

ITEM

VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL WORKSHOP APRIL 10, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Mobile Crash Reporting System (MCR) Incentive In-Car Printers Grant	✓ Resolution Ordinance Motion Discussion	Robert Porter Police Chief

SYNOPSIS

A resolution has been prepared authorizing submission of a grant application to the Illinois Department of Transportation requesting federal funding in the amount of \$15,341 to support the purchase of twenty-nine (29) in-car printers for the Village's police vehicles.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Preservation Of The Residential And Neighborhood Character*. A supporting objective of this statement is *Safe And Secure Neighborhoods*.

FISCAL IMPACT

It is anticipated that project expenditures related to this grant will cross two fiscal years (FY07 and FY08). As a result, the Council will be obligated to include funding in FY08 to cover the Village's responsibilities related to the grant. The grant will support the purchase of 29 in-car printers including software, implementation, training, version upgrades, and support. This grant however, will not cover printer housing and internal installation costs estimated at \$8,078.53 and \$2,320, respectively.

RECOMMENDATION

Approval on the April 17, 2007 Consent Agenda.

BACKGROUND

The purpose of the MCR Incentive In-Car Printers grant is to encourage additional law enforcement agencies to adopt the MCR system whereby, automating the electronic capture of crash reports that are in most cases, "paper-based". The goals of MCR include reduced time and expenses associated with the completion of crash data analysis as well as improved quality (legibility and accuracy), access, and availability of crash data. MCR operates in both mobile and office environments, and agencies have the ability to access, run, and print reports on their crash data online. By having more agencies utilize MCR, it will increase the speed at which summary data can be generated at both the local and state level; data available sooner will increase public safety.

ATTACHMENTS

Resolution
Grant Application

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE
ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR THE MOBILE CRASH REPORTING SYSTEM (MCR)
INCENTIVE IN-CAR PRINTERS PROGRAM**

WHEREAS, the Village of Downers Grove, an Illinois municipal corporation, has completed Illinois Department of Transportation Mobile Crash Reporting System (MCR) Incentive In-Car Printers application form for financial assistance in the total amount of \$15,341 for the purchase of twenty-nine (29) in-car printers to assist in the submission of crash report data through MCR; and

WHEREAS, the Village Council has reviewed said grant application and agreement conditions, and has authorized the filing of said application with the Illinois Department of Transportation.

NOW, THEREFORE, be it resolved by the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village of Downers Grove submit the Mobile Crash Reporting System (MCR) Incentive In-Car Printers application in the amount of \$15,341 for the purchase of twenty-nine (29) in-car printers to assist in the submission of crash report data through MCR to the Illinois Department of Transportation.

2. That the Village of Downers Grove agrees to the conditions and requirements listed in the grant application.

3. That this resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



1A. GRANTEE: Village of Downers Grove	2A. Project Title: MCR Incentive In-Car Printers Grant
1B. Address: 801 Burlington Ave. Downers Grove, IL. 60515 TIN/FEIN: 36-6005857	FOR OFFICE USE ONLY 2B. Project Number: 2C. PSP/Task: 2D. PSP Title: 2E. CFDA Number and Name: 2F. Year of Funding:
5A-E. Project Description: See attached <i>It is understood and agreed by the GRANTEE that this project is subject to Sections 5A-5E of the attached Project Description.</i>	3. Starting Date: 4. Expiration Date:
5F. Project Description Summary: This project provides funds to purchase in-car printers to allow printing of crash reports at the scene of a crash. By utilizing an automated system, it will increase the speed at which summary data may be generated both at the local level and the Division of Traffic Safety.	
5G. Proposed Project Budget	Federal Funds
Personal Services	
Fringe Benefits	
Social Security	
Travel	
Contractual Services	
Printing	
Commodities	
Equipment	\$15,341.00
Operation of Auto/Equipment	
Indirect Costs	
Total	
6A. It is understood and agreed by the undersigned GRANTEE that this project is subject to all attached Highway Safety Project Agreement Conditions and Certifications in Section 8, 9 and 10 and any other attachments as required.	
6B. Obligation of the State of Illinois and the Illinois Department of Transportation shall cease immediately, without penalty or further payment required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this agreement.	
6C. By signing this Highway Safety Project Agreement, the undersigned affirms that he or she has read and will comply with and assures continued compliance with each of the attached conditions and certifications, that the required responses and communications with the DEPARTMENT are true and correct and that the signatures below constitute an endorsement and execution of each condition and certification and assurance as though each was individually signed.	
7A. GRANTEE Project Director: Name: Edward Harrison Title: Sergeant Address: 825 Burlington Ave. Village of Downers Grove, IL. Phone: 630-434-5612 Fax: 630-434-5690 E-mail: eharrison@downers.us	7B. GRANTEE Authorizing Representative: Name: Cara Pavlicek Title: Village Manager Address: 801 Burlington Ave. Village of Downers Grove, IL. Phone: 630-434-5525 Fax: 630-434-5571 E-mail: cpavlicek@downers.us
_____ Signature	_____ Date
_____ Signature	_____ Date
7C. Illinois Department of Transportation: _____ _____ , Director, Division of Traffic Safety	
_____ Date	

5. Project Description:

A. Problem Statement:

The number of crashes reported in 2006 was 2,025 or an increase of 2.3% over 2005 when 1,978 crashes were reported. Over the past three years, the Downers Grove Police Department has handled on average 1,991 traffic accidents per year. The Village's five year plan and goals for 2006-2011 identified "Preservation of the Residential and Neighborhood Character". A supporting objective of this statement is "Safe and Secure Neighborhoods". This grant will assist the Village in achieving its goal by providing data expeditiously which in the long run will reduce the incidence of crashes and increase public safety.

B. Background:

Our enforcement encompasses an area of thirteen square miles in the Village of Downers Grove of DuPage County. Downers Grove is located twenty-one miles west of the City of Chicago; an area served by several major roadways and highways that feed into the community. These roadways include interstates I-355 and I-88, Route 34, and 75th Street. The Village of Downers Grove serves a population of 48,724. The Village of Downers Grove is home to more than 2,500 businesses, including such hotels as the Marriott, Doubletree Guest Suites, and the Holiday Inn.

See Attached.

C. Program Goals and Objectives:

The primary goal of this project is to increase electronic reporting of crash reports to 50% of total reports filed with IDOT - Department of Traffic Safety within one year of grant inception. In-car printers will ultimately allow report writing and data transfer to be performed more expeditiously. In-car printers provide a more timely availability of data for reporting, as well as increased legibility and accuracy of reports. Funding for in-car printers will allow the Downers Grove Police Department to provide a more effective and efficient delivery of village services to meet the challenges of the 21st century.

D. Method of Procedures:

The Village will commit to using the Mobile Crash Reporting System (MCR) within 3 months of receiving a grant. The Village will adopt a plan to achieve a 50% submittal rate of crash reports using MCR within 1 year of receiving a grant and a 100% submittal rate within 2 years of grant inception.

See Attached.

E. Assessment and Evaluation:

Currently, the Village of Downers Grove doesn't submit crash reports through MCR. Within the first year of receiving a grant, the Village will achieve a 50% submittal rate of crash reports through MCR. Then, within two years of grant inception, the Village will submit 100% of its crash reports through MCR. The evaluation will be completed by Sgt. Harrison on a monthly basis.

ATTACHMENT:

5. Project Description

B. BACKGROUND

(3) Crash Data: Over the past three years, the Downers Grove Police Department has handled on average 1,991 traffic accidents per year.

Accident Statistics for Calendar Year	2004	2005	2006
Total Number of Accidents	1971	1978	2,025
Number of Accidents Involving Injury	343	347	329
Number of People Injured	439	449	451
Number of Fatalities	3	2	6
Alcohol Related Accidents	48	47	47

D. METHODS OF PROCEDURE

EVENT – Crash occurred	Access, run and print reports on crash data online
Following each event.	Submittal of crash report using MCR
Following each event.	Submittal of crash report not using MCR
During the period of the grant award submit a monthly report to IDOT	Prepare and submit report to the Department of Transportation, Division of Traffic Safety. The report will included the percentage level of its crash reports using MCR.

5G. Budget FY 2008

Personal Services

TOTAL N/A

Fringe Benefits (Employer's Share)

TOTAL N/A

Social Security (Employer's Share)

TOTAL N/A

Travel

TOTAL N/A

Contractual Services

TOTAL N/A

5G. Budget FY 2008 (Cont'd.)

Printing

TOTAL N/A

Commodities

TOTAL N/A

Equipment

29 in-car printers requested at \$529/ea

TOTAL \$15,341

Operation of Automotive Equipment

miles @ \$ per mile (existing state rate)

TOTAL N/A

Indirect Costs (if applicable)

\$ x %

TOTAL N/A

FY 2008 GRAND TOTAL \$15,341

8. 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, as well as any specific procedures written into the narrative of this agreement.
 1. Solicitations of offers shall include a description of the technical requirements for the products or service to be procured.
 2. Awards shall be made only to responsible bidders that can meet the preceding requirements.
 3. Small purchase procedures, which consist of obtaining verbal or written price or rate quotations from at least three qualified sources, may be used for products or services having a total value of not more than \$10,000.00. Purchase is to be made from vendor with lowest quote.
 4. Formal advertising procedures shall be used for products, which may include associated nonprofessional services having a total value of more than \$10,000.00. An invitation for bids, with item specifications and supplier requirements, shall be publicly advertised. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest, unless that bid is rejected because of sound and documented business reasons to further the best interest of the project.
 5. Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000.00. The Request for Proposal shall be publicized and proposals shall be solicited from an adequate number of qualified sources. Negotiations are normally conducted with more than one source and a cost-reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.
 6. Non-competitive negotiation, the procurement through solicitation of a proposal from one source, is allowed if the products or services are available only from a single source or, if after a number of sources have been solicited, competition is determined inadequate. The DEPARTMENT must authorize this procedure.
 7. The GRANTEE will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.
 8. The GRANTEE shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information on pertinent to: rationale for the method of procurement, selection of contract type, contractor selection or rejection and basis for the cost or price.

9. No employee or representative of the DEPARTMENT or the GRANTEE shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. Nor shall such persons solicit or accept anything of monetary value from bidders or suppliers.
 10. The GRANTEE must comply with any special conditions detailed in the contract, the Illinois Procurement Code (30 ILCS 500) and any local ordinances or regulations.
- D. **Requirements for Consultant Contracts and Subcontracts.** After a consultant and/or subcontractor is selected in accordance with all requirements of this AGREEMENT including the Section titled Procurement Procedures, 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.
- E. **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.
- F. **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 with the executed AGREEMENT.
 3. Claims for reimbursement shall be in accordance with the rates established in the Proposed 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.
 4. Claims for reimbursement by the GRANTEE to the DEPARTMENT pursuant to this AGREEMENT shall be sent to your assigned Department contact.
- G. **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.

H. **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 contract.
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.

I. **Project Monitoring.**

1. 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.
2. The GRANTEE agrees to attend quarterly progress meetings upon request of the DEPARTMENT to provide information and discuss the accomplishments and expectations of the Highway Safety Project.
3. 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.
4. 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.
5. GRANTEE will obtain prior approval from the DEPARTMENT with respect to all enforcement locations.

J. **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".
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.

K. **Illinois Human Rights Act.** The GRANTEE will comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. **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 retained locally in the project file and available for review by representatives of the DEPARTMENT.

M. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless the DEPARTMENT, its officials, employees and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising from any work or services associated 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.

N. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the time period of this AGREEMENT. If the GRANTEE received reimbursement for an obligation that was either cancelled or refunded, those funds must be returned to the State within 45 days of the end of the AGREEMENT or expiration of the time period grant funds are available for expenditure or obligation by the GRANTEE. 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).

O. **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.)

P. **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.

- Q. **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.
- R. **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.
- S. **Debt Certification.** The GRANTEE and its affiliates certify they are not delinquent in the payment of any debt to the State of Illinois (or if delinquent have entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge the DEPARTMENT may declare the AGREEMENT void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and fails to enter into a payment plan upon request. (30 ILCS 500/50-60.)
- T. **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.

9. 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_ManI_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>

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. **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:
1. 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.

2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. Drug Abuse Office and Treatment Act of 1972. (21 U.S.C. 1174 as amended). Relating to nondiscrimination on the basis of drug abuse and treatment.
 7. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972. [(P.L. 92-616) as amended)]. Relating to nondiscrimination on the basis of alcohol abuse.
 8. Sections 523 and 527 of the Public Health Service Act of 1912. (42 U.S.C. 290 et seq. as amended). Relating to nondiscrimination on the basis of substance abuse and the confidentiality of records.
 9. 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.
- B. Disadvantaged Business Enterprises Program Participation Assurance.** In accordance with 49 CFR 26.13(b), 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 Part 29 Subpart F 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 10th Street, Jefferson, IN 47132.

10. Federal Taxpayer Identification Number.

For individuals and sole proprietors, list Social Security Number. For other entities, list Employer Identification Number. Federal Employer Identification Number (FEIN) must NOT be used for sole proprietorships. Under penalties of perjury, the GRANTEE certifies that 36-6005857 is its correct Federal Taxpayer Identification Number.

The GRANTEE is doing business as (please check one):

- | | | |
|--|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent | <input type="checkbox"/> Sole Proprietorship |
| <input checked="" type="checkbox"/> Government Entity | <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC-501 (a) only) |
| <input type="checkbox"/> Medical and Health Care | <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Services Provided Corporation | <input type="checkbox"/> Trust or Estate | <input type="checkbox"/> Limited Liability Corporation (LLC) |

If you fail to furnish your correct taxpayer identification number to the DEPARTMENT, you are subject to an IRS penalty of \$50.00 for each such failure unless such failure is due to reasonable cause and not to willful neglect. **Willfully falsifying certifications or affirmations may subject you to criminal penalties, fines and/or imprisonment.**