

**MEMORANDUM**

[ospa.siu.edu](http://ospa.siu.edu)

**TO:** Tammy Kochel  
Criminology and Criminal Justice

**FROM:** Sonjie Schwartz  
ORDA

*Sonjie Schwartz /wsp*

**DATE:** April 24, 2012

**RE:** Subgrant agreement

Attached is a copy of Subagreement No. 12-24 issued to St. Louis County, Missouri. **A purchase requisition is no longer required for this activity. Payments will be administered through invoice distribution forms after receipt of invoices from St. Louis County, Missouri.** As the fiscal officer you are responsible for all financial aspects of this grant including timely payments to subgrantees. Please make every attempt to ensure subagreement payments are processed in a timely fashion. If you have problems or concerns please do not hesitate to contact my office or Shirley Castle at Accounting Services.

Federal regulations require oversight of subagreements. Please be advised as the project director you are responsible for ensuring the subgrantee complies with the technical requirements of the project as well as federal regulations and policies. The federal regulations and policies are included in the federal document funding your project as well as in the subagreement. ORDA can assist with any questions regarding these guidelines or regarding the subagreement. For assistance with any questions regarding the appropriateness of costs please contact Shirley Castle or Jeff Tally at Grant and Contract Accounting. Ultimately, it is the project director's responsibility to monitor the subgrantee's performance under this subagreement.

If you have any questions, please give me a call at 453-4541 or [sonjie@siu.edu](mailto:sonjie@siu.edu). If you need to talk with Shirley Castle please call 536-2646. Jeff Tally can be reached at 536-2610.

c: Shirley Castle

Prime Award No: 2011-IL-CS-0007

CFDA Number: 16-560

**Subagreement No. 12-24**

**COST REIMBURSEMENT SUBAGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY  
AND  
ST. LOUIS COUNTY, MISSOURI**

This Agreement is entered into by and between The Board of Trustees of Southern Illinois University ("University"), a body politic and corporate of the State of Illinois, and St. Louis County, Missouri ("COUNTY"), a political subdivision of the state of Missouri.

WHEREAS, the University is recipient of National Institute of Justice ("NIJ") Award Number 2011-IJ-CS-0007 in support of a project entitled "Assessing the Effects of Hot Spots Policing Strategies on Police Legitimacy, Fear of Crime, and Willingness to Participate in Building Collective Efficacy;" and

WHEREAS, said Grant contemplates collaborative effort by the University and COUNTY implemented through appropriate contractual arrangements; and

WHEREAS, COUNTY wishes to enter into this Agreement with University to provide crime analysis support for high crime areas, vehicular accident reports, to identify geographic concentrations of crime and vehicular accident reports and other services in fulfillment of this Agreement; and

WHEREAS, COUNTY Executive is authorized by Ordinance 25,025, 2012 to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the promises and obligations hereinafter set forth, the parties agree as follows:

**Article I - Scope of Work:** COUNTY shall furnish the necessary personnel, materials, services, facilities, and equipment and otherwise do all things necessary for the performance of its work set forth in the attached Exhibit A, Scope of Work and Budget which is subject to the terms and conditions set forth in the Grant Number 2011-IJ-CS-0007 set forth in the attached Exhibit B incorporated in full herein by reference. COUNTY agrees to comply with and assist the University in complying with these terms and conditions.

**Article II - Period of Performance:** The Agreement shall be in effect upon the date of final signature and shall remain in effect through December 31, 2014. Expenditures incurred prior to the beginning date or

subsequent to the ending date are unallowable.

**Article III - Allowable Cost and Payment:** For the performance of this Subagreement, the University shall reimburse COUNTY an amount not to exceed \$84,552.00 for project costs determined to be allowable in accordance with the project budget set forth in the attached Exhibit A.

COUNTY may submit invoices to the University not more frequently than monthly but at least quarterly. Said invoice should state the period for which reimbursement is being requested and should itemize the costs by budget category. Promptly after receipt of each invoice the University shall make payment thereof except as provided herein. All invoices should be mailed to the University Financial Contact given in the attached Exhibit C entitled "Agreement Contacts."

In the event that any payments to COUNTY under this Agreement are subsequently disallowed by the University/NIJ as items of costs of this Agreement, COUNTY shall repay the University, on demand, the amount of any such disallowed items or at the discretion of the University, the University may deduct such amounts from subsequent payments to be made to COUNTY hereunder, without prejudice, however, to COUNTY's right thereafter to establish the allowance of any such item of cost under the Subagreement.

**Article IV - Limitation of Cost:** For the performance of this Agreement, the University shall reimburse COUNTY for allowable costs incurred in accordance with the project budget in the attached Exhibit A and the terms and conditions in the attached Exhibit B . Total reimbursement shall not exceed \$84,552.00.

**Article V - Project Director (University):** The University project director is Tammy Kochel. The project director is not authorized to change any element of this Subagreement. All changes shall be consummated by formal written amendment.

**Article VI - Principal Investigator (COUNTY):** COUNTY's project director who is responsible for the conduct of the work contemplated hereunder is William Howe.

**Article VII - Rights in Data:** For purposes of this Subagreement, "data" means writings, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work-flow charts, equipment descriptions, data files and data processing or computer programs, and all materials, reports and works of any kind or nature (whether or not copyrighted or copyrightable) which are acquired or developed under this Subagreement. The term does not include financial reports, cost analyses, and similar information incidental to administration of this Subagreement. Original records and data shall be retained by COUNTY for three (3) years after termination of this Subagreement, with copies to be furnished

to the University upon request.

The University shall have the unrestricted right to use all data created in the performance of this Subagreement, which is delivered or specified to be delivered under this Agreement.

Use of the name of the University and/or NIJ (except in an acknowledgement of sponsorship of this sub Subagreement), in advertising or for any other commercial purpose, may not be made without prior written approval of the University and/or NIJ.

**Article VIII – Inventions and Copyrights:** COUNTY shall receive the same rights, with the same limitations as those rights and limitations stipulated as being received by the University under the award from NIJ.

**Article IX – Taxes:** COUNTY shall pay all current and applicable taxes, licenses and assessments due on its work described in Article I above, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the State Employment Tax Acts.

**Article X – Indemnification:** To the extent permitted by Missouri law, COUNTY shall indemnify and hold harmless the University, its agents and employees, for any claims, demands, costs and expenses, arising out of the negligent actions by COUNTY, its officers, employees and agents in the performance of obligations under this Agreement; provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful misconduct of the University.

To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless COUNTY for any claims demands, costs and expenses, arising out of negligent actions by the University, its officers, employees and agents in the performance of obligations under this Agreement; provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful misconduct of COUNTY.

**Article XI – Insurance:** For the term of this Subagreement, University agrees to maintain the following types of Insurance:

1. Comprehensive general liability insurance coverage for bodily injury liability, including death, property damage liability, for all its employees acting within the scope of their appointments, and similarly provides such insurance coverage for any of its enrolled students while acting in the scope of an approved unpaid clinical program for which academic credit or the equivalent may be awarded. This “occurrence” basis

coverage for paid employees and unpaid student interns is provided through the Southern Illinois University Self-Insurance Program, and is limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage;

2. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$2,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at [http://www.cms.il.gov/cms/2\\_servicese\\_ben/autoplan.htm](http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm), or by printed copy upon request;
3. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

Certificates of Insurance ("COI") providing evidence of these coverages may be provided upon request from COUNTY. In the event of cancellation or non-renewal of above described insurance, University shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

For the term of this Subagreement, COUNTY is self-insured for all claims for which it is not immune. COUNTY has no obligation under this Agreement to purchase liability insurance. COUNTY shall provide University with a Certificate Letter of Self-Insurance covering all claim arising from this Agreement. University shall not be liable to COUNTY'S employees, agents, and/or officers for any injury to person or damage to property caused by the negligence of misconduct by COUNTY, its employees, agents and/or officers while performing the terms of this Agreement

**Article XII – Termination:** This Subagreement may be terminated in whole or in part in writing by either party for convenience, in the event of breach of this Agreement and/or in the event of substantial failure by the other party to fulfill its obligations under this Subagreement through no fault of the terminating party: Provided, that no such terminations may be effected unless the other party is given (1) not less than 30 days written notice to the administrative official shown in Exhibit C "Agreement Contacts (delivered by Certified mail, receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

**Article XIII - Standards of Work:** COUNTY agrees that the performance of the work and services provided pursuant to the requirements of this Subagreement shall conform to high professional standards.

**Article XIV – Assignment and Subcontracting:** Prior approval is required. Except as may be provided elsewhere in this Subagreement, COUNTY shall not enter into any sub Subagreement without the prior written approval of the University, and subject to such conditions as the University may require. Purchase orders and other routine expenditures are not subject to this provision.

**Article XV – Special Provisions:** The clauses, certifications, laws and/or regulations identified on SIU Form 2012 attached hereto are incorporated herein by reference (Exhibit D.)

**Letter Subagreement Documents** - The following documents are attached hereto and incorporated herein as part of this sub Subagreement:

**Exhibit A – Scope of Work and Budget**

**Exhibit B – Award No. 2011-IJ-CX-0007, GC-1 Conditions, NIJ Research Terms and Conditions, and NIJ Agency Specific Terms and Conditions**

**Exhibit C – Agreement Contacts**

**Exhibit D - Special Provisions SIUC 2012.**

IN WITNESS WHEREOF, the University and COUNTY have executed this Agreement by their duly authorized, respective officers and representatives, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party.

For the Board of Trustees of  
Southern Illinois University

By John A. Koropchak /per  
John A. Koropchak, Vice Chancellor for  
Research and Graduate Dean for Rita Ch**APPROVED**  
Chancellor, Southern Illinois University **AS TO**  
Carbondale **LEGAL FORM**  
*(TC)*

ST. LOUIS COUNTY, MISSOURI

Charlie G. Dasher  
County Executive

St. Louis County Board of Police  
Commissioners

By Col. Greg M. Jones  
Chairman

Approved:

Col. Greg M. Jones

Chief of Police  
St. Louis County Police Department

Approved:

Bruce Bozegushi  
Risk and Insurance Manager

Approved as to Legal Form:

Pat Reiter  
County Counselor

Approved:

David L. Hall  
Accounting Officer

Attest:

James B. Hoke  
for James B. Hoke  
Administrative Director

**EXHIBIT A**  
**SCOPE OF WORK AND BUDGET**

**Responsibilities of St Louis County Police Department.** Executive Director of the Division of Operational Support William Howe will serve as the primary point of contact for the project. Mr. Howe will coordinate the project on behalf of SLC and will ensure that personnel implement the project consistent with the plan outlined in the proposal. This will entail:

- Collaborating with SIUC to identify systematic hot spots selection criteria;
- Providing crime analysis support to identify at least 80 of the COGIS areas with the highest crime reports and vehicular accident reports;
- Identifying the geographic concentrations of crime and vehicle accident reports within the COGIS areas consistent with the hot spots selection criteria;
- Providing SIUC with a list of addresses contained within each of the selected hot spots in support of the citizen surveys;
- Providing SIUC with monthly crime data for each of the areas identified as hot spots;
- Providing SIUC with AVL data that reports time spent by officers within the 45 hot spot areas for 3 months preceding implementation, during implementation, and for 1 month after implementation.
- Requiring patrol personnel assigned within the selected hot spots to police in accordance with the assigned strategy (directed patrol, collaborative problem solving, or control area-policing as usual);
- Holding platoon meetings or other meetings consistent with the proposal to facilitate officer training and information sharing;
- Requiring officers within treatment locations who are implementing the treatment to keep basic activity logs to record time spent and activities performed while conducting directed patrol or collaborative problem solving;
- Allowing research team members to observe police/citizen interactions;
- Allowing research team members access to patrol officers during the course of their patrol (e.g., allow ride alongs);
- Disseminating by email the language introducing and link to an officer survey;
- Reviewing the final report and providing feedback to the research team.

## Assessing Hot Spots Effects on Legitimacy

Louis County Police Department  
Subcontractor Budget

### **Intelligence Analyst Salary and Fringes**

Range 112 Entry level	hourly rate	Bi-Weekly	Pay periods	
Annual salary	\$17.921	\$1,433.68	26	<b>37,276</b>
Social Security		7.65%		2,852
Retirement		17.42%		6,493
Unemployment		0.05%		19
Workers Comp		1.30%		485
Medical Ins		\$6,300.00		6,300
Long Term Disability		\$110.00		110
Short Term Disability		\$139.00		139
Life Insurance		\$120.00		120
		Total Fringes		<b>16,518</b>
		Total Salary & Fringes		<b>53,794</b>

### **Intelligence Analyst Computer and Software \$2,600**

Crime Computer \$1600.00

MS Office Software \$300.00

GIS Software \$700.00

### **Police officer overtime rate of pay and fringe benefits \$28,158**

	%	OT Rate	
Soc Sec	7.65%	35.456	2.71
Retirement	18.42%	35.456	6.53
Total		35.456	9.24

**\$ 44.696 per hour x 630 hrs - \$28,158**

**EXHIBIT B**

**AWARD NO. 2011-IJ-CX-0007**



Department of Justice  
Office of Justice Programs  
**National Institute of Justice**

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) S. Illinois University at Carbondale Office of Research Development and Administration 900 S Normal Ave Carbondale, IL 62901-4709		4. AWARD NUMBER: 2011-II-CX-0007	
		5. PROJECT PERIOD: FROM 01/01/2012 TO 08/31/2014 BUDGET PERIOD: FROM 01/01/2012 TO 08/31/2014	
		6. AWARD DATE 08/31/2011	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 376005961		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Assessing the Effects of Hot Spots Policing Strategies on Police Legitimacy, Fear of Crime, and Willingness to Participate in Building Collective Efficacy		10. AMOUNT OF THIS AWARD \$ 395,481	
		11. TOTAL AWARD \$ 395,481	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY11(NIJ - ORE Gen.) 42 USC 3721-3723; 28 USC 530C			
15. METHOD OF PAYMENT GPRS			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL John H. Laub Director, National Institute of Justice		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Prudence M. Rice Associate Vice Chancellor for Research	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/16/11
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT		21. K75SGT0263 X C 75 60 00 00 395481	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
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**National Institute of Justice**

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PROJECT NUMBER 2011-IJ-CX-0007

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*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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Department of Justice  
Office of Justice Programs  
**National Institute of Justice**

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**SPECIAL CONDITIONS**

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/CCR.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
11. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
12. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
13. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.





Department of Justice  
Office of Justice Programs  
**National Institute of Justice**

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*SPECIAL CONDITIONS*

14. Patents and Inventions.

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice.".

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

15. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: This project was supported by Award No. \_\_\_\_\_, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public.

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16. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
17. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.
18. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
19. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
21. The award recipient shall provide all products specified in the proposal. In addition, ninety (90) days prior to the end of the project period, the recipient shall submit to NIJ the following documents in electronic format: (1) A Draft Final Technical Report. The Draft Final Technical Report shall describe the project's activities in sufficient detail to permit replication of the design, including a review of relevant literature, methods including detailed description of data collection and analysis procedures, modifications to or problems with the original research design, findings, and conclusions. (2) A 2,500 to 4,000 word Draft Summary suitable for publication and/or dissemination which describes results, findings and conclusions from the project, including implications for criminal justice operations. (3) A Draft 600 word Abstract. The abstract should serve as a succinct and accurate description of the project. Research goals and objectives, research design, and methods for achieving the goals and objectives should be concisely described. The abstract should include statement of purpose, description of research subjects, methods, results and conclusions.

The Draft Final Technical Report, Abstract and Summary will, with few exceptions, be submitted to peer review. The recipient shall be responsive to peer reviewers' comments and other issues raised in the review and understand that the review process has implications with respect to publication and dissemination decisions made by NIJ. The recipient shall make appropriate revisions to these documents based on the reviewers' comments and/or any comments from NIJ.





Department of Justice  
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22. The recipient must deliver to NIJ, by the termination of the award period, an electronic copy of the Final Technical Report, Abstract and Summary. The recipient also must deliver any data and associated artifacts (such as specialized programming code, databases and queries, or images generated from the project data) that have changed as a result of comments from (1) review of the draft final technical report, or (2) review of the data and any associated artifacts for archiving.

Final Technical Reports, Abstracts, and Summaries should be in Microsoft Word or Corel WordPerfect format. Graphic files should be provided in Adobe Illustrator, Macro media Freehand, Corel Draw or Delta Graph. Included images should adhere to GIFF, JPEG, PICT, and TIFF format standards, with GIFF and PICT images preferred.

Final Technical Reports are, in general, made available to the public through the National Criminal Justice Reference Service (NCJRS) and may be electronically posted in the NCJRS virtual library.

23. To support NIJ's mission to make available data from all NIJ-funded research, ninety (90) days prior to the end of the project period, the recipient shall deliver to NIJ all data produced or collected for the project and any artifact associated with the project data. Submissions should include the following: (1) An electronic copy of each data set that was collected, acquired, or modified in conjunction with the project. For data other than geographic data, SPSS portable files are preferred. However, SAS transport, Stata, dBASE, or ASCII files are acceptable with appropriate documentation and with appropriate description for each variable. (2) An electronic copy of any geographic data that was collected, acquired, or modified in the project, including an electronic copy of each geographic data layer of features used in a Geographic Information System (GIS). ArcGIS, MapInfo or Geographic Markup Language (GML) formats are preferred. (Geographic data is defined here as geometric and attribute data for location-based features, usually in the categories of point, line, polygon, or coordinates, and includes statistical results from spatial analysis.) (3) Any associated databases, database queries, images, PowerPoint slides used to generate project data, or similar artifacts. (4) Any specialized programming code necessary to reproduce all constructed measures and the original data analysis. (5) A codebook listing the data variables, variable labels, value labels, and missing value designations. Portable Document Format (PDF) or MS Word is preferred (DOC), however, Rich Text Format (RTF), WordPerfect (WPD), and ASCII are acceptable. (6) A blank electronic version of every data collection instrument. (7) Manual, electronic, or other data collection protocols. (8) Applicable blank consent forms. (9) NIJ-approved privacy certificate.

Included images should adhere to GIFF, JPEG, PICT, and TIFF format standards. GIFF and PICT images are preferred.

These data and associated artifacts (where applicable) are, in general, made available at different levels of restricted access through the National Archive of Criminal Justice Data (NACJD). Additional information is available at:  
<http://www.icpsr.umich.edu/NACJD/archive-data.html>.

24. The recipient shall make no guarantee, without prior NIJ approval, that the data collected, acquired or produced as part of this project will not be transferred or released. (Such a guarantee would preclude NIJ from archiving and making available all NIJ-funded data).





Department of Justice  
Office of Justice Programs  
**National Institute of Justice**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 7 OF 8

PROJECT NUMBER 2011-IJ-CX-0007

AWARD DATE 08/31/2011

*SPECIAL CONDITIONS*

25. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

**Categorical Exclusion:** Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

**Modifications:** Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

26. The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.
27. The award recipient will not be permitted to draw down any funds for any research involving human subjects until (1) it has submitted adequate documentation to demonstrate that it will conduct or perform research involving human subjects in accordance with an approved Federal-wide assurance issued by HHS or a Single Project Assurance issued by OJP/NIJ, and that the research has been determined, by an appropriate IRB (or the Office of the General Counsel/OJP), to be an exempt research activity, or has been reviewed and approved by an appropriate IRB in accordance with the requirements of 28 CFR Part 46, (2) the NIJ Human Subjects Protection Officer has authorized, in writing, removal of this special condition, and (3) a Grant Adjustment Notice (GAN) has been issued removing this special condition.
28. The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in compliance with 28 CFR § 22.23 to the National Institute of Justice for approval.
29. The award recipient will not be permitted to draw down any funds for any research or statistical activity or project involving the collection, use, analysis, transfer, or disclosure of information identifiable to a private person until: (1) a Privacy Certificate has been submitted to and approved by the National Institute of Justice (NIJ) in accordance with the requirements of 28 CFR Part 22, (2) removal of this special condition has been authorized in writing by the NIJ Human Subjects Protection Officer, and (3) a Grant Adjustment Notice (GAN) has been issued removing this special condition.
30. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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Department of Justice  
Office of Justice Programs  
**National Institute of Justice**

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2011-IJ-CX-0007

AWARD DATE 08/31/2011

*SPECIAL CONDITIONS*

31. Of the total award amount, \$20,000 may not be obligated, expended, or drawn down until the grantee submits the draft final research/technical report, data, and associated artifacts required by the special conditions of this award. The draft final report must be accepted by NIJ as meeting usual scientific standards for form and content. Required data and any associated artifacts must be accepted by NIJ as satisfying the special conditions of this award. Approval will be provided through a Grant Adjustment Notice that will clear this special condition.

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**Department of Justice**  
Office of Justice Programs  
*National Institute of Justice*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Brett Chapman, Program Manager  
**Subject:** Categorical Exclusion for S. Illinois University at Carbondale

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

**Categorical Exclusion:** Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

**Modifications:** Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.



Department of Justice  
Office of Justice Programs  
National Institute of Justice

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

**PROJECT NUMBER**

2011-IJ-CX-0007

PAGE 1 OF 1

This project is supported under FY11(NIJ - ORE Gen.) 42 USC 3721-3723; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)  Brett Chapman (202) 514-2187		2. PROJECT DIRECTOR (Name, address & telephone number)  Tammy R. Kochel Assistant Professor c/o Office of Research Development and Administration 900 S. Normal, Woody Hall C-206, Mail Code 4709 Carbondale, IL 62901 (618) 453-6371	
3a. TITLE OF THE PROGRAM  NIJ FY 11 Building and Enhancing Criminal Justice Researcher-Practitioner Partnerships		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT  Assessing the Effects of Hot Spots Policing Strategies on Police Legitimacy, Fear of Crime, and Willingness to Participate in Building Collective Efficacy			
5. NAME & ADDRESS OF GRANTEE  S. Illinois University at Carbondale Office of Research Development and Administration 900 S Normal Ave Carbondale, IL 62901-4709		6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD  FROM: 01/01/2012 TO: 08/31/2014		8. BUDGET PERIOD  FROM: 01/01/2012 TO: 08/31/2014	
9. AMOUNT OF AWARD  \$ 395,481		10. DATE OF AWARD  08/31/2011	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The proposed research will implement an experimental design to assess effects that two hot spots strategies (collaborative problem solving and directed patrol), relative to control conditions, have on public perceptions of police legitimacy, fear, and willingness to act to promote collective efficacy. The design contrasts a traditional enforcement-oriented hot spots approach to place-based problem solving responses expected to change the routine activities of places over the long term. Forty-five of the hottest spots for reported crime in St Louis County, Missouri will be randomly assigned to one of three experimental conditions for six months. A time series crime-analysis and a multi-level analysis of data from three waves (pre-post-post) of adult citizen surveys (panel surveys) expected to produce 30 respondents per hot spot and 12 in each catchment area will examine the effects on crime and public opinion as well as displacement and diffusion of benefits. Officer surveys will inform about the challenges of HSP and provide recommendations for the future. ca/ncl			

**EXHIBIT C**  
**AGREEMENT CONTACTS**

<b>University Contacts</b>	<b>Subgrantee Contacts</b>
<b>Administrative:</b>	
Sonjie Schwartz Senior Contract and Post Awards Specialist Office of Sponsored Projects Administration Woody Hall C206 Mailcode 4709 Southern Illinois University Carbondale, Illinois 62901	William Howe Executive Director Division of Operational Support St. Louis County Police Department 7900 Forsyth Clayton, Mo. 63105
Phone: 618-453-4541 Fax: 618-453-8038 <a href="mailto:sonjie@siu.edu">sonjie@siu.edu</a>	Phone: (314) 615-7827 Fax: (314) 615-0316 <a href="mailto:whowe@stlouisco.com">whowe@stlouisco.com</a>
<b>Financial:</b>	
Jeff Tally Manager Grant and Contract Accounting MC 6812 101 Thalman Hall Southern Illinois University Carbondale, Illinois 62901	Tari Moran Accountant III Fiscal Services St. Louis County Police Department 7900 Forsyth Clayton, Mo. 63105
Phone: 618-536-2610 Fax: 618-536-2630 <a href="mailto:jtally@siu.edu">jtally@siu.edu</a>	Phone: (314) 615-7144 Fax: (314) 615-5453 <a href="mailto:tmoran@stlouisco.com">tmoran@stlouisco.com</a>
<b>Authorized Official:</b>	
John A. Koropchak Vice Chancellor for Research and Graduate Dean Office of Sponsored Projects Administration Woody Hall C206, Mailcode 4709 Southern Illinois University Carbondale, Illinois 62901	Charlie Dooley County Executive St. Louis County Government 41 South Central Clayton, Mo. 63105
Phone: 618-453-4540 Fax: 618-453-8038 <a href="mailto:ospa@siu.edu">ospa@siu.edu</a>	Phone: (314) 615-7016 Fax: (314) 615-3727 <a href="mailto:cdooley@stlouisco.com">cdooley@stlouisco.com</a>

**SPECIAL PROVISIONS  
SIU FORM 2012  
Certifications, Clauses, and/or Regulations**

IF CHECKED, (X) THE FOLLOWING CERTIFICATIONS, CLAUSES, AND/OR REGULATIONS ARE INCORPORATED BY REFERENCE IN THIS SUBCONTRACT WITH THE SAME FORCE AND EFFECT AS THOUGH HEREIN SET FORTH IN FULL TEXT. REFERENCES TO REGULATIONS ARE AS OF THE DATE OF THIS SUBCONTRACT. FOR PURPOSES OF THIS FORM, THE TERMS SUBCONTRACT, SUBGRANT, SUBAWARD ARE INTERCHANGEABLE.

If Subcontract is awarded under a federally sponsored grant or cooperative agreement, the terms and conditions of OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Educational Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," if applicable, are incorporated herein.

**(X) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)**

Subgrantee certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (b) Have not within a three-year period preceding award of this subcontract been convicted of or had a civil judgment rendered against them for commission 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destructions of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally charged by a governmental entity Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have not within a three-year preceding award of this subcontract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**ANTI-KICKBACK ACT OF 1986**

- (X ) The applicable provisions of the Anti-Kickback Act of 1986, as set forth in FAR 3.502.2, FAR 3.502-3 and FAR 52.203-7 are hereby incorporated herein by reference. Subgrantee certifies that it is in compliance with said Act.

**CERTIFICATION REGARDING LOBBYING**

- (X ) Subgrantee certifies, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

Exhibit D

into of any cooperative agreement, and 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 the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit "disclosure Form to Report Lobbying."
- (c) The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **COST PRINCIPLES**

The allowability of costs under this Subcontract shall be determined in accordance with the following:

### **Federal Acquisition Regulations**

- ( ) Subcontracts with Educational Institutions - FAR, Sub-part 31.3
- ( ) Subcontracts with State and Local Governments - FAR, Subpart 31.6
- ( ) Subcontracts with Non-Profit Organizations - FAR, Subpart 31.7
- ( ) Subcontracts with Commercial Organizations - FAR, Sub-part 31.2

### **OMB Circulars**

- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations
- ( ) OMB Circular A-122 Cost Principles for Non-Profit Organizations
- ( ) OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Government

**FEDERAL TRANSPARENCY ACT REQUIREMENTS**

Primary Place of Performance of Project funded under this Agreement (city, state, congressional district, country): \_\_\_\_\_

DUNS Number of Subgrantee: 07-591-3061

Is Subgrantee currently registered in Central Contractor Registration?  Yes  No

NAICS Code: 38EJ8

Provide the names and total compensation of the five (5) most highly compensated officers of the subrecipient entity if:

- 1) The Subgrantee in its preceding fiscal year received:
  - i. 80 percent or more of its annual gross revenues in Federal awards; AND
  - ii. \$25,000,000 or more in annual revenues from Federal awards; AND
- 2) The public does NOT have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USC §6104).

Check here if your institution is exempt from providing this information because it meets the exception criteria described above otherwise provide the information requested below.

Subgrantee Officer's Name	Total Compensation
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____

**ASSIGNMENTS**

- (X) This agreement may not be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld.

**REPORTS**

- (X) The Subgrantee shall submit reports in such quantity and frequency as determined reasonably appropriate by the University's project director. Such reports shall note progress made toward achievement of the study objectives and any deviation from the schedules, methods and tasks established in the research proposal and detailed work plan.
- ( ) The Subgrantee shall submit reports as set forth in Scope of Work and/or the proposal as incorporated in the subcontract by reference.

- ( ) Other Reporting requirements as shown:

#### AUDIT OF BOOKS/RECORDS RETENTION

- (X) Notwithstanding any other conditions of this agreement, the records and financial statements of the Subgrantee related to the performance of this contract or subcontract thereunder and necessary to support the amount charged under this contract or subcontract or to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be reasonably made available upon request, at the Subgrantee's regular place of business, for examination, as appropriate, by the University, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, the Auditor General of the State of Illinois, or their duly authorized representative(s). the Subgrantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.
- (X) Financial reports, supporting documents and other records pertinent to this agreement shall be retained by the Subgrantee for a period of three (3) years from the date of final payment or completion of the contract except that records that relate to audit, appeals, litigation or the settlement of claims arising out of performance of this agreement shall be retained until such audits, appeals, litigation or claims have been disposed of. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. The Subgrantee or its Subgrantee thereunder agrees to cooperate fully with any audit. The Subgrantee agrees to include this paragraph in all subcontracts issued under this contract. (30 ILCS 500/20-65).
- (X) This agreement is subject to the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations". If required by the provisions of A-133, Subgrantee shall have an audit performed in accordance with applicable statutory requirements of OMB Circular A-110 "Uniform Requirements for Grants to Universities, Hospitals, and Other Nonprofit Organizations", as appropriate. Subgrantee shall provide to the University the requisite written notification that there were no audit findings related to the award, or, the Subgrantee shall submit the audit reporting package, either of which must be transmitted to the University no later than nine (9) months following the end of the Subgrantee's fiscal year.

#### COST-SHARING

- (X) If required by the University's Prime Award: Subgrantee agrees to provide adequate documentation in support of any cost-sharing indicated in the Subgrantee's proposal/budget attached hereto and/or incorporated herein by reference. Failure to provide such documentation may delay the University's ability to remit payments in response to Subgrantee's billings submitted pursuant to this Subgrant.

**CONTRACT CERTIFICATIONS-ILLINOIS (all apply)**

**Herinafter the term “Contractor” or “Proposer” shall be used to refer to the Entity entering into the Contract, Grant, or Other Agreement with Southern Illinois University and certifying the truth of the information contained herein.**

**ALTERATION / MODIFICATION OF ORIGINAL DOCUMENTS**

The Proposer certifies that no alterations or modifications may be made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. The Proposer understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

**APPROPRIATION CONTINGENCY CLAUSE**

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. (30 ILCS 500/20-60(b))

**BID-RIGGING/BID-ROTATING CERTIFICATION**

The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**BRIBERY CLAUSE**

The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-5. Section 50-5 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor has made an admission of guilt of such conduct which is a matter of record. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

**DEBT DELINQUENCY CERTIFICATION**

The contractor certifies that it, and any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11. Section 50-11 prohibits a contractor from entering into a contract with a State agency if the contractor knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

**DOMESTIC PRODUCTS ACT**

The Contractor certifies that all articles to be provided under this contract have been or will be manufactured in the United States. The Contractor understands that, if he/she knowingly supplies non-US manufactured goods, he/she will be subject to penalties under the Procurement of Domestic Products Act (PA 93-0954) that include debarment for five years, voiding of the contract, and civil damages.

**DRUG FREE WORKPLACE**

Exhibit D

The Contractor certifies compliance with all provisions of the Drug Free Work Place Act (30 ILCS 580/1 et seq.). If an individual, Contractor certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

**EDUCATIONAL LOANS (applicable to individuals, sole proprietorships, partnerships and LLCs)**  
The Contractor certifies that he/she is not in default on an educational loan as provided in Public Act 85-827. (5 ILCS 385/3)

**DISCLOSURE OF BUSINESS IN IRAN**

You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to:

- (a) The Government of Iran;
- (b) Companies in which the Government of Iran has any direct or indirect equity share;
- (c) Consortiums or projects commissioned by the Government of Iran; or
- (d) Companies involved in consortiums or projects commissioned by the Government of Iran;

AND

(1) More than 10% of the company's revenues produced in, or assets located in, Iran involve oil-related activities or mineral extraction activities; less than 75% of the company's revenues produced in, or assets located in, Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action;

OR

(2) The company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

NO, the above information does NOT apply to our firm.

YES, the above information DOES apply to our firm. We understand that the University is required to notify the State Comptroller of this disclosure.

**ENVIRONMENTAL PROTECTION ACT (SECTION 42)**

The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-14. Section 50-14 prohibits a contractor from entering into a contract with a State agency if the contractor has been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last 5 years. The contractor further acknowledges that the contracting State agency may declare the related contract void if this certification is false.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105)

**EXCLUSIONS PARTY LIST CERTIFICATION:**

Exhibit D

Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate contract without penalty to University if Contractor becomes excluded during life of this Contract.

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. CONTRACTOR shall be required to ensure all work under the contract complies with FERPA and to indemnify and hold harmless the UNIVERSITY from any claims, complaints, and/or causes of action arising from an alleged violation of FERPA.

**FELONS CERTIFICATION**

The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The use and disclosure of patient health information and medical information is subject to compliance with applicable state and federal privacy laws. All uses and disclosures of protected health information shall be in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its promulgated regulations under 45 C.F.R. Parts 160 and 164. CONTRACTOR shall be required to indemnify and hold harmless the UNIVERSITY from any claims, complaints, and/or causes of action arising from an alleged violation of HIPAA.

**ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT (IITAA)**

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

**ILLINOIS USE TAX CERTIFICATION**

The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-12. Section 50-12 prohibits a contractor from entering into a contract with a State agency if the contractor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further

acknowledges that the chief procurement officer may declare the related contract void if this certification is false

#### **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under this Act. (30 ILCS 582/1 et seq.)

#### **LEAD POISONING CERTIFICATION**

Pursuant to P.A. 94-879, if vendor [contractor, bidder, proposer] is the owner of residential rental property in Illinois, vendor [contractor, bidder, proposer] certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.

#### **MULTI-YEAR CONTRACTS**

Anything in the Agreement to the contrary notwithstanding, if the term of this agreement extends beyond the end of the current fiscal year the Agreement is subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanisms, in any fiscal year for which the General Assembly (or other funding source, if applicable) fails to make adequate appropriation to cover the agency's procurement obligations.

#### **OUT OF STATE PREFERENCES**

If you are an out-of-state Proposer, (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state Proposer, what is the percentage preference?

\_\_\_\_\_ %

#### **REVOLVING DOOR**

Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

#### **RIGHT TO AUDIT CLAUSE**

Contractor agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of 3 years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, chief procurement officer, internal auditor, and the purchasing agency. (30 ILCS 500/20-65)

#### **PROHIBITED BIDDERS & CONTRACTORS (SARBANES-OXLEY ACT)**

The contractor certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5. Section 50-10.5 prohibits a contractor from entering into a contract with a State agency if the contractor, or any officer, director, partner, or other managerial agent of contractor, has been convicted within the last 5 years of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if the contractor is in violation of Subsection (e). The contractor further acknowledges that the chief procurement officer shall declare the related contract void if this certification is false.

#### **STATE BOARD OF ELECTIONS REGISTRATION (P.A. 95-971)**

In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

**Exhibit D**

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the official certificate of registration as issued by the State Board of elections is attached.

(or)

Vendor is not required to register as a business entity with the State Board of Elections since it is a Not-for-Profit entity.

**STATE PROHIBITION OF GOODS FROM CHILD LABOR ACT**

The Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

**STATE PROHIBITION OF GOODS FROM FORCED LABOR ACT**

The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

**SUCCESSOR VENDOR CLAUSE IN SERVICE CONTRACTS**

As provided in Section 25-80 of the Procurement Code, in order to be considered "responsible" under the Code any successor company to the winning bidder or offeror on a service contract (except for heating and air conditioning, plumbing, or electrical services) must certify to the University that it shall offer to assume the collective bargaining obligations of the prior employer relative to the services covered by the contract and shall offer employment to all employees of the prior employer who perform work similar to that covered by the contract.

**US CIVIL RIGHTS ACT/FEDERAL REHABILITATION ACT (SEC 504)/AMERICANS WITH DISABILITIES ACT**

Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 ET SEQ.) and applicable rules in performance under this Contract.

**VENDOR LEGAL AUTHORIZATION**

Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

Under penalties of perjury, Subgrantee certifies that the name, taxpayer identification number and legal status listed below are correct.

Name: St Louis County

Taxpayer Identification Number:

Exhibit D

Social Security number \_\_\_\_\_  
or  
Employer Identification number: 43-6003242

If Subgrantee is an individual, enter Subgrantee's name and SSN as it appears on Subgrantee's 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. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Legal Status (please check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input checked="" type="checkbox"/> Governmental Entity                     |
| <input type="checkbox"/> Owner of Sole Proprietorship  | <input type="checkbox"/> Nonresident Alien Individual                       |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or Legal Trust                              |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy (Non-Corp.)                               |
| <input type="checkbox"/> Corporation Providing or Billing Medical And/or Health Care Service     | <input type="checkbox"/> Pharmacy/Funeral                                   |
| <input type="checkbox"/> Corporation NOT Providing or Billing Medical And/or Health Care Service | <input type="checkbox"/> Home/Cemetery                                      |
| <input type="checkbox"/> Other:  | <input type="checkbox"/> Foreign Corporation, Partnership, Estate, or Trust |

SUBGRANTEE

By: Col Terster

Title: Capt of Police

Date: 7/19/12