



1A. GRANTEE: Lake County Sheriff's Office	2A. Project Title: FFY 2015 STEP Grant	
1B. Address: 25 S. Martin Luther King Jr. Avenue Waukegan, IL 60085	2B. Project Number: AP-15-0126	2C. PSP Task Number: 15-19-06 & 15-13-07
	2D. CFDA Number: 20.616	2E. Project Amount: \$135,259.92
1C. County: Lake	3. Grant Period: 10/1/2014 through 9/30/2015	
1D. FEIN: 36-6006600	4. DUNS: n/a	
1E. Vendor #: D02092		
1F. Fund Type: 405		
1G. <input checked="" type="checkbox"/> Federal		

**Required Signatures**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth and any Appendices thereto.

<p>7A. GRANTEE Project Director:</p> <p>Name: <del>Brian Keller</del> John Byrne <sup>changed 7-1-14</sup></p> <p>Title: Chief</p> <p>Address: 25 S. Martin Luther King Jr. Avenue Waukegan, IL 60085</p> <p>Phone: 847-549-5200</p> <p>E-mail: bkeller@lakecountyil.gov jbyrne</p> <p>Signature: <i>[Signature]</i> Date: 8/19/14</p>	<p>7B. GRANTEE Authorizing Representative:</p> <p>Name: Mark C. Curran</p> <p>Title: Sheriff</p> <p>Address: 25 S. Martin Luther King Jr. Avenue Waukegan, IL 60085</p> <p>Phone: 847-549-5200</p> <p>E-mail: mcurran@lakecountyil.gov</p> <p>Signature: <i>[Signature]</i> Date: _____</p>
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Michael A. Forti, Chief Counsel  
(Approved as to form)

Date

By: \_\_\_\_\_

Tonya Loker, Director  
Division of Transportation Safety

Date

Tony Small, Director  
Finance & Administration

Date

By: \_\_\_\_\_

Ann L. Schneider, Secretary  
Department of Transportation

Date

By: \_\_\_\_\_

Print Name

Print Title

6. Personal Services Budget	Occupant Protection Enforcement	Impaired Driving Enforcement
Halloween Campaign (Optional)	\$3,175.68	\$2,646.40
Thanksgiving Campaign (Mandatory)	\$3,572.64	\$6,616.00
Christmas/New Year's Campaign (Mandatory)	\$3,175.68	\$7,939.20
Super Bowl Campaign (Optional)	\$793.92	\$2,646.40
St. Patrick's Day Campaign (Mandatory)	\$4,763.52	\$4,234.24
Memorial Day Campaign (Mandatory)	\$4,763.52	\$8,270.00
Independence Day Campaign (Mandatory)	\$7,939.20	\$11,908.80
Labor Day Campaign (Mandatory)	\$4,763.52	\$7,939.20
Additional Enforcement (Optional)	N/A	\$13,232.00
eLAP Enforcement (Optional)	N/A	\$33,080.00
<b>Subtotal Personal Services</b>	<b>\$32,947.68</b>	<b>\$98,512.24</b>
Equipment (eLAP only)	\$3,800.00	
(Must be directly related to the operation of Roadside Safety Checks)		
<b>Total All Funds</b>	<b>\$135,259.92</b>	

### Campaign Breakdown

<b>Halloween Campaign (October 31 - November 2, 2014)</b>						
Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	2	24	\$66.16	\$1,587.84
Nighttime SBEZ	4	3	2	24	\$66.16	\$1,587.84
Nighttime Saturation Patrols						\$0.00
TOTAL						\$3,175.68
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	2	40	\$66.16	\$2,646.40
TOTAL						\$2,646.40

<b>Thanksgiving Campaign (November 17 - 30, 2014)</b>						
Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	3	3	27	\$66.16	\$1,786.32
Nighttime SBEZ	3	3	3	27	\$66.16	\$1,786.32
Nighttime Saturation Patrols						\$0.00
TOTAL						\$3,572.64
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	5	100	\$66.16	\$6,616.00
TOTAL						\$6,616.00

**Christmas/New Year's Campaign (December 19, 2014 - January 4, 2015)**

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	2	4	24	\$66.16	\$1,587.84
Nighttime SBEZ	3	2	4	24	\$66.16	\$1,587.84
Nighttime Saturation Patrols						\$0.00
TOTAL						\$3,175.68
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	6	120	\$66.16	\$7,939.20
TOTAL						\$7,939.20

**Super Bowl Campaign (January 30 - February 1, 2015)**

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	2	1	6	\$66.16	\$396.96
Nighttime SBEZ	3	2	1	6	\$66.16	\$396.96
Nighttime Saturation Patrols						\$0.00
TOTAL						\$793.92
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	2	40	\$66.16	\$2,646.40
TOTAL						\$2,646.40

**St. Patrick's Day Campaign (March 13 - 22, 2015)**

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime Saturation Patrols						\$0.00
TOTAL						\$4,763.52
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	4	4	4	64	\$66.16	\$4,234.24
TOTAL						\$4,234.24

### Memorial Day Campaign (May 11 - 25, 2015)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime Saturation Patrols						\$0.00
TOTAL						\$4,763.52
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC	5	5	1	25	\$66.16	\$1,654.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	5	100	\$66.16	\$6,616.00
TOTAL						\$8,270.00

### Independence Day Campaign (June 22 - July 5, 2015)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	5	60	\$66.16	\$3,969.60
Nighttime SBEZ	4	3	5	60	\$66.16	\$3,969.60
Nighttime Saturation Patrols						\$0.00
TOTAL						\$7,939.20
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	6	5	6	180	\$66.16	\$11,908.80
TOTAL						\$11,908.80

### Labor Day Campaign (August 24 - September 7, 2015)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime SBEZ	3	3	4	36	\$66.16	\$2,381.76
Nighttime Saturation Patrols						\$0.00
TOTAL						\$4,763.52
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	5	4	6	120	\$66.16	\$7,939.20
TOTAL						\$7,939.20

\*Additional Enforcement is limited to nighttime saturation patrols on the weekends that are identified in the calendar below.

<b>Additional Enforcement</b>						
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Saturation Patrols	5	4	10	200	\$66.16	\$13,232.00
TOTAL						\$13,232.00

\*The eLAP enforcement is limited to Friday 9:00 pm through Monday 6:00 am during the weekends that are identified in the calendar below.

<b>eLAP Enforcement</b>						
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Roadside Safety Checks	10	5	10	500	\$66.16	\$33,080.00
TOTAL						\$33,080.00

**Additional / eLAP Enforcement Calendar**

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# Equipment

\*Equipment purchases must be directly related to the operation of Roadside Safety Checks.

Item	Estimated Cost
ALCO-SENSOR SFT-Portable Breath Tester x5	\$2,000.00
Traffic Safety Signs, DUI Check Point Ahead, Seatbelt Safety Zone Ahead x6	\$1,800.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$3,800.00

**FY 2015 STEP Enforcement Campaign Dates**

<i>Campaign</i>	<i>Paid Advertising Campaign</i>	<i>Potential Kickoff Press Release Dates</i>	<i>Enforcement</i>	<i>Post Enforcement Media Release</i>	<i>Grant Data Collection Form Due</i>	<i>Equipment Incentive Program Form Due</i>
<b>2014</b>						
Halloween	<b>No</b>	October 27-30, 2014	<b>October 31-November 2, 2014</b>	November 1-3, 2014	November 17, 2014	No Incentive Program
Thanksgiving	<b>Yes</b>	November 13-24 2014	<b>November 17-30, 2014</b>	December 1-8, 2014	December 15, 2014	December 8, 2014
Christmas & New Year's	<b>Yes</b>	December 15-24, 2014	<b>December 19, 2014-January 4, 2015</b>	January 5-12, 2015	January 20, 2015	January 12, 2015
<b>2015</b>						
Super Bowl	<b>No</b>	January 26-30, 2015	<b>January 30-February 1, 2015</b>	February 2-4, 2015	February 16, 2015	No Incentive Program
St. Patrick's Day	<b>No</b>	March 10-13, 2015	<b>March 13-22, 2015</b>	March 18-24, 2015	April 6, 2015	No Incentive Program
Memorial Day	<b>Yes</b>	May 11-20, 2015	<b>May 11-25, 2015</b>	May 26-May 29, 2015	June 9, 2015	June 1, 2015
Independence Day	<b>Yes</b>	June 22-26, 2015	<b>June 22-July 5, 2015</b>	July 6-10, 2015	July 20, 2015	July 13, 2015
Labor Day Holiday	<b>Yes</b>	August 24-September 2, 2015	<b>August 24 – September 7, 2015</b>	September 8-11, 2015	September 14, 2015	September 14, 2015

## 7. Highway Safety Project Agreement, Conditions and Certifications:

The following certifications, assurances, general conditions of approval and procedural guidelines constitute a part of the Highway Safety Project Agreement. Signatories of the Highway Safety Project Agreement Conditions and Certifications agree that these conditions and procedures will be adhered to unless amended in writing. Any State or Federal statute, administrative rule, regulation or other publication referred to in this agreement may not contain the complete language. The official published text, which is incorporated herein by reference, shall be the controlling authority for this agreement.

### State of Illinois Certifications, Assurances and Conditions of Approval

- A. **Laws of Illinois.** The Highway Safety Project Agreement ("AGREEMENT") between the Applicant Agency ("GRANTEE") and the Illinois Department of Transportation ("DEPARTMENT") shall be governed in all respects by the laws of the State of Illinois.
- B. **Agreement Alterations or Modifications.** All alterations or modifications to the AGREEMENT provisions, conditions or certifications must be requested in writing and must be approved by the DEPARTMENT in writing, before work is started, to become effective and part of the AGREEMENT. No oral understanding or agreement shall be binding upon either party.
- C. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.
  1. **Subcontracting.** Subcontracting, assignment or transfer of all or part of the interests of the GRANTEE concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
  2. **Procurement of Goods or Services – Federal Funds.** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the GRANTEE shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GRANTEE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GRANTEE, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Condition H.10 below. The GRANTEE may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
  3. **Procurement of Goods or Services – State Funds.** For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GRANTEE shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GRANTEE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GRANTEE, the procedures of the DEPARTMENT will be used. The GRANTEE may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
  4. **Employment of DEPARTMENT Personnel.** GRANTEE will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

5. The GRANTEE shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection and basis for the cost or price.
  6. No DEPARTMENT employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
- D. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 49, Code of Federal Regulations, Part 18.22, and OMB Circular A-87, State, local or Indian tribal government or OMB A-122, Private nonprofit organization other than (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular or OMB Circular A-21, Educational institutions as appropriate; and all costs included in this Agreement are allowable under Title 49, Code of Federal Regulations, Part 18.22 and OMB Circular A-87, State, local or Indian tribal government or OMB A-122, Private nonprofit organization other than (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular or OMB Circular A-21, Educational institutions as appropriate.
- E. **Requirements for Consultant Contracts and Subcontracts.** After a consultant and/or subcontractor is selected in accordance with all requirements of this AGREEMENT including the Sections titled Procurement Procedures and Cost Principles, as detailed herein, the consultant contract or subcontract shall be submitted to the DEPARTMENT for approval prior to execution. The GRANTEE and consultant and/or subcontractor are subject to all conditions and certifications of this AGREEMENT and 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or 49 CFR Part 19 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, whichever is applicable.
- F. **Travel Out of State.** All out of state travel requires specific approval from the DEPARTMENT on a case by case basis. To allow adequate time for approval, out of state travel must be submitted for approval at least 30 days prior to the planned trip.
- G. **Method of Payment.** Funds shall not be advanced to the GRANTEE but rather reimbursed for actual expenditures upon submission of proper supportive documentation. Copies of the original source records which evidence all expenditures shall be submitted with claims for reimbursement of costs. Only those costs incurred within the approved project period and budget are eligible for reimbursement.
1. Because the DEPARTMENT is responsible for obtaining federal reimbursement for project expenditures, it is necessary that the DEPARTMENT monitor all procedures and documents which will be used to claim and support project related expenditures. Original documentation to verify the amounts, uses and recipients of all disbursements of funds shall be retained in accordance with 49 CFR Part 18, Subpart A, Section 18.42 and shall be available for audit at any time during the project and retention period.
  2. Proper supportive documentation required for costs incurred is described in the guidelines entitled, "Procedures for Submittal of Claims for Reimbursement", incorporated herein by reference and which shall be furnished by the DEPARTMENT to the GRANTEE. A copy of this document is also available on the Department's website.
  3. Claims for reimbursement shall be in accordance with the rates established in the Project Budget established in this AGREEMENT and shall be submitted on a monthly or quarterly basis. All claims shall be signed by both the Project Director and the GRANTEE'S Authorizing Representative. The final claim for reimbursement must be received by the DEPARTMENT by November 1st or within 30 days following the expiration of the grant, whichever is earlier, to receive payment. Failure by GRANTEE to present such invoices prior to said date may require GRANTEE to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement.
  4. Claims for reimbursement by the GRANTEE to the DEPARTMENT pursuant to this AGREEMENT shall be sent to your assigned Department contact.

**H. Allocation of Grant Funds.**

1. The GRANTEE may spend only those funds which are eligible for reimbursement by the DEPARTMENT. This grant authorizes the GRANTEE to request reimbursement for no more than the limits established by the Proposed Project Budget.
2. Prior approval from the DEPARTMENT is required for all fund transfers between cost categories of the Proposed Project Budget. The GRANTEE must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and the rationale for the transfer.
3. This Grant is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this contract/grant, in whole or in part, without penalty or further payment being required if (1) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (2) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Grantee will be notified in writing of the failure or appropriation or of a reduction or decrease.

**I. Termination or Cancellation of the Highway Safety Project Agreement.** No termination or cancellation of the AGREEMENT shall be effective unless the following conditions are met.

1. The obligation of the State of Illinois and the DEPARTMENT shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for the agreement.
2. This AGREEMENT may be terminated or cancelled by either party upon thirty (30) days written notice.
3. Failure to carry out the conditions set forth herein shall constitute a breach of the AGREEMENT and may result in termination of the AGREEMENT or such remedy as appropriate. Upon termination, the GRANTEE will be paid for work satisfactorily completed prior to the date of termination.

**J. Project Monitoring.**

1. GRANTEE shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Grant.
2. The GRANTEE agrees to submit a report monthly or as otherwise stipulated in the AGREEMENT of all safety activities related to the grant and/or contract using the template provided by the DEPARTMENT. Additionally the GRANTEE must inform the DEPARTMENT as soon as possible of any issues/events that may have significant impact on grant activity or accomplishment. Dependent on the Department's needs to accurately and timely report project milestones, a supplemental approval of less frequent reporting may be considered by the Department.
3. The GRANTEE agrees to attend progress meetings upon request of the DEPARTMENT to provide information and discuss the accomplishments and expectations of the Highway Safety Project.
4. The DEPARTMENT may conduct periodic on-site reviews of all ongoing highway safety projects to monitor adherence to the AGREEMENT and to review progress, procedures and claims for reimbursement. The Department's representative shall have access to GRANTEE'S work and applicable records whenever it is in preparation or progress, and GRANTEE shall provide for such access and inspection.
5. The final report shall be submitted to the DEPARTMENT within 30 days after the expiration date of the project or as stipulated in this AGREEMENT.
6. GRANTEE will obtain prior approval from the DEPARTMENT with respect to all enforcement locations.

**K. Prior Approval of Media and Ownership of Data and Creative Material.**

1. All articles, publications, news releases, exhibits, video, audio materials, reports and all other work products produced by the GRANTEE under this grant and/or contract shall be submitted to the DEPARTMENT for approval prior to development and shall become and remain the property of the DEPARTMENT.
2. All articles, publications, news releases, exhibits, video or audio materials prepared by the GRANTEE shall use the DEPARTMENT'S logo and shall identify the DEPARTMENT as the funding source by including the statement: "This project is funded by the Illinois Department of Transportation, Division of Transportation Safety".
3. The DEPARTMENT reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State or Federal government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a GRANTEE, subgrantee, or a contractor purchases ownership with grant support.
4. TDD. All printed, visual and auditory materials, which contain a phone number, must also contain a TDD number. The Ameritech relay number (800) 526-0844 (TDD only) may be used to fulfill this requirement.
5. Closed Captioning. All public service announcements funded, in whole or in part, through this Federal highway safety program must be closed-captioned for the hearing impaired.
6. GRANTEE will invite members of the DEPARTMENT to attend media events.
7. GRANTEE will coordinate with the DEPARTMENT to arrange photographic opportunities for major events.

**L. Equal Employment Opportunities – Affirmative Action Sexual Harassment – Illinois Human Rights Act.** GRANTEE complies with the Illinois Department of Human Rights Act and rules applicable to public GRANTS, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

**M. Safety Belt Use Requirements.**

1. In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1) the GRANTEE shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business.
2. A copy of the safety belt policy shall be provided to the Department and also retained locally in the project file and available for review.

**N. Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

**O. Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the period of time set out in block 3, page 1, of this agreement. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditures or obligation by the GRANTEE must be returned to the State within 45 days. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act". (30 ILCS 705).

The Grantee shall maintain, for a minimum of three years after the completion of the period of time set forth in the Agreement, all books, records and supporting documents related to the program, project or use for which grant funds were provided which shall be made available for review and audit by the Department, the Auditor General, or the Attorney General. The Grantee agrees to cooperate fully with any audit conducted by the Department, the Auditor General or the Attorney General and to provide full access to all relevant material. Failure to maintain books, records and supporting documents required by this Section shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State under the grant for which the books, records and supporting documents are not available.

For any grant in excess of \$25,000.00, GRANTEE shall file quarterly reports, specifying at a minimum, the progress of the program, project, or use and the expenditure of the grant funds related thereto. Each report shall be due and must be received by the DEPARTMENT no later than 30 days after the end of the quarter for which the report is made and shall be filed via the DEPARTMENT's internet site at [dot.tsreports@illinois.gov](mailto:dot.tsreports@illinois.gov). Failure to file or late filing of said reports may result in the delay, suspension or withholding of grant funds.

The DEPARTMENT, at its sole option, may terminate or suspend this contract/grant, in whole or in part, without penalty or further payment being required if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, suspends the authority to make this grant and does not lift the suspension, or if funds needed are insufficient for any reason, (2) the Governor decreases the DEPARTMENT'S funding by reserving some or all of the DEPARTMENT'S appropriation(s) pursuant to power delegated to the Governor by the General Assembly; (3) authority for this grant is suspended by the General Assembly; or (4) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Grantee will be notified in writing of the failure of appropriation or of a reduction or decrease.

Any grant funds and any grant program administered by a grantor agency subject to this Act are indefinitely suspended on July 1, 2015, and on July 1<sup>st</sup> of every 5<sup>th</sup> year thereafter, unless the General Assembly, by law, authorizes that grantor agency to make grants or lifts the suspension of the authorization of that grantor agency to make grants. In the case of a suspension of the authorization of a grantor agency to make grants, the authority of that grantor agency to make grants is suspended until the suspension is explicitly lifted by law by the General Assembly, even if an appropriation has been made for the explicit purpose of such grants. This suspension of grant making authority supersedes any other law or rule to the contrary.

GRANTEE, by signature of its authorized representative on page one of this Grant Agreement, certifies under oath that all information in this Grant Agreement is true and correct to the best of the GRANTEE's knowledge, information and belief; that the funds shall be used only for the purposes described in this Grant Agreement; and that the award of grant funds is conditioned upon such certification.

- P. **Educational Loan Default Act.** The GRANTEE certifies that he/she is not in default on an education loan as provided in the Educational Loan Default Act. (5 ILCS 385/0.01 *et seq.*)
- Q. **Property and Equipment.**
1. The GRANTEE shall maintain and inventory all property and equipment purchased under this AGREEMENT. The requirements relative to equipment inventory, use and disposition are detailed in the publication "Property Management Standards" furnished upon request by the DEPARTMENT.
  2. The property and equipment purchased under this grant must be utilized by the GRANTEE for the sole purpose of furthering the safety project as defined in the project description for its entire useful life.
  3. The DEPARTMENT and National Highway Traffic Safety Administration (NHTSA) retain title interest in all property and equipment purchased under this grant. In the event that the GRANTEE fails or refuses to comply with the provisions or terminates this AGREEMENT, the DEPARTMENT, at its discretion, may take either of the following actions: (a) Require the GRANTEE to purchase the property or equipment at fair market value or other mutually agreed upon amount; or (b) require the GRANTEE to transfer the property or equipment and title, if any, to the DEPARTMENT, or to another party, as directed by the DEPARTMENT.
  4. Nonexpendable property, defined as property having an acquisition cost of \$5,000.00 or more with a life expectancy of more than one year is subject to periodic inspection by the DEPARTMENT. Non-expendable

property purchased under this AGREEMENT shall not be sold, traded, or disposed of in any manner without the express written permission of the DEPARTMENT.

- R. **Official Misconduct and Interference with Public Contracting.** The GRANTEE certifies that he/she has not been convicted of Official Misconduct under Section 720 ILCS 5/33-1 for bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the GRANTEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the GRANTEE been so convicted nor made an admission of bribery. Further, the GRANTEE certifies that he/she is not barred from contracting as a penalty for Interference with Public Contracting under Section 720 ILCS 5/33-e-1, *et seq.*
- S. **Equal Pay Act of 2003.** No employer may discriminate between employees on the basis of sex by paying wages to an employee at a rate less than the rate at which the employer pays wages to another employee of the opposite sex for the same or substantially similar work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions subject to exceptions under Section 820 ILCS 112 as implemented by 56 Ill. Admin. Code Part 320.
- T. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge the DEPARTMENT may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60.)
- U. **Traffic Stop Statistical Study.** If the GRANTEE is a law enforcement agency required to participate in the Traffic Stop Statistical Study, the GRANTEE certifies their compliance with all requirements in accordance with 625 ILCS 5/11-212 and the procedures adopted by the DEPARTMENT.
- V. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by GRANTEE pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GRANTEE from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- W. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT and GRANTEE. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GRANTEE.
- X. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by the Illinois Department of Transportation, Bureau of Budget and Fiscal Management's Audits Section. The DEPARTMENT reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
- Y. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the grant, adequate books, records and supporting documents related to the grant which shall be made available for review and audit by the Department, Auditor General or Attorney General; and the GRANTEE agrees to cooperate fully with any audit conducted by the Department, Auditor General or Attorney General and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the grant for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- Z. **Work Product.** The DEPARTMENT's or a designated representative shall have access to the GRANTEE'S work and applicable records whenever it is in preparation or progress, and the GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. A final report shall be submitted before or at the time of the final invoice.

AA. **International Boycott.** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

BB. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

## 8. Federal Certifications, Assurances and Conditions of Approval

The GRANTEE assures that in carrying out any project supported by federal funds it will comply with all applicable federal statutes, regulations, executive orders, National Highway Traffic Safety Administration (NHTSA) guidelines, Federal Transit Administration (FTA) Circulars, Office of Management and Budget (OMB) Circulars and other federal requirements as referenced in the NHTSA Highway Safety Grant Management Manual available at:

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/00\\_Manl\\_Contents1\\_01.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/00_Manl_Contents1_01.html)

This Grant is funded by federal funds. The Catalog of Federal Domestic Assistance number for the funds supporting this grant is listed on the signature page of this agreement. Further information can be found at:

<http://12.46.245.173/cfda/cfda.html>

GRANTEE is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores or disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of a federal grant equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The GRANTEE recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GRANTEE agrees that the most recent federal requirements will apply to the project.

- A. **BUY AMERICA Provisions.** The GRANTEE will comply with the provisions of the Buy America Provisions (23 USC 313) 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.
- B. **Disadvantaged Business Enterprises Program Participation Assurance.** In accordance with 49 CFR 26.13, as amended, the GRANTEE assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project. The GRANTEE further assures it shall take all necessary and reasonable steps as set forth in 49 CFR Part 26 as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements. Implementation of the Disadvantaged Business Enterprise (DBE) program is a legal obligation of the DEPARTMENT, and failure by the GRANTEE to carry out the applicable requirements of 49 CFR Part 26 as amended and any requirements of the DEPARTMENT'S DBE program shall be treated as a material breach of this AGREEMENT which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.
- C. **Document Retention and Access.** The GRANTEE certifies that it will comply with the retention and access requirements for records established by 49 CFR Part 18, Subpart A, Section 18.42. The required records and documentation relating to the grant and/or contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 18.42. The DEPARTMENT or their authorized

representative shall have the right of access to any books, documents, papers, or other records of grantees, subgrantees, contractors and subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

- D. **Control of Property.** GRANTEE certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Grants and Administrative Requirements for State and Local Governments or OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, whichever is applicable.
- E. **Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements.**
1. The GRANTEE shall not use any funds appropriate under this AGREEMENT 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.
  2. As required by the United States Department of Transportation (USDOT) regulations, "New Restrictions on Lobbying", at 49 CFR 20.110, the GRANTEE'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000.00:
    - a. No federal appropriated funds have been or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a member 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 or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
    - b. 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 GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.
    - c. The GRANTEE shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grant, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The GRANTEE understands that 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- F. **Certification Regarding Debarment and Suspension.** GRANTEE shall comply with Debarment provisions as contained in 49 CFR Part 29, including Appendices A and B as amended. GRANTEE certifies that to the best of its knowledge and belief, GRANTEE and GRANTEE'S principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  2. Within a three-year period preceding this AGREEMENT have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (1) above.

4. Have not within a three-year period preceding this AGREEMENT had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GRANTEE to certify to the certification in this section will not necessarily result in denial of participation in this AGREEMENT. The prospective GRANTEE shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether to enter into this transaction. If it is later determined that GRANTEE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause. The GRANTEE shall provide immediate written notice to the Department if at any time the GRANTEE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 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 Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GRANTEE agrees that 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, in writing, by the Department. The GRANTEE agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GRANTEE 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 GRANTEE knows the certification is erroneous. GRANTEE may decide the method and frequency by which it determines the eligibility of its principals. Each GRANTEE may, but is not required to, check the Nonprocurement List. If a GRANTEE knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this AGREEMENT for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GRANTEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. **Drug Free Workplace Act of 1988 – Certification for Drug-Free Workplace.** The GRANTEE certifies that it will comply with 49 CFR 32 Subpart B to provide a drug-free workplace by:
  1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the GRANTEE'S workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  2. Establish a drug-free awareness program to inform employee about the dangers of drug abuse, the GRANTEE'S policy of maintaining a drug-free workplace, available employee assistance programs and penalties for violating the policy.
  3. Abiding by the notification provisions regarding any criminal drug statute convictions for a violation occurring in the workplace.
- H. **Single Audit Act Certification.** The Illinois Department of Transportation is the agency responsible for administering Illinois' federal highway safety funds on behalf of the Governor. Federal funds are provided for this project by the United States Department of Transportation. This program is listed in the Catalog of Federal Domestic Assistance (CFDA) as "State and Community Highway Safety 20.600-605". The records and supportive documentation for all completed projects are subject to an on-site audit and the DEPARTMENT reserves the right to inspect and review during normal working hours the work product of any independent auditor in support of their audit.

The GRANTEE certifies that it will comply with The Single Audit Act of 1984 (31 U.S.C. 7501 *et seq.*), as amended, which requires the following:

1. State or local governments that receive \$500,000.00 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
  2. State or local governments that receive less than \$500,000.00 a year shall be exempt from compliance with the Act and other federal audit requirements.
  3. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
  4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the local government's fiscal year.
  5. One copy of the audit report shall also be sent to: Bureau of Census, Single Audit Clearing House, 1201 East 10<sup>th</sup> Street, Jefferson, IN 47132.
- I. **Davis-Bacon Act Certification.** To the extent applicable, the GRANTEE will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.
- J. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).**

As required by OMB, the GRANTEE certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project;
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. **Non-Discrimination and Equal Opportunity Assurances in Federally Assisted Programs.** The GRANTEE hereby assures to observe and comply with all provisions of Federal and State Constitutions, statutes and implementing regulations pertaining to non-discrimination and equal employment opportunity during the period in which federal assistance is extended to the project, or the project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GRANTEE retains ownership or possession of the project property, whichever is longer. These assurances of nondiscrimination include but are not limited to:
  - Title VI of the Civil Rights Act of 1964. (42 U.S.C. 2000d *et seq.* as amended). Prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin. Implemented by 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

- Non-Discrimination in Employment and Business Opportunities. (49 U.S.C. 5332 as amended). A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, creed, national origin, sex, or age. If a person does not comply with the nondiscrimination provision within a reasonable time after receiving notice the DEPARTMENT can withhold further financial assistance, refer the matter to the Attorney General and proceed under Title VI. This section is in addition to Title VI.
- Title IX of the Educational Amendments of 1972. (20 U.S.C. 1681 *et seq.* as amended). No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Implemented by 49 CFR Part 25, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
- Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794 as amended). No otherwise qualified individual with a disability in the United States, as defined in Section 705(20) of this title, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Implemented by 49 CFR Part 27, Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.
- Age Discrimination Act of 1975. (42 U.S.C. 6101-6107 as amended). No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- The Drug Abuse, Prevention, Treatment and Rehabilitation Treatment Act, (21 U.S.C. 1101 *et seq.*, as amended). Relating to nondiscrimination on the basis of drug abuse and treatment.
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970. [(P.L. 91-616); 42 CFR 4541 *et seq.* as amended)]. Relating to nondiscrimination on the basis of alcohol abuse.
- The Public Health Service Act of 1912. (42 U.S.C. 290dd-2, as amended). Relating to nondiscrimination on the basis of substance abuse and the confidentiality of records.
- Title VIII of the Civil Rights Act of 1968. (42 U.S.C. 3601 *et seq.* as amended). Relating to nondiscrimination in the sale, rental or financing of housing.
- Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understand that this assurance extends to its entire facility and to facilities operated in connection with the project.
- It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the GRANTEE assures that it will submit the required information pertaining to its compliance with these requirements.
- It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

- Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
  - The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
  - It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.
  - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
  - Notification of violating facilities pursuant to Executive Order 11738;
  - Protection of wetlands pursuant to Executive Order 11990;
  - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
  - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
  - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
  - Protection of endangered species under the Endangered Species Act of 1973, as amended;
  - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of the federal or federally-assisted programs;
  - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
  - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
  - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
  - Executive Order 11593, which relates to identification and protection of historic properties;
  - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;

- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
  - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
  - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- K. **Energy Conservation.** To the extent applicable, the GRANTEE and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- L. **Clean Water.** For all contracts and subcontracts exceeding \$100,000.00, the GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*
- M. **Clean Air.** For all contracts and subcontracts exceeding \$100,000.00, the GRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 *et seq.*
- N. **Eligibility For Employment In The United States.** The GRANTEE shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GRANTEE to verify that persons employed by the GRANTEE are eligible to work in the United States.
- O. **False Or Fraudulent Statements Or Claims.** The GRANTEE acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this AGREEMENT, the DEPARTMENT reserves the right to impose on the GRANTEE the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GRANTEE agrees to include this clause in all state and federal assisted contracts and subcontracts.
- P. **Changed Conditions Affecting Performance.** The GRANTEE shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- Q. **Third Party Disputes Or Breaches.** The GRANTEE agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GRANTEE. The GRANTEE will notify U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to any third party contract. If the GRANTEE seeks to name the DEPARTMENT as a party to the litigation, the GRANTEE agrees to inform both U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GRANTEE will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- R. **Fly America.** GRANTEE will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981, regarding costs of international air transportation by U.S. Flag air carriers.
- S. **Non-Waiver.** The GRANTEE agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GRANTEE of any terms of this Agreement or any default on the part of the GRANTEE which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any

remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- T. **Preference For Recycled Products.** To the extent applicable, the GRANTEE agrees to give preference to the purchase of recycled products for use in this AGREEMENT pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.
- U. **Cargo Preference.** Use of United States Flag Vessels. The GRANTEE agrees to comply with 46 U.S.C. §55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this AGREEMENT.

All of the requirements listed in Section 10, Federal Certifications, Assurances and Conditions of Approval apply to this federally funded project. The GRANTEE agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

### 9. TAXPAYER IDENTIFICATION NUMBER.

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Company Name:** Lake County Sheriff's Office

**Taxpayer Identification Number:** 36-6006600

Social Security Number

or

Employer Identification Number

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

#### Legal Status

(check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietorship  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (non-corporate)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other  | _____ D=disregarded entity  |
|   | _____ C=corporation   |
|   | _____ P=partnership   |

Agreement Award Notification

**REQUIRED FOR ALL PROJECTS**

Does this project receive federal funds?  Yes  No

Amount of federal funds: \$135,259.92

Federal Project Number: AP-15-0126

CFDA Number\*: 20.616

DUNS Number: n/a

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

**ANNUAL CERTIFICATION FOR COMPLIANCE  
WITH FEDERAL OMB-CIRCULAR A-133**

**NOTICE**

- Do not submit this certification to the department with your signed contract.
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

**This is an annual requirement for every year in which you expended funds for this project.**

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page.
3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Section, Room 303  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

ATTN: Sam Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective action plan(s), if applicable.
2. Management letter, if applicable.
3. Status of prior year's findings, if applicable.

For your convenience, you may also submit the information via e-mail to [Samuel.Frioli@illinois.gov](mailto:Samuel.Frioli@illinois.gov) or via fax at (217) 782-5634. If you have any questions, please contact Sam Frioli at (217) 782-5717.

#### NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

## Single Audit Not Required

I certify that \_\_\_\_\_ did not expend \$500,000 or more in federal awards in our fiscal year \_\_\_\_\_ and was not required to have a single audit conducted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## Subrecipient Contact Information

Subrecipient: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

E-mail address: \_\_\_\_\_