

Organization: MILWAUKEE CO SO

FG-2014-MILWAUKE-01974

**Proposed Project Title:** ALCOHOL ENFORCEMENT**Type of Municipality:** County**Applicant Agency/County:** Milwaukee County**Enforcement Area:** Milwaukee County**Agency Federal Employer ID (FEIN):** 39-600572**DUNS Number:** 08-792-8113**Agency Head or Authorizing Official****First Name:** David**Last Name:** Clarke**Title:** Sheriff**Address:** 821 W. State St**City:** Milwaukee**State:** Wisconsin**Zip Code:** 53233**Project Coordinator****First Name:** Charles**Last Name:** Stowers**Title:** Sergeant**Address:** 821 W. State St**City:** Milwaukee**State:** Wisconsin**Zip Code:** 53233**Phone:** 4144544090**Fax:** 4144544083**E-mail Address:** charles.stowers@milwcnty.com

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Alcohol-impaired Driving: In Wisconsin during 2012 alcohol was listed as a contributing factor in 4.6% of all crashes. 37.1% of all vehicle crash fatalities in 2012 were alcohol-related, resulting in 221 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding, and failure to wear safety belts.

Enforcement Area (Targeting): WisDOT analysis has identified roadway segments patrolled by this agency as 'at-risk'. All alcohol and speed-related crash data from the three previous years for every jurisdiction in Wisconsin were analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. These data were scientifically weighted, following established statistical protocol. Using the weighted data, the Bureau identified those places in Wisconsin with the largest crash frequency due to excess alcohol use or speed. After factoring in each identified, at-risk location's population density, a snapshot of the state's most likely places for similar crashes per capita was established. *Source: BOTS Analysis*

For Alcohol Enforcement Grantees, Enforcement reimbursed with NHTSA Grant Funds must take place between the hours of 6:00P and 4:30A (Data is preliminary).

#### Additional Justification

This grant is for the full Fiscal Year 2014. The grant is for \$100,000.00.

I agree to the terms and conditions above.

1. To adopt a zero tolerance policy for impaired driving during all motor vehicle stops.  
Evaluation: Activity Report - Citations

2. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.  
Evaluation: Activity Report - Citations

3. 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

4. During past grant-funded deployments, Grantees typically maintain an agency ratio of three citations to one written warning.  
Evaluation: Activity Report - Citations/Warnings

5. 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

To effectively provide enhanced enforcement for Impaired Motor Vehicle Operators in Milwaukee County. The targeted area will mainly be the Milwaukee County Freeway System.

I agree to the terms and conditions above.

All policies listed below should be made available to the Bureau of Transportation Safety upon request.

**1. Biased-Based Policing Policy:**

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.

**2. IACP Pursuit Policy:**

Grantee agency certifies that it has a written departmental policy on pursuits that is in compliance with the IACP's policy, or that it will initiate development of one during the grant period.

**3. Fatal Crash Driver BAC Testing Policy:**

Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in alcohol-related, fatal vehicle crashes, or that it will initiate one during the grant period. Currently all killed drivers in fatal crashes are required to be tested under s.346.71 (2). Surviving drivers involved in fatal crashes can be tested if there exists probable cause to suspect drug / alcohol impairment [s.343.305 (3) (a) and (am)], the driver is operating a CMV (FMCSR 382.303), or if conditions exist that are pursuant to Act 413 [343.305 (3) (ar)]. Agencies will encourage all surviving drivers to willingly submit to a BAC test regardless of circumstance.

**4. Fleet Safety Belt Use Policy:**

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.

**5. Title VI Compliance:**

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".

**6. Additional Requirements**

I agree to the terms and conditions above.

**Federal Grant Period:**

Grant activities are funded for one federal fiscal year. Funded fiscal year 2014 activities may begin no earlier than October 1, 2013 and end no later than September 30, 2014.

**1. 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:

**A. 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.**

- December 7th – 16th, 2012 (Booze and Belts)
- March 4th – 20th, 2013 (St Patrick's Day)
- May 20th – June 2nd, 2013 (CIOT National Mobilization – minimum of 4 deployments)
- July 1st – 17th, 2013 (Summer Heat)
- Aug 18th – Sept 2nd, 2013 (Alcohol Crackdown – minimum of 4 deployments)

**NOTE:**

**During CIOT. Grantees will schedule a minimum of 50% of the hours of enforcement at night during each of the four (4) mandatory deployments, with a minimum of 4-hour shifts.**

**NHTSA Grant Funds dictate that during Alcohol Enforcement, Grantees must perform enforcement during the hours of 6:00pm and 4:30am.**

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

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

**WORK PLAN/CALENDAR**

| Month    | Enforcement Type  | (A)<br>Deployments | (B)<br>Hours per Deployment | (C)<br>Officers per Deployment | (D)<br>Total Officer Hours<br>(AxB)xC = D |
|----------|-------------------|--------------------|-----------------------------|--------------------------------|---|
| October  | Saturation/HVE    | 4                  | 4                           | 3                              | 48  |
| November | Saturation/HVE    | 8                  | 4                           | 3                              | 96  |
| December | Booze & Belts HVE | 8                  | 4                           | 3                              | 96  |

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|              |                       |            |           |            |             |
|--------------|-----------------------|------------|-----------|------------|-------------|
|              | OTHER                 | 1          | 4         | 20         | 80          |
| January      | Saturation/HVE        | 8          | 4         | 3          | 96          |
| February     | Saturation/HVE        | 8          | 4         | 3          | 96          |
| March        | St. Patrick's HVE     | 1          | 4         | 30         | 120         |
|              | OTHER                 | 8          | 4         | 3          | 96          |
| April        | Saturation/HVE        | 8          | 4         | 3          | 96          |
| May          | CIOT HVE              | 8          | 4         | 3          | 96          |
|              | OTHER                 | 1          | 4         | 20         | 80          |
| June         | CIOT HVE              | 10         | 4         | 3          | 120         |
|              | OTHER                 |            |           |            | 0           |
| July         | Summer Heat HVE       | 10         | 4         | 3          | 120         |
|              | OTHER                 | 1          | 4         | 30         | 120         |
| August       | Alcohol Crackdown HVE | 8          | 4         | 3          | 96          |
|              | OTHER                 |            |           |            | 0           |
| September    | Alcohol Crackdown HVE | 8          | 4         | 3          | 96          |
|              | OTHER                 | 1          | 4         | 20         | 80          |
| <b>TOTAL</b> |                       | <b>101</b> | <b>68</b> | <b>155</b> | <b>1632</b> |

**WORK PLAN ITEMS – Required:**

**1. 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.

**2. Total Hours:** Grantee agrees to implement 101 deployments for a total of 1632 enforcement hours.

**3. Grant Reimbursable Hours & Rate:** Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$53.01

**4. State / National Mobilization Activity/Crackdown Reports:** Grantee will complete the Activity Reports and submit them to the Grantor no later than the 15th of the month following the mobilization:

- “Booze & Belts Mobilization Activity Report due by Jan 15.
- “St Patrick's Day Mobilization Activity Report due by Mar 15.
- “Click It or Ticker” Safety Belt Mobilization Activity Report due by June 15.
- “Summer Heat” Mobilization Activity Report due by July 15.
- Alcohol Crackdown Activity Report due by Sept 15.

**5. Additional Items:**

I agree to the terms and conditions above.

**1. 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.

**2. 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'.

**3. 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 1st of the fiscal year during which the project is commenced.

**Budget**

| Item                 | Federal Grant      | Local Match        | Totals              |
|----------------------|--------------------|--------------------|---------------------|
| Wage/Fringe          | \$86,512.32        | \$22,831.83        | \$109,344.15        |
| Travel/Mileage       | Ineligible         |                    | \$0                 |
| Training             | Ineligible         |                    | \$0                 |
| Contractual Services | Ineligible         |                    | \$0                 |
| Equipment            | \$4,815.00         | \$0                | \$4,815.00          |
| Materials & Supplies | Ineligible         |                    | \$0                 |
| Other                | Ineligible         |                    | \$0                 |
| <b>Total</b>         | <b>\$91,327.32</b> | <b>\$22,831.83</b> | <b>\$114,159.15</b> |

**1. 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.

**2. 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.

**3. 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.

**Equipment Purchase**

| Item           | Federal Grant     | Local Match | Totals            |
|----------------|-------------------|-------------|-------------------|
| 5000 PBT Tubes | \$1,000.00        |             | \$1,000.00        |
| 7 PBT's Units  | \$3,815.00        |             | \$3,815.00        |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
|                |                   |             | \$0               |
| <b>Total</b>   | <b>\$4,815.00</b> | <b>\$0</b>  | <b>\$4,815.00</b> |

**4. Equipment Requirements:**

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

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:**

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**

**5. 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.

**1. 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.

**2. 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.

**3. 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.us](mailto:DOTsafetygrants@dot.wi.us)

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

**Mailing Address:**

Wisconsin State Patrol, BOTS

P.O. Box 7936

MADISON, WI 53707-7936

FAX: (608) 267-0441

**Additional Deliverables:**

I agree to the terms and conditions above.

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and MILWAUKEE COUNTY SHERIFFS 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 grantee's 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 agrees that it shall not discriminate against any employee or applicant for employment relating to this Grant because of the employee or applicant's: race, color, national origin, ancestry, religion, sex, age, disability, status as a veteran, or any other characteristic protected by federal, state, or local law.

#### 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 Activities

Grantee certifies that Grant funding shall not be used to further any type of political or voter activity. Grantee further agrees to comply with the applicable provisions of the Hatch Act, 5 USC 1501-1508 and 7324-7326, which limit political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### 15. Lobbying Activities

Grantee assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Grantee, 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 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 grant, loan, or cooperative agreement.

Grantee assures that no Grant funds 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. This prohibition includes both direct and indirect lobbying activities. This prohibition does preclude routine direct communication with state or local legislative officials, as necessary for performance of job duties, even if such communication relates to specific pending legislative proposals.

#### 16. Buy America Act

Grantee agrees to comply with the provisions of the Buy America Act, 23 USC 101, which includes 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 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 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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

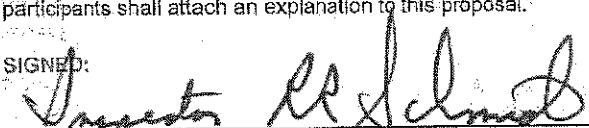
**INSTRUCTIONS FOR CERTIFICATION:**

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:

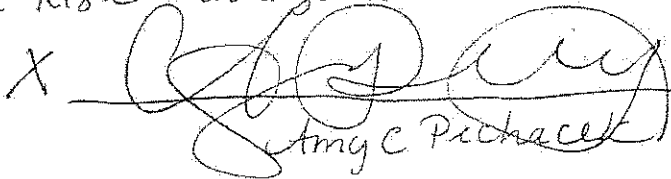
 02/28/14  
 \_\_\_\_\_  
 (Agency Head or Authorizing Official), (Date), (Agency Name)


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

Administrative Information

|                                    |                            |
|------------------------------------|----------------------------|
| Federal Identifier                 | 2014-31-05-K8              |
| CFDA Number                        | 20.601                     |
| DUNS Number                        | 08-792-8113                |
| Amount                             | \$91,400                   |
| Funding Year                       | 2014                       |
| Project ID Number                  | 0954-31-75                 |
| Revenue Project ID Number          | 000                        |
| Appropriation                      | 185                        |
| Program                            | 1051                       |
| Object Codes                       | 5100                       |
| Agency Federal Employer ID (FEIN): | 39-600572                  |
| Vendor Number                      | 396005720-CT               |
| County-Muni Code                   | 41-000                     |
| Payee                              | Treasurer Milwaukee County |
| SPM Assigned                       | Jill Benkert               |
| Agency Head                        | Sheriff David Clarke       |
| Start Date                         | 10/23/2013                 |

Reviewed by Risk Management:

X  \_\_\_\_\_  
 Amy C. Pichacek 2/19/14

APPROVED  
 FOR  
 EXECUTION  
  
 CORPORATION COUNSEL  
 Feb 21 2014