transportation alternative. These are the same banners that have been used in past years.
5. Additional DCSO staff will be patrolling the area in a saturated OWI patrol event to stress the need for responsible driving. This patrol event will be part of a separate OWI grant.

**Work Plan/Calendar:**

The Work Plan/Calendar contained within this contract is a term of the contract. Please use the space below to describe activities to be performed, approximate month activities will be performed in, and the approximate number of hours to perform.

## Work Plan /Calendar:

## May 2015:

Administrative time to contact vendors for:

- bus service
- advertisers
- printing services

Administrative time to contact event planners for each of the five events to coordinate logistics, update posters and advertisement copies, and plan each event.

10 hours admin time.

## June 2015:

- Place ads for events, distribute posters, confirm bus times, and make contact with event planners.
  - Train event staff and educate patrons.
  - June 5 and 6 2015, hold events for Verona Hometown Days
  - June 26and 27, 2015 hold events for Cross Plains World's Fair and Dane Fireman's Festival
- 3 hours per event to place ads, confirm bus, distribute posters  
2 hours per event to train event staff and educate patrons

## July 2015:

- Place ads for events, distribute posters, confirm bus times, and make contact with event planners.
  - No events this month.
- 3 hours per event to place ads, confirm bus, distribute posters  
2 hours per event to train event staff and educate patrons

## August 2015:

- Place ads for events, distribute posters, confirm bus times, and make contact with event planners.
  - Train event staff and educate patrons.
  - August 7 and 8, 2014 hold event for Black Earth Field Days.
- 3 hours per event to place ads, confirm bus, distribute posters  
2 hours per event to train event staff and educate patrons

## September 2015:

- Place ads for events, distribute posters, confirm bus times, and make contact with event planners.
- Train event staff and educate patrons.
- September 11 and 12, 2015 hold event for Mazomanie Wild West Days

Work Plan

- Complete all paperwork for Wise grants submission.
- 3 hours per event to place ads, confirm bus, distribute posters
- 2 hours per event to train event staff and educate patrons

**Work Plan Amendments:**

If work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval.

**Amendments may not be considered after July 1 of the fiscal year during which the project is commenced.**

[Click Here](#) to see Amendment Process.

✓ I agree to the terms and conditions above.



Equipment and Budget Terms

**Relationship to Work Plan:**

All budget items must relate to activities described in the Work Plan. Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget or work plan will not be reimbursed.

**Documentation Requirements:**

Grantee will document hours, wage and fringe rate, and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records, which shall be kept on file at the agency for three years from the date the project closes. Grantor reserves the right to perform monitoring activities, to include ongoing review and audit of department records.

**Monitoring:**

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

**Match Requirement (If Any):**

A local match of at least 25% of the grant total is required. The match budget line may consist of estimates of program match.

**Buy America Act:**

Grantee agrees to comply with the provisions of the Buy America Act, 23 USC 313, which includes the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless the US Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project Grant 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 US Secretary of Transportation

**Equipment Purchase:**

Item	American Made	Federal Grant	Local Match
	Yes No		
Domestic materials or equipment not reasonably available			
Domestic materials or equipment not of satisfactory quality			
Domestic materials or equipment would increase the cost by more than 25%			
	Yes No		
Domestic materials or equipment not reasonably available			
Domestic materials or equipment not of satisfactory quality			
Domestic materials or equipment would increase the cost by more than 25%			
	Yes No		
Domestic materials or equipment not reasonably available			
Domestic materials or equipment not of satisfactory quality			
Domestic materials or equipment would increase the cost by more than 25%			
	Yes No		
Domestic materials or equipment not reasonably available			
Domestic materials or equipment not of satisfactory quality			
Domestic materials or equipment would increase the cost by more than 25%			
	Yes No		

Equipment and Budget Terms

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

Yes No

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

Yes No

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

Yes No

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

Yes No

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

Yes No

Domestic materials or equipment not reasonably available  
 Domestic materials or equipment not of satisfactory quality  
 Domestic materials or equipment would increase the cost by more than 25%

**Total** **\$0** **\$0**

**Travel/Training Request:**

All expenses are reimbursed at actual costs and at current State of Wisconsin travel rates.

Item	Number of	Federal Grant Request	Local Match	Totals
Travel (air, mileage, taxi, etc.)				\$0
Hotel/Lodging				\$0
Registration				\$0
Meals				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Please use the text box below to briefly describe how this travel/training will benefit this program and any additional information that may be necessary:

Equipment and Budget Terms

None

**Description of other activities:** (i.e. Description of materials & supplies, contractual services, media, and community activities, etc.):

Contractual Services funds cover \$2,200 for the bus services and \$3,000 for advertising in local newspapers, and \$100 for printing posters for the events.

**Budget Request (Incorporates Equipment Request, Travel/Training Request, and Wage/Fringe Request above):**

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$0	\$1,700.00	\$1,700.00
Travel/Mileage	\$0	\$0	\$0
Training	\$0	\$0	\$0
Contractual Services	\$2,200.00	\$0	\$2,200.00
Equipment	\$0	\$0	\$0
Materials & Supplies	\$3,100.00	\$0	\$3,100.00
Other	\$0	\$0	\$0
<b>Total</b>	<b>\$5,300.00</b>	<b>\$1,700.00</b>	<b>\$7,000.00</b>

**Amendments:**

If Work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval.

**Amendments may not be considered after July 1 of the fiscal year during which the project is commenced.**

[Click Here to see Amendment Process.](#)

**Signatures:**

The signature of agency head or authorizing official must be emailed to DOTsafetygrants@dot.wi.gov. An electronic grant submission through the WISE Grants System will initiate the grant approval process, but no reimbursement will be made until the signature page is received.

I agree to the terms and conditions above.

## Deliverables

**Forms:**

Forms will only be accepted through the WISE Grants. Questions about grant submissions should be referred to either the State Program Manager or the Regional Program Manager.

[Click Here](#) to see the RPM and SPM map.

**Project Match Report:**

Grantee will complete the Final Project Match Report form provided by Grantor AFTER all project activity is complete, but no later than **November 1st of the fiscal year during which the project is commenced.**

**Earned Media Event Documentation:**

Documentation (hard-copy, faxed and/or electronic copies of media materials) of each earned media event must be submitted to BOTS. An electronic link to a print article, news online or other format is acceptable documentation.

**Place of Delivery:**

**All Electronic Project Deliverables shall be submitted via the WISE Grants System.**

**Signature Pages shall be e-mailed to [DOTsafetygrants@dot.wi.gov](mailto:DOTsafetygrants@dot.wi.gov)**

**Questions about the Traffic Safety Program or this project should be addressed to the State Program Manager or the Regional Program Manager.**

[Click Here](#) to see the RPM and SPM map.

**Mailing Address:**

**Wisconsin State Patrol, BOTS**

**P.O. Box 7936**

**MADISON, WI 53707-7936**

**FAX: (608) 267-0441**

✓ I agree to the terms and conditions above.

## General Contract Terms General

This Grant Agreement (Agreement), entered into by and between the Bureau of Transportation Safety (BOTS) and \_\_\_\_\_ (Grantee), is executed pursuant to terms that follow.

**1 Purpose of this Agreement**

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project (Grant) undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

**2 Term**

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the fiscal year during which the Grant is conducted.

**3 Implementation**

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS. Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval. Amendments will not be considered after July 1 of the fiscal year during which the project is commenced. Failure to perform planned activity may be considered grounds for termination of funding.

**4 Audit and Maintenance of Records**

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and revised OMB Circular A-133. If grantee government subdivision is subject to an AB-133 audit, BOTS must be notified of the audit and subsequent results. BOTS may take corrective action within six months and may require independent auditors to have access to grantees records and financial statements. Note: Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of the Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone, (202) 395-3993.

Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as Other shall be claimed separately.

**5 Monitoring by the State**

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

**6 Payment of Funds by the State**

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified in the Project Narrative or Work Plan. Personnel costs shall be reimbursed on the basis of hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described in the Project Narrative or

## General Contract Terms General

Work Plan. All expenses for which Grantee seeks reimbursement must be documented in Project Activity Reports.

### 7 Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than two years, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing. Each item shall be tagged, inventoried, and monitored until the federal interest is released.

Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS when equipment is no longer used for the purpose for which it was acquired.

### 8 Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned.

Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

### 9 Program Income

Program income is gross income derived by Grantee from grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

### 10 Additional Requirements Where Funds Are Expended on Law Enforcement

Grantee agency certifies that it has a written departmental policy on biased based policing, or that it will initiate development of one during the grant period.

A. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of IACP or a similar pursuit policy.

B. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.

C. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

D. Grantee must comply with Title VI of the Civil Rights Act of 1964 and Presidential Executive Order 13166 regarding language access and Policy Guidance Concerning Recipients Responsibilities to Limited English Proficient (LEP) Persons.

### 11 Supplanting

The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

### 12 Nondiscrimination

Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of

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1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

### 13 Debarment and Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, principal includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

### 14 Political Activity (Hatch Act)

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

### 15 Lobbying Activities

#### *Certification Regarding Federal Lobbying*

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-award 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*

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.

### 16 Buy America Act

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Grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), 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 the 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.

**17 Termination**

This grant may be terminated upon BOTS determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

**18 Correspondence**

All correspondence with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address:

Wisconsin State Patrol  
BOTS  
P.O. Box 7936  
Madison, WI 53707

I agree to the terms and conditions above.\*

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS FOR CERTIFICATION:**

- 1 By signing and submitting this proposal, the prospective low tier participant is providing the certification set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.
- 3 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms covered transaction, 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 prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6 The prospective lower tier participant further agrees by submitting this proposal that it will include 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 transaction. (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 on, in addition to other remedies available to the Federal government, the department of 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 statement in this certification, such prospective participants shall attach an explanation to this proposal.

SIGNED:

*[Signature]* 06/08/15 Danc Co. Sheriff's Office

(Agency Head or Authorizing Official), (Date), (Agency Name)

*[Signature]* 6-16-15

(Director, Bureau of Transportation Safety), (Date)