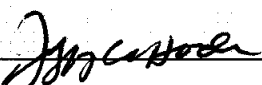


Res 501
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dane County Sheriff's Office		CONTRACT/ADDENDUM #: 12265	
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 ↓ <input type="checkbox"/> POS <input type="checkbox"/> <input type="checkbox"/> Co Lesse <input type="checkbox"/> <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"/>	
3. Term of Contract or Addendum: From: <u>10/1/2014</u> To: <u>9/30/2015</u>			
4. Amount of Contract or Addendum \$120,000			
5. Purpose: To continue participation in a 2014/15 Critical Traffic Investigation and Prosecution Collaboration Project to improve traffic safety in Wisconsin. Funding provides for a multi-jurisdictional collaborative unit comprised of representatives from Dane County Sheriff's Office, Madison Police Department, Wisconsin State Patrol, Dane County Coroner's Office, a dedicated prosecutor, and victim services to investigate and prosecute impaired driving offenses.			
6. Vendor or Funding Source: Wisconsin Department of Transportation			
7. MUNIS Vendor Code: 3022			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input checked="" type="checkbox"/> YES <input 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 and SHRFSUP</u> Amount \$ <u>100,000</u>			
Account No. & Amount, Org. & Obj. <u>DAVICWIT 30840</u> Amount \$ <u>20,000</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>2014 RES-501</u>			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
14. Director's Approval 			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>Ng</u>	Received		<u>2-4-15</u>	
<u>Q</u>	Controller			<u>2/5/15</u>
<u>M</u>	Corporation Counsel		<u>2/5/15</u>	<u>2/5/15</u>
<u>A</u>	Risk Management		<u>2/5/15</u>	<u>2/6/15</u>
<u>A</u>	ADA Coordinator		<u>2/5/15</u>	<u>2/6/15</u>
<u>CR</u>	Purchasing Agent		<u>2/5/15</u>	<u>2/5/15</u>
	County Executive			

VENDOR

Vendor Name & Address	
WI State Patrol, BOTS PO Box 7936 Madison, WI 53707-7936	
Contact Person	
Matthew Aslesen	
Phone No.	
608-267-3249	
E-mail Address	
Matthew.aslesen@dot.wi.gov	

Footnotes:

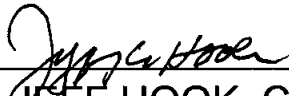
- _____
- _____

Return To: 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)*

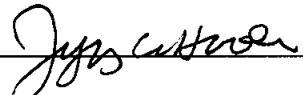
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation 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 copy¹
- 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 copy¹

Date: 2-4-15 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: 2-4-15 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: 2/5/15 Signature: 

¹A 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).

DANE COUNTY SHERIFF'S OFFICE



Administrative Services Division
Interoffice Memorandum

DATE: February 4, 2013

TO: Joseph Parisi, County Executive

FROM: Jeff Hook, Chief Deputy JCH

REF: 2015 Critical Traffic Investigation and Prosecution Collaboration Grant

DESCRIPTION:

The Sheriff's Office requests approval to accept a grant from the Wisconsin Department of Transportation, Bureau of Transportation Safety, in the amount of \$120,000, to continue participation in a 2015 Critical Traffic Investigation and Prosecution Collaboration Project. Funding is provided to improve traffic safety in Wisconsin through a multi-jurisdictional collaborative effort comprised of representatives from Dane County Sheriff's Office, Madison Police Department, Wisconsin State Patrol, Dane County Coroner's Office, a dedicated prosecutor and victim services. This unit will investigate and prosecute cases involving impaired/reckless/negligent driving injuries/fatalities and any other impaired driving offenses.

A dedicated prosecution team, as specified above, provides Dane County with a uniform protocol for investigating and prosecuting crashes involving criminal charges. Since the inception of the Dedicated Prosecutor Project, Dane County has provided complete investigation from start to finish on crashes involving criminal charges. These crashes are considered high priority investigated using a team approach which results in drivers being held accountable for reckless behavior, ultimately making Dane County roads safer.

AMOUNT: \$120,000

VENDOR/SOURCE: Wisconsin Department of Transportation

ACCOUNT NUMBER:

Overtime (SHRFFLD 10027)	\$1,900
Social Security (SHRFFLD 10108)	\$200
Retirement Fund (SHRFFLD 10099)	\$150
Worker's Compensation (SHRFFLD 10189)	\$100
Sub-Total	\$2,350
Conference & Training (SHRFFLD 20644)	\$12,150
Telephone (SHRFSUP 22736)	\$500
Critical Incident Response POS (DAVICWIT 30840)	\$20,000
Critical Traffic Prosecutor (SHRFFLD 22486)	\$85,000
TOTAL	\$120,000

12265

This Grant Agreement (Agreement), entered into by and between the Bureau of Transportation Safety (BOTS) and 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.

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:

[Signature] 12/01/14 DANE Co Sheriff's office

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

[Signature] 12-16-14

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

Proposed Project Title: DEDICATED PROSECTOR GRANT
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@daneshariff.com

Activity Report

Funded Grants 2015

Organization: DANE CO SO

FG-2015-DANE CO -02633
Version Date: 01/13/2015 12:11:14

Problem Identification/Project Justification

Describe the situation that this Project will address and why the selected activity is the best way to address it.
The Critical Traffic Investigation and Prosecution grant took the problem of looking at crashes from "just a terrible accident" to a preventable crime committed by a person engaged in reckless and possible criminal behavior. The thought that these crimes were not being considered a priority for a number of reasons was not fair to the victims and the families of victims. There must be a consistent and comprehensive response to these serious crashes. Although not all crashes raise to the level of criminal charges, it is important to hold drivers responsible for the crashes that do fit that category.

Without this dedicated prosecution team (which consists of members from the Dane County Sheriffs Office, Madison Police, WSP, Victim Services, The Dane Co. DA's Office and the Dane Co. Medical Examiners Office) Dane County would be lacking a uniform protocol. Without a specific plan of action in place with all the parties listed above, there would be considerable inconsistencies in the investigation and prosecution of criminal crashes in Dane County. This would do a dishonor to the victims, survivors and citizens of the county.

Since the inception of the Dedicated Prosecutor grant, Dane County has been able to provide a complete investigation from start to finish on crashes that involve criminal charges. The crashes are looked upon as a priority and the entire team is utilized. This effort helps make Dane County's roads safer and hold drivers accountable for dangerous and reckless behavior. The Critical Traffic Investigation and Prosecution grant has provided resources for collaboration between law enforcement, prosecution, and victim services to work towards the goal of Zero in Wisconsin.

✓ I agree to the terms and conditions above.

Project Objectives with Evaluation Plan

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

1. The Dane County's DA's office will continue to specifically designate a dedicated traffic prosecutor whose function will be limited to cases involving impaired/reckless/negligent driving, injury or death, or any other highway safety offense. The prosecutor will be the primary resource in all critical traffic cases and whenever possible will consult by phone or on the scene 24/7/365.
2. Follow the Dane County Serious Crash Protocol in response to all fatal and serious injury vehicular crashes in Dane County to ensure effective investigation and prosecution of vehicular crimes. Special attention will be directed to ensure that a DRE is contacted if necessary.
3. Ensure that comprehensive data regarding all fatal and serious injury crashes is captured and maintained through the Traffic Crash Reconstruction unit and it's specialized training and equipment.
4. Ensure that all fatal and serious injury vehicular crimes are more effectively, efficiently and aggressively investigated and prosecuted.
5. Ensure that LE and prosecutors possess the necessary skills and knowledge to effectively investigate and prosecute vehicular crimes. Training on equipment and investigative techniques to increase the quality and thoroughness of each investigation.
6. Ensure immediate trauma services as provided by the Crime Response Program. Support survivors by providing immediate necessary services, information, and referrals. Crime Response serves as a liaison between the members of the collaboration to ensure accurate, timely and sensitive information reaches victims and witnesses.
7. The Project will leverage its focused mission to reach the broader prosecution & LE community and also the public directly, regarding its work and the need to reduce the number of serious crashes in Dane County. The collaboration will continue to update the public through the media about results of this work.

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

Evaluation 1:

The dedicated vehicular crimes prosecutor will serve as the primary point of contact for Dane County law enforcement agencies regarding the investigation of fatal and serious injury crashes. The dedicated prosecutor will be responsible for handling individual cases, developing protocols for use by police and prosecutors, and leading training in this area on a county and regional basis.

Evaluation 2:

The dedicated prosecutor will be responsible for overseeing the continued development of the Protocol and ensuring that all cases are handled according to the Protocol. Consistent communication will be maintained between the prosecutor and law enforcement agencies in Dane County throughout the investigation of serious crashes. The Protocol includes a requirement that whenever practical, Dane County law enforcement will make an effort to test the blood of all surviving drivers in fatal and serious injury crashes. All DRE call-outs/contacts will be recorded consistent with the parameters set in Objective 2.

Evaluation 3:

01/13/2015

Project Objectives with Evaluation Plan

The dedicated prosecutor will work in collaboration with local law enforcement agencies to develop and maintain a data collection mechanism that will allow accurate tracking of all fatal and serious injury crashes in Dane County. The following information must be captured:

- Date of crash
- Resulting charge and disposition

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

Without this grant funding this dedicated prosecutor position and their impact of traffic crash investigations would not exist. This grant provides funding for training law enforcement officers in crash investigation and reconstruction. The Dane County Sheriff and Madison Police specialized crash investigation units will use the training provided by the grant to investigate fatal and serious injury crashes and to follow the Dane County Serious Crash Protocol in response to all fatal and serious injury vehicular crashes in Dane County to ensure effective investigation and prosecution of vehicular crimes.

✓ 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:

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

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

- that it has a written departmental policy on pursuits
- that it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- that it has a written departmental policy on the use of safety belts by employees
- 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	Wisconsin Governor's Conference, Green Bay	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.

1. Prosecutor and victim services to be available 24/7/365;
2. Monthly multi-agency staffing meetings.
3. Protocol presentation: Individual meetings with Chiefs and investigators to integrate protocol into practice. Training with crash investigation professionals to get them accustomed to using the Protocol.
4. Outreach: Law enforcement and prosecutor to speak to high school and/or driving school groups about crashes and safe driving, and to other groups as requested.
5. Newer members of Dane County's Crash Team and MPD's Forensic Services Unit to continue training in the use of the Total Station and to complete educational requirements to become Crash Reconstructionists.
6. Additional law enforcement from other agencies to attend additional training, to increase the quality of investigations.
7. Continue to work with local PIOs to provide media coverage of grant events. A kick-off press conference in conjunction with other enforcement programs will assist with the dedication to highway safety, as will regular press releases that specifically detail the Team's activities, including follow-up regarding the outcome of specific cases.
8. Education of the public through the citizens academy and other public outreach venues. The media goal is to educate the public on the grant and also the educational aspect of highway safety. Media press conferences during dedicated deployment times will be an important part of the educational process. This will include participants from the Sheriff's Office, WSP, MPD, DA's Office, Victim Witness and ME's Office.

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.

1. Dedicated prosecutor will handle all aspects of prosecution of fatal or serious injury crash cases, as well as other impaired and reckless driving-related cases.
2. Prosecutor to be on call at all times and to respond to the scene of fatal and serious injury crashes when possible.
3. Prosecutor to work with TSRP and Dane County law enforcement agencies to provide training and legal updates in traffic, crash, and OWI-related law.
4. Coordinate with Crime Response and victim-witness professionals in the Dane County DA's Office to provide victim services, including pre-charging meetings with victims' families.
5. Prosecutor to work closely with BOTS to keep them informed on the progress of the grant.
6. It is also important that the Dedicated Prosecution team be active in participating in such conferences as the state Vehicular Homicide Conference, Wisconsin Governor's Conf. on Highway Safety, and others.
7. Additional DCSO Deputies and members of MPD's Forensic Services Unit to be trained in the use of the Total Station and to complete educational requirements to become Crash Reconstructionists.
- 8) Additional law enforcement investigators to attend additional training to increase the quality of investigation.
- 9.) Continue to work with local PIOs to provide media coverage of grant events.

Work Plan

Kick-off press conferences that work in conjunction with other dedicated enforcement programs will only assist with the dedication to highway safety. Follow-up press releases to include the outcome of specific cases which involve the team will ensure that the grant remains in the public's eye.

The group will attempt to educate the public through the citizens academy and other public outreach venues. The media goal is to educate the public on not only the grant but the educational aspect of highway safety. This will include participants from the Sheriff's Office, WSP, MPD, DA's office, Victim Witness and the ME's office.

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 Yes No	Federal Grant	Local Match
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			

Equipment and Budget Terms

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

Total

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.)		\$2,500.00	\$1,500.00	\$4,000.00
Hotel/Lodging				\$0
Registration				\$0
Meals				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total		\$2,600.00	\$1,500.00	\$4,000.00

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:

It is important that law enforcement receive up to date training in order to be able to effectively investigate serious crashes. These

Equipment and Budget Terms

training funds will send 3 deputies to Crash Investigation I training in 2015 to prepare them to be crash reconstructionists.

- WI Traffic Safety Officers Conf. 2015 (4)
- WI Gov.'s Conf on Highway Safety (5)
- OWI Legal Update (5)
- Badger TraCS Conference Oct. 2014 (2)
- 2015 Vehicular Homicide Conf. (4)

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

Crash times and places can vary at all hours of the day or night; the trained critical traffic investigators may be called out at any time. This can include crash reconstruction specialists, detectives who are specially trained in the investigation of fatal or serious vehicular crashes and immediate victim/witness/survivor on-scene support. Provides for cell phone for Dedicated Prosecutor to contact after hours.

During those times when these team members are not working, overtime is required per their contract. The majority of this overtime for calling out trained team members will be funded as local match due to reduced grant funding. Trained specialists are necessary for a consistent, complete, quality investigation; if the trained members of the team are not called out immediately, the quality of the investigation suffers.

The Crime Response Program is budgeted in the Contractual Services line to provide service hours of on-scene crisis support for victims, witnesses, family members and survivors. Follow-up support, education and intervention techniques offering relief from acute trauma will be provided at no cost to the affected individuals. Contact will be maintained with these individuals throughout the investigation and prosecution of the cases.

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

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$85,000.00	\$5,000.00	\$90,000.00
Travel/Mileage	\$2,500.00	\$1,500.00	\$4,000.00
Training	\$9,650.00	\$10,000.00	\$19,650.00
Contractual Services	\$20,000.00	\$6,000.00	\$26,000.00
Equipment	\$0	\$0	\$0
Materials & Supplies	\$500.00	\$1,000.00	\$1,500.00
Other	\$2,350.00	\$6,500.00	\$8,850.00
Total	\$120,000.00	\$30,000.00	\$150,000.00

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

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.

General Contract Terms General

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

General Contract Terms General

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

General Contract Terms General

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.

General Contract Terms General

- 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:

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

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

Administrative Information

Federal Identifier	2015-31-03-M5
CFDA Number	20.616
DUNS Number	07-614-8766
Amount	\$120,000
Funding Year	2015
Project ID Number	0955-31-14
Revenue Project ID Number	000
Appropriation	185
Program	1051
Object Codes	5100
Agency Federal Employer ID (FEIN):	39-6005684
Vendor Number	396005684-11
County-Muni Code	13-251
Payee	Dane Co Sheriff's dept.
SPM Assigned	Larry Corsi
Agency Head	David mahoney
Start Date	10/1/2014