

Res 44

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Dane County Sheriff's Office</b>		CONTRACT/ADDENDUM #: <b>12383</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		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>4/1/2015</u> To: <u>9/30/15</u>		<input type="checkbox"/> POS	<input type="checkbox"/>
4. Amount of Contract or Addendum <del>\$7,500</del> <b>\$5,100</b>		<input type="checkbox"/> Co Lesse	<input type="checkbox"/>
5. Purpose: Request approval to accept grant funding to participation in a 2015 High Visibility Motorcycle Operating While Intoxicated (OWI) Enforcement Project to decrease crashes from motorcycle events where alcohol is sold by enforcing traffic laws in and around cities, towns, and general locations where motorcycle specific events and activities occur.		<input type="checkbox"/> Co Lessor	<input type="checkbox"/>
		<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/>
		<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>
		<input type="checkbox"/> Property Sale	<input type="checkbox"/>
		<input type="checkbox"/> Other:	<input type="checkbox"/>
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 Personnel Services</u>		Amount \$ <u>5,100</u>	
Account No. & Amount, Org. & Obj. <u>SHRFFLD 82981</u>		Amount \$ <u>5,100</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
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-044</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <i>Jay Hoover</i>			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<u>5-20-15</u>	_____
<i>CP</i> Controller	_____	_____	<u>5/22/15</u>
<i>CC</i> Corporation Counsel	_____	<u>5/20/15</u>	<u>5/20/15</u>
<i>RM</i> Risk Management	_____	<u>5/20/15</u>	<u>5/20/15</u>
<i>AC</i> ADA Coordinator	_____	<u>5/22/15</u>	<u>5/20/15</u>
<i>CA</i> Purchasing Agent	_____	_____	<u>5/22/15</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:

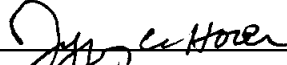
- \_\_\_\_\_
- \_\_\_\_\_

<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: 5-15-15 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 my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Organization: DANE CO SO

FG-2015-DANE CO -02695  
Version Date: 03/26/2015 09:15:04

**Proposed Project Title:**

**MOTORCYCLE ENFORCEMENT**

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:

Jeffrey

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

Alcohol-Impaired Driving: In Wisconsin during 2012, 5,024 alcohol-related crashes resulted in 223 deaths, or 37.1% of all traffic deaths, and 2,907 injuries. Alcohol-Impaired driving is commonly associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring. These high-risk behaviors include speeding, failure to wear safety belts, and distracted driving. Further, of the 116 motorcycle and moped operators killed in 2012, 93 (91.2%) were tested for alcohol, and 33 (32.4%) of those tested exhibited a positive blood alcohol content.

Using a ten-year (2003-2012) average, 95 riders per year die in motorcycle crashes, however in 2012 the number of motorcycle and moped riders that were killed jumped to a 20-plus year record high of 116. In addition, in 2012 there were 2,964 motorcycle crashes which is 11% higher than the ten year average of 2,627 crashes per year. Though motorcycle vehicle miles traveled make up a very small percentage of overall vehicle miles traveled on Wisconsin roadways, motorcycle fatalities in 2012 accounted for 18% of all traffic related fatalities.

The Wisconsin Bureau of Transportation Safety (BOTS) continues to make motorcycle crash reduction a priority in Wisconsin, especially where motorcycle specific events with high participant levels are expected. There is an ongoing need for (HVE) high visibility law enforcement to increase the perception of law enforcement's presence, with everyone's safety being of primary concern. Traffic laws will be enforced in and around the cities, towns and general locations where motorcycle specific events and activities occur. Local law enforcement agencies along with county sheriff departments will work in collaboration with each other and may be joined by Wisconsin State Patrol Motor Officers. In addition, local, county and state law enforcement agencies will raise the awareness of drinking and riding by providing safety talks, literature, and fatal vision goggle demonstrations at these events and activities.

#### Problem ID/Justification

Dane County has experienced five traffic fatalities involving motorcycles on June 26, 2014, June 29, 2014, July 5, 2014, August 10, 2014, and October 16, 2014. These fatalities represent a disproportionate number of traffic fatalities in Dane County compared to the numbers of motorcycles and other vehicles. Many motorcycle events with high participant levels are expected in Dane County over the summer months including Bike Night events at several venues, Community festivals, and scheduled Motorcycle rides. These events can be made safer for riders at the events and traveling to the events through education and high visibility enforcement of traffic laws.

✓ I agree to the terms and conditions above.

#### Additional Justification

## 1. Special Objective

The Wisconsin Bureau of Transportation Safety (BOTS) continues to make motorcycle crash reduction a priority in Wisconsin, especially where motorcycle specific events with high participant levels are expected. There is an ongoing need for (HVE) high visibility law enforcement to increase the perception of law enforcement's presence, with everyone's safety being of primary concern. In addition, local, county and state law enforcement agencies will raise the awareness of drinking and riding by providing safety talks, literature, and fatal vision goggle demonstrations at these events and activities.

Many motorcycle events with high participant levels are expected in Dane County over the summer months including Bike Night events, Community festivals, and scheduled Motorcycle rides. These events can be made safer through education and enforcement of traffic laws.

This grant would be used to support educational activities already being provided by WI DOT BOTS at Quaker Steak and Lube Wednesday night "Bike Nights," and demonstration rides by the Dane County Sheriff Motor Unit by providing funds for enforcement by deputies on motors and in squad cars in the areas of these events with the goal of deterring impaired operation of motorcycles. The grant funding would also be used to provide enforcement on Thursday evenings in the area of USH 151/ USH 30 when Thursday Thunder Bike nights draw a large motorcycle crowd are held at Bowlavard near East Towne Mall. This grant would allow for HVE in the area of large event to promote traffic safety and encourage use of the Safe Rider bus.

2. To adopt a zero tolerance policy for impaired driving during all motor vehicle stops.

Evaluation: Activity Report - Citations

3. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.

Evaluation: Activity Report - Citations

4. During past deployments, Grantees have typically initiated a recorded traffic stop about every 45 minutes. To maintain or exceed historical activity levels during grant-funded activity Grantee will, on average, initiate a recorded traffic stop every 45 Minutes.

Evaluation: Activity Report - Contacts

5. During past grant-funded deployments, Grantees typically maintain an agency ratio of three citations to one written warning.

Evaluation: Activity Report - Citations/Warnings

6. To make contacts with local media, community groups or other groups to increase public awareness of information related to crashes, and subsequent enforcement efforts. This should be done a minimum of once during every quarter of grant approval. Creating partnerships with public and private community groups to enforce public awareness of this campaign is strongly encouraged.

An Agency's failure to meet project Objectives may affect their consideration for future grant awards.

Objectives/Evaluation

✓ 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
Jeffrey Heil	WI Governor's Conference	8/26/2014

Click [Here](#) for Training Locations.

✓ I agree to the terms and conditions above.

**Federal Grant Period:**

Grant activities are funded for one federal fiscal year. Funded fiscal year 2015 activities may begin no earlier than **October 1, 2014** and end no later than **September 30, 2015**.

**Work Plan/Calendar:**

The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract

**Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan/Calendar.**

**The Agencies must participate in Highly Visible Enforcement (HVE) saturation patrols during the timeframes listed below if within specified grant period. HVE saturation patrols must be in high risk locations, supported by publicity and may be a collaborative effort with other LEAs.**

1. May 18 – May 31, 2015 (CIOT National Mobilization – minimum of 4 deployments)
2. June 28 – July 12, 2015 (Summer Heat)
3. Aug 21 – Sept 7, 2015 (Alcohol Crackdown – minimum of 4 deployments)

**Work Plan Amendments:**

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.**

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

**WORK PLAN/CALENDAR**

Please enter data for all the required HVE saturation patrols listed under table A.  
If you enter a value for any non required box, the remainder of the row should be completed.  
If you enter a zero for any column the calculation in column D will produce a 0 for that row.  
Only requested reimbursed hours should be included in work plan calendar.

Month	Enforcement Type	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
April	Saturation	1	4	2	8
May	Saturation	2	4	2	16
June	Saturation	2	4	3	24
July	Saturation	1	4	2	8
August	Saturation	3	4	2	24
September	Saturation	1	4	2	8
<b>TOTAL</b>		<b>10</b>	<b>24</b>	<b>13</b>	<b>88</b>

**WORK PLAN ITEMS – Required:**

**Saturation Patrols and Sustained Enforcement Deployments:**

Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.

**Total Hours:**

Grantee agrees to implement 10 deployments for a total of 88 enforcement hours.

**Grant Reimbursable Hours & Rate:**

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$57.61

**Additional Items:**

Additional July deployments funded under FG-2015-DANE CO -02698

I agree to the terms and conditions above.



**Budget Plan:**

The Budget spreadsheet within this contract is a term of the contract. Eligible cost items for this project include: Wage, Fringe, Low-cost Equipment and High-cost Equipment. Grantee must complete the Federal Share AND Estimated Local Match columns.

**Equipment Purchase:**

The Equipment Purchase Form within this contract is a term of this contract, if either High-cost or Low-cost Equipment is purchased. "High-cost" Equipment is defined in the General Terms; other equipment is considered 'low-cost'.

**Match Requirements:**

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

**Budget/Equipment Amendments:**

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.**

[Click Here to see Amendment Process](#)

**Budget**

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$5,069.68	\$1,382.64	\$6,452.32
Travel/Mileage	Ineligible	\$500.00	\$500.00
Training	Ineligible	\$0	\$0
Contractual Services	Ineligible	\$0	\$0
Equipment	\$0	\$0	\$0
Materials & Supplies	Ineligible	\$0	\$0
Other	Ineligible	\$0	\$0
<b>Total</b>	<b>\$5,069.68</b>	<b>\$1,882.64</b>	<b>\$6,952.32</b>

**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.

**Document 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.

**Equipment Purchase:**

**Grantee must specify make, model, quantity and purchase price of each type of equipment to be purchased.**

**Buy America:**

Grantee agrees to comply with the provisions of Buy America, 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

Item	Assembled or Made in America	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

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**

**Equipment Requirements:**

No more than one-half (50% Rule) of the grant funds may be allocated to equipment, **not to exceed \$4,999.00. If equipment costs exceed the cap of \$ 4,999.00, NHTSA approval would need to be obtained prior to purchase, and any amount in excess of \$4,999.00 would be Local Match.** Grantor will mark the equipment and maintain a proprietary interest until the total equipment

value falls below \$4,999.00.

**Note:** The 50% Rule relates to reimbursed grant funds, not to the initial grant award.

**For example:** The Grantee receives a grant of \$10,000.00 and budgets \$5,001.00 for Wage and Fringe and \$4,999.00 for Equipment. The Grantee utilizes only \$2,500.00 for Wage and Fringe. Then, the total grant amount is reduced to \$5,000.00, of which no more than 50%, or \$2,500.00 (not \$4,999.00) can be used to purchase said equipment.

**Important!**

While equipment may be ordered/purchased once the Grant is approved by BOTS, actual reimbursement for said equipment will not occur until grantee has worked the minimum hours needed to insure that the 50% rule is met.

**For example:** An Agency budgets \$15,000.00 for enforcement and \$4,500.00 for Equipment, \$4,500.00 in Enforcement must take place before the equipment purchase will be reimbursed.

Grantor reserves the right to monitor the use of all equipment purchased using Highway Safety Funds.

Grantee will make the equipment available for viewing by grantor upon notice.

**Approved Equipment:**

Click [Here](#) for all Approved Equipment listed in the Highway Safety Performance Plan.

Alcohol/drug-testing, and alcohol enforcement devices must comply with standards and specifications established by NHTSA or other nationally recognized standard-setting agencies

**NOTE: No equipment will be allowed on Seat Belt Enforcement Grants.**

**NHTSA Guidelines do not allow the purchase of Speed Enforcement Equipment with Alcohol Grant Funds.**

Click [Here](#) for a list of all TraCS compatible equipment. (Use for TRaCS grants only.)

**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.

**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.

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 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 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**

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:**

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

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

## Administrative Information

Federal Identifier	2015-31-05-M5
CFDA Number	20.616
DUNS Number	07-614-8766
Amount	\$5,100
Funding Year	2015
Project ID Number	0955-31-55
Revenue Project ID Number	000
Appropriation	185
Program	1051
Object Codes	5100
Agency Federal Employer ID (FEIN):	39-6005684
Vendor Number	396005684-CT
County-Muni Code	13-000
Payee	Treasurer Dane County
SPM Assigned	Greg N. Patzer
Agency Head	Sheriff David Mahoney
Start Date	4/1/2015

This Grant Agreement (Agreement), entered into by and between the Bureau of Transportation Safety (BOTS) and the Dane County Sheriff's Office\_ (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

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.

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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

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

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]* *03/26/15* *Dane Co. Sheriff's Office*  
 (Agency Head or Authorizing Official), (Date), (Agency Name)

*[Signature]* *3-30-15*  
 (Director, Bureau of Transportation Safety), (Date)