

COLES COUNTY BOARD
Regular Meeting
July 11, 2017

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Travis Coffey, Paul Daily, Mark Degler, Jan Eads, Brian Marvin, Nancy Purdy, Cory Sanders, Rick Shook, and Mike Zuhone with Chairman Stan Metzger presiding. Absent was member Marc Weber.

Following the Pledge to the Flag, the Invocation was given by Chairman Stan Metzger.

AMENDMENT TO THE AGENDA

Motion was made by Zuhone, seconded by Bell to allow public comment before the appointments.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)
NAYS: None (0)
ABSENT: Weber (1)

PUBLIC COMMENT

Public comments were heard from the following regarding the mass appraisals of commercial and industrial properties:

Rob Perry, James DiNaso, and Rex Dukeman

APPROVAL OF MINUTES

Motion was made by Marvin, seconded by Purdy to approve the June 13, 2017, County Board minutes.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)
NAYS: None (0)
ABSENT: Weber (1)

APPOINTMENT TO THE MENTAL HEALTH BOARD

Appointment was made by Metzger, to appoint Curt Schaefer to the Mental Health Board until June, 2021, with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)
NAYS: None (0)
ABSENT: Weber (1)

APPOINTMENTS TO THE BOARD OF REVIEW

Appointments were made by Metzger, to appoint Matthew Frederick and Gerald Herman until June 2019, with the consent of the County Board.

AYES: Bell, Daily, Degler, Eads, Metzger, Purdy, Weber, Zuhone (8)

NAYS: Coffey, Sanders, Shook (3)

ABSENT: Weber (1)

DIAL-A-RIDE CONTRACT WITH THE COUNTY

For a copy of the contract see pages 3630

Upon motion by Daily, seconded by Purdy

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Weber (1)

CONSOLIDATED VEHICLE PROCUREMENT GRANT AGREEMENT

For a copy of the agreement see pages 3631 - 3657

Upon motion by Daily, seconded by Coffey.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Weber (1)

RESOLUTION TO AWARD TR - 77 (EAST OAKLAND TOWNSHIP)

For a copy of the resolution see page 3658

Upon motion by Zuhone, seconded by Daily.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)

NAYS: None (0)

ABSENT: Weber (1)

RESOLUTION: SENIOR CITIZENS TAX LEVY APPROPRIATION

For a copy of the resolution see page 3659

Upon motion by Eads, seconded by Purdy.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)
NAYS: None (0)
ABSENT: Weber (1)

APPOINTMENTS

1. One appointment to the Eastern Illinois Development Authority
2. One appointment to the North Fork Conservancy District

ADJOURNED

Upon motion by Daily, seconded by Degler the Coles County Board was adjourned at 7:43 p.m.

AYES: Bell, Coffey, Daily, Degler, Eads, Marvin, Metzger,
Purdy, Sanders, Shook, Zuhone (11)
NAYS: None (0)
ABSENT: Weber (1)

ATTEST:



County Clerk





Resolution Sample Language

No. CY 17 5311

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE County of Coles:

Section 1. That an application be made to the Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of offsetting certain public transportation facility capital costs of Coles County.

Section 2. That Stan Metzger of the Coles County Board is hereby authorized and directed to execute and file on behalf of the County of Coles such application.

Section 3. That the Chairperson of the County of Coles is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That Chairperson of the County of Coles is hereby authorized and directed to execute and file on behalf of the County of Coles all required Grant Agreements with the Illinois Department of Transportation.

PRESENT and ADOPTED the _____ day of _____, 20 _____

(Signature of Official)

ATTEST:

Chairperson _____
Title

County Clerk _____
Title

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION
AND

Coles County

CONSOLIDATED VEHICLE PROCUREMENT GRANT AGREEMENT

CONTRACT NO. 4478-CVP

STATE GRANT NO. CAP-14-1080-CVP

STATE PROGRAM:

Downstate Capital Improvement Program

Approved as to Form
By Chief Counsel's Office
REV: 7/8/14
CVP (No DOL)

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Exhibit A, entitled "Grantee's Application" (on file with the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "IDOT & FTA Assistance Programs Certifications & Assurances" (on file with the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file with the Department)

This Contract No. 4478-CVP (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and Coles County (hereinafter referred to as the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee is undertaking either a general public transit or specialized transportation capital project (the "Project") as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A" hereto; and

WHEREAS, the Grantee is an eligible grant recipient and the Project is an eligible project under either the Federal Transit Act and the provisions of the Illinois Civil Administrative Code, 20 ILCS 2705/2705 - 1 et. seq. (hereinafter together referred to as "Acts") or both; and

WHEREAS, the Grantee has made application to the Department for federal and/or state aid for the Project in accordance with one or both of the Acts and pursuant to the procedures established by the Department; and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide state and/or federal financial assistance to the Grantee in the form of a capital grant (hereinafter referred to as the "Grant"), to set forth the terms and conditions upon which the Grant will be made and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used. The parties further agree as follows:

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "U.S. DOT" means the United States Department of Transportation.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation.
- C. "Government" means both the United States federal government and the State of Illinois state government or any of its federal or state agencies.
- D. "Contractor" or "Third Party Contractor" means a vendor or contractor of the Grantee, paid or financed in whole or in part with federal or state assistance.
- E. "Section 16 or 16(B)(2)" means Section 16 of the Federal Transit Act of 1992, as amended, Titled "Grants and Loans for Special Needs of Elderly Individuals and Individuals with Disabilities" and now codified as 49 U.S.C. § 5310. Any reference in any law, regulation, document, paper, or other record of Section 16 or 16(B)(2) shall be deemed a reference to 49 U.S.C. § 5310.
- F. "Section 3" means Section 3 of the Federal Transit Act, as amended and now codified as 49 U.S.C. § 5309.
- G. "Special Transportation Service" means transportation service designed to meet the special needs of elderly persons and persons with disabilities for whom ordinary mass transportation services are unavailable, insufficient or inappropriate and provided in the service area described in the Grantees final, approved application.
- H. "Total Project Cost" means the total cost of the project equipment.

I. "Project" means the mass transportation capital project for which grant funds are to be used pursuant to this Agreement, as described in the Grantee's final approved application.

J. "Project Equipment" means any equipment purchased or acquired pursuant to this Agreement.

ITEM 2 - THE PROJECT

The Grantee agrees to undertake and complete the Project and to use the Project Equipment, in the manner set forth in the Grantee's final approved application on file with the Department for the amounts set forth in the Approved Project Budget, a copy of which is attached hereto and incorporated herein as Exhibit B, and in accordance with the requirements of this Agreement and all applicable laws and regulations. The Department shall, on behalf of the Grantee, purchase the following generally described equipment (hereinafter "Project Equipment"):

1 Medium Duty Paratransit Vehicle w/ Lift 1 Super-Medium Duty Paratransit Vehicle w/ Lift
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ITEM 3 - AMOUNT OF GRANT

The Approved Project Budget is set forth in Exhibit B hereto. The Department, on behalf of the Grantee, has purchased or will purchase the Project Equipment using **100 percent State funds**. The total project cost is \$147,806.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project in conformity with the latest Approved Project Budget. The Approved Project Budget may be revised from time to time upon approval by authorized Department personnel, but no Budget or revision thereof shall be effective unless and until the Department shall have approved the same in writing. However, any amendment to the Approved Project Budget shall be in accordance with the provisions of ITEM 30.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement, and that all prior arrangements and understandings related hereto are merged into or superseded by this Agreement.

The Parties hereto further agree that this Agreement consists of this Consolidated Vehicle Procurement Grant Agreement; together with Exhibit "A", entitled "Grantee's Application" (on file with the Department); Exhibit "B", entitled "Approved Project Budget"; Exhibit "C", entitled "IDOT & FTA Assistance Programs Certifications and Assurances" (on file with the Department); and Exhibit "D", the "Grantee's Board Resolution" (on file with the Department); all of which are, by this reference, specifically incorporated herein and made a part hereof.

ITEM 6 – APPROPRIATION OF FUNDS

- A. Illinois Grant Funds Recovery Act - Since grant funds are being disbursed by the State Comptroller pursuant to an appropriation made by the General Assembly to a named entity or person, this Grant is not subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. Should this Grant be subject to the Act, then the applicable provisions shall apply.
- B. Failure to Appropriate Funds - This Grant is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. The Grantee understands and agrees that the obligations of the Department are conditional upon funds being appropriated therefore by the General Assembly, and the Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.
- C. If federal funds are to be used for this Project, this Grant is contingent upon the Department's receipt of the federal funds for this Project and the Grantee meeting all federal requirements.

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time, will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either FTA or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all sub-grantee agreements and third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project.

Specifically, the Grantee and Contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Changed Conditions Affecting Performance - The Grantee shall immediately notify the Department of any change in conditions (including its legal, financial or technical capacity) or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

- D. No Government Obligations to Third Parties - The Government shall not be subject to any obligations or liabilities by, through, or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Government of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract or subcontract financed in whole or in part with federal and/or state assistance.
- E. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- F. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee will continue to have primarily responsibility to the Department and FTA for compliance with all federal and state requirements published in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

ITEM 8 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly or by contract or service agreement, as the case may be, the service for which this Project Equipment is being acquired or constructed, as such service(s) is described in the Grantee's final, approved application. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Grantee shall give written notice of the proposed action (or shall require the operator of such service to give such notice) to the Department.

ITEM 9 - REAL PROPERTY, EQUIPMENT, AND SUPPLIES

The Grantee acknowledges that the Government retains an interest in the Project Equipment until, and to the extent, that the Government relinquishes its interest in such Project Equipment. Unless otherwise approved by the Department, the following conditions apply to equipment financed under this Agreement:

- A. Use of Project Equipment - The Grantee agrees that the Project Equipment will be used for the provision of general public transit or specialized transportation service within the Grantee's service area substantially in the manner described in the Grantee's final, approved application. The Grantee shall keep satisfactory records with regard to the use of the Project Equipment and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM. Such Project Equipment shall be used for the useful life of such Project Equipment as determined in accordance with the Department guidelines. If, during such period, such Project Equipment is not used for the Project as required by the terms of this Agreement, or is sold, or otherwise disposed of, or is withdrawn from service at the initiative of the Grantee, the Grantee shall immediately notify the Department, and shall at the Department's discretion, and as provided in Department guidelines, either transfer the Project Equipment as directed by the Department or remit to the Department a proportional amount of the fair market value, if any, of such Project Equipment.

The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect the Project Equipment throughout the period of required use or useful life. The cost of such insurance shall not be an item of allowable cost under this Agreement.

- B. Maintenance - The Grantee agrees to maintain any Project Equipment at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives,

or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department) including 49 CFR Parts 18.31-18.34 and 19.30-19.37. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. The Grantee must establish and follow a written maintenance plan which includes pre-trip inspections, preventive maintenance program, and documentation of repairs. The Department and/or FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Department reserves the right to require the Grantee to restore, repair, or replace Project Equipment or pay for damage as a result of abuse, neglect, or misuse of such Project Equipment.

If, at any time during the useful life of the Project Equipment, any of the Project Equipment is not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Equipment. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Property

- (1) Grantee Request - The Grantee may transfer Project Equipment financed in whole or in part by the Government to an eligible recipient to be used for any public or specialized purpose with no further obligation to the Government, provided that the transfer is authorized by the Department (and FTA, if necessary), and conforms with the requirements of 49 U.S.C. § 5334(h)(1) through (h)(3).
- (2) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title to any Project Equipment financed with federal and/or state assistance made available by this Agreement. The Grantee also agrees that the Government may direct the disposition of Project Equipment financed with federal and/or state assistance funds made available under this Agreement, or otherwise account for Project Equipment, as set forth by 49 CFR Parts 18.31 and 18.32.

D. Withdrawn Property - If any Project Equipment is not used in general public or specialized transportation service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof within thirty (30) calendar days prior to the date of disposition.

- (1) Federal and/or State Interest in Property - Unless otherwise approved by the Government, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of the Project Equipment whose unit value exceeds \$5,000. The amount of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Equipment to the actual cost of the Project.
- (2) Fair Market Value - The following requirements apply to the calculation of fair market value.
 - a) Project Equipment - Unless otherwise approved in writing by the Department, the fair market value of any of the Project Equipment to be withdrawn will be the value at the time immediately before the occurrence that prompted the withdrawal of the Project Equipment from transit use. The fair market value shall be calculated by one of the following: (1) appraised value consistent with state and federal standards; (2) straight line depreciation of the Project Equipment based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Equipment from transit use; or (3) the actual proceeds from the public sale of such property, whichever method is approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project

Equipment lost or damaged by casualty or fire will be calculated on the basis of the condition of such property immediately before the casualty or fire, irrespective of the extent of insurance coverage.

- b) **Exceptional Circumstances** - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular item of property that, for any reason, has been withdrawn from service.
- E. **Misused or Damaged Property** - If damage to any of the Project Equipment results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore that Project Equipment to its original condition at the Grantee's sole expense, or refund the fair market value of the Government interest in the such damaged Project Equipment.
- F. **Obligations After Project Close-Out** - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- G. **Title to Project Equipment & Grant of Security Interest**
- (1) **Title** - Title to Project Equipment shall be in the Grantee's name, subject to the restrictions on the use and disposition of the Project Equipment as set forth in this Agreement.
- (2) **Security Interest** - If not already conveyed or provided to the Department, the Grantee hereby grants to the Department, and acknowledges, a security interest of the Department in the Project Equipment. The Grantee, pursuant to 625 ILCS 5/3-203, shall name the State of Illinois as lienholder on the space provided therefore on the Certificate of Title or on a separate form the Illinois Secretary of State prescribes, and shall state the following information in the space provided:
- State of Illinois
Department of Transportation
100 W. Randolph Street, Suite 6-600
Chicago, Illinois 60601
- The Department shall, after receiving the Certificate of Title from the Secretary of State, deliver to the Grantee the Certificate of Title. The Grantee shall not grant any other security interest in, or otherwise encumber the Project Equipment, without the written approval of the Department.
- H. **Encumbrance of Project Property** - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
- (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any Project Equipment; or
- (2) Obligating itself in any manner to any third party with respect to Project Equipment which could result in an encumbrance of any of the Project Equipment.

- I. Insurance Proceeds – If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Equipment, the Grantee agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Equipment taken out of service; or
 - (2) Return to the Government an amount equal to the remaining Government interest in the damaged or destroyed Project Equipment.

ITEM 10 - PROCUREMENT

No Grant funds pursuant to this Agreement shall be used by the Grantee to procure goods, property, or services under this Project.

ITEM 11 - ETHICS

A. Code of Conduct

- (1) Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - (a) The employee, officer, board member, or agent;
 - (b) Any member of his or her immediate family;
 - (c) His or her partner; or
 - (d) An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement.

This code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- (2) Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or the Grantee or impair the objectivity in performing the contract work.

- B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.
- C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The Department shall have the right to annul this Agreement without liability or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds, shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001, 49 U.S.C. § 5307, The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support lobbying. The Grantee certifies that it has complied with Section 1352 of Title 31 U.S.C., pertaining to the restrictions on Lobbying, and with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, and has signed the Lobbying Certification as part of Exhibit C and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Order No. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 which adopts and supplements the provisions of U.S. Office of Management and Budget, "Guidelines to Agencies on Government Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the Debarment Certification as part of Exhibit C.
- G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, 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 such grantee or third party contractor committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees and third party contractors further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

ITEM 12 – ACCOUNTING, RECORDS, AND ACCESS

- A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Account") in conformity with requirements established by the Government.

- B. **Record Retention** - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement which shall occur after the completion of settlement or audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or FTA (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Government for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- C. **General Audit and Inspection** - Pursuant to all applicable Office of Management and Budget Circulars, the Grantee shall permit, and shall require its contractors to permit the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, reports, materials, payrolls, and other data and records, with regard to the Project, and to audit the books, records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report. All such inspections shall be performed without substantial disruption or interference with service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to maintain and repair such facilities, maintain its work schedule, or any other obligation assumed by the Grantee thereunder.
- In accordance with 49 U.S.C. § 5325(a), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the U.S. Secretary of DOT to permit the Secretary, Comptroller General of the U.S., the Department, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and audit the books, records, and accounts involved.
- D. **Project Close-Out** - Project close-out does not alter these reporting and record retention requirements.
- E. **Access to Records of Grantees** - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.
- F. **Reporting** - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.

ITEM 13 - RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for and/or require a return or other disposition of the Project Equipment (i) when the Grantee is or has been in violation of the terms of this Agreement or any other grant between the Grantee and the Department, (ii) for just cause as deemed by the Department, or (iii) when the Department determines, in its sole discretion, that the purposes of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds nor a return of the Project Equipment from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

The Grantee shall include similar provisions for suspension or termination in any of its third party contracts, including but not limited to, conditions under which such contracts may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

All obligations of the Department under this Agreement are subject to the receipt of funds by the Department from FTA and/or pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in performance of its obligations to the Grantee. No obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and/or pursuant to the "Acts".

ITEM 14 - PROJECT SETTLEMENT AND CLOSE-OUT

If applicable and either upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make settlement of the Grant described in this Agreement. The Project close-out occurs when the Department notifies the Grantee that the project has been satisfactorily completed. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 15 - GRANTEE'S WARRANTIES

The Grantee represents and warrants that it has lawfully entered into this Agreement. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The purchase of all Project Equipment, in whole or in part, pursuant to this Agreement shall be in accordance with applicable state law and federal standards. The Grantee agrees that, prior to Department execution of this Agreement, Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee; and

- B. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement; and
- C. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is attached as Exhibit C (on file with the Department).

ITEM 16 - CONTRACTS OF THE GRANTEE

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department, except where otherwise provided in Department guidelines, or otherwise specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor comply with the requirements of this Agreement in performing the contract, and the contract be subject to the terms and conditions of this Agreement.

ITEM 17 - ASSIGNMENT OF AGREEMENT

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

ITEM 18 - INDEMNIFICATION AND INSURANCE

The Grantee agrees to save harmless and indemnify the Government, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage 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 Government and its officials, employees, and agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Grantee from any or all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions, or inactions hereunder by the Grantee, or by anyone directly or indirectly employed by or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

ITEM 19 - NON-WAIVER

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 20 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 21 - LABOR LAW COMPLIANCE

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting service in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.
- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of the Safe, Accountable, Flexible, Efficient Transportation equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program - To the extent that the U.S. Secretary of Transportation determines that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for the Grantee participating in a project authorized by 49 U.S.C. Section 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. Section 5310 note, the Grantee agrees to carry out the Project in compliance with the terms and conditions of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto.

- D. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- E. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- F. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

ITEM 22 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act", 49 CFR Part 21; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.
- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:
 - 1. General Requirement: The Grantee agrees as follows:
 - a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000d, 49 U.S.C. § 5332, the Grantee agrees comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. 11246 Relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
 - b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to

carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
 3. Disabilities - In accordance with 42 U.S.C. § 12101, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
 4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable, the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.
 5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087. December 14, 2005
- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and

Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- D. **Sexual Harassment** - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5 et seq. A copy of the policies shall be provided to the Department upon request.
- E. **Disadvantaged Business Enterprise (DBE)** - To the extent required by federal law, regulation, or directive, the Department encourages all of its Grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently \$250,000 in FTA capital and operating funds, exclusive of funds for transit vehicle purchases, see 49 CFR Part 26.67 or \$100,000 in planning funds) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
 - a) "The Grantee or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
 - b) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*; and the following regulations and any amendments thereto:
 - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

- c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38;
 - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
 - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
 - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
 - j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.
3. Over-the-Road Bus Accessibility Program (OTRB) - The Grantee agrees to comply with § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

- G. Confidentiality - Drug or Alcohol Abuse - To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office And Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.* and any amendments thereto.
- H. Seat Belt Use - The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

ITEM 23 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305 (f), 49 U.S.C. § 5323(f) or (g), and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety

standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee also certifies that the Project Equipment is not financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. § 133 or 142. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. § 133 or 142 will engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604 and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ITEM 24 – NONCONSTRUCTION LABOR PROVISION

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,000 let by the Grantee in carrying out the Project:

- A. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. Further, any such contracts shall be subject to the applicable provisions of Section 102 of the Contract Work Hours and Standards Act, as amended, 40 U.S.C. §§ 3701 et seq. and 29 CFR Parts 5 and 1926. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- B. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and any applicable requirements of 40 U.S.C. §§ 3701 et seq., and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5 (b) involving overtime pay, unpaid wages and withholding for unpaid wages.

- C. State and Local Government Employees - The provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S. C. §§ 201 et seq., apply to State and local government employees participating in the FTA assisted project with the Grantee.
- D. Illinois Public Works Preference Act - To the extent applicable and consistent with state and federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
- E. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

ITEM 25 - SUBSTANCE ABUSE/DRUG FREE WORKPLACE ACT

The Grantee agrees to comply with the Illinois Drug Free Workplace Act, 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, , and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, " 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR Part 655, that implement 49 U.S.C. § 5331, and to require contractors and subcontractors, when applicable, to do the same.

ITEM 26 - PREFERENCE FOR RECYCLED PRODUCTS

To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 CFR Parts 247 - 254.

ITEM 27 - BUS TESTING

To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

ITEM 28 - ENVIRONMENTAL, CONSERVATION, AND ENERGY

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental

requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. § 1610; the Council on Environmental Quality regulations, 40 CFR Part 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.
- B. Air Quality - To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:
- (1) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93, and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
 - (2) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
 - (3) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- C. Use of Public Lands - To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project, unless the federal government makes the findings required by 49 U.S.C. § 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

- D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 *through* 1287., relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.
- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.
- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f. Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. Energy Conservation - To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", 42 U.S.C. § 4321 note.

- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors, agree to comply with the requirements of 49 U.S.C. § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ITEM 29 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ITEM 30 - AMENDMENT

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to conform thereto.

ITEM 31 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 32 - TITLES

The Parties agree that the titles of the items of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 33 - PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with Section 101(e) of the Aviation and Transportation Security Act, 49 U.S.C. § 40119(b), with the U.S. Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520, and with any other implementing regulations, requirements or guidelines that the federal government may issue.

ITEM 34 - DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Equipment or the



Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason, in any forum.

ITEM 35 – TAX-EXEMPT BOND PROCEEDS

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

ITEM 36 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 37-6000640 is its correct Federal Taxpayer Identification Number. The entity is doing business as a Public Body.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 20____, by their respective duly authorized officials.

Accepted on behalf of Coles County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

John Oimoen, Acting Director, Division of Public and Intermodal Transportation

Date



Illinois Department of Transportation

Division of Public and Intermodal Transportation
 100 West Randolph Street / Suite 6-600 / Chicago, Illinois / 60601

GRANTEE NAME: Coles County
FEDERAL TAX ID 37-6000640
PROJECT NUMBER: CAP-14-1080-CVP
CONTRACT NUMBER: 4478-CVP
CONTRACT EXECUTED:

Quantity	Description	Approved Budget	State Share (DTIF)		State Share (IJN)	
1	Medium Duty Paratransit Vehicle w/ Lift	\$55,806	45%	\$25,113	55%	\$30,693
1	Super-Medium Duty Paratransit Vehicle w/ Lift	\$92,000	45%	\$41,400	55%	\$50,600
TOTAL PROJECT COST		\$147,806	45%	\$66,513	100%	\$81,293

Project Financing		
State (DTIF)	\$66,513	45%
State (IJN)	\$81,293	100%
TOTAL PROJECT COST	\$147,806	100%

**Please note all vehicle costs are estimated

RESOLUTION TO AWARD

Sections 11-03122-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on June 8, 2017 at the hour of 10:00 A.M. for a structure replacement along TR 77 in East Oakland Township, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on May 23 and May 30, 2017; and the State's "Notice to Contractors Bulletin" on May 25 and June 1, 2017, and

WHEREAS, bids were received from 2 qualified contractors, and

WHEREAS, A.J. Walker Construction Company, 421 South 21st Street, Mattoon, IL 61938, submitted the low bid in the amount of \$ 196,121.71, and

WHEREAS, the engineer's estimate for said section was \$149,973.80.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to A.J. Walker Construction Company, 421 South 21st Street, Mattoon, IL 61938.

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 11th day of July 2017.

Sue Rennels, County Clerk (SEAL)

RESOLUTION RE: SENIOR CITIZENS PROPERTY TAX LEVY APPLICATIONS

FY 16-17

WHEREAS, the Senior Citizens Property Tax Levy Committee of Coles County has reviewed the Applications from area senior citizens organizations for funds available in FY 16-17 from the Senior Citizens Property Tax Levy, and

WHEREAS, the Senior Citizens Property Tax Levy Committee recommends that the tax levy money be allocated as follows:

<u>AGENCY</u>	FY 16-17	FY 15-16	FY 14-15
1) Council on Aging	132,600	131,729	131,572
2) Cumberland Assoc.	10,140	10,061	10,061
3) Peace Meal	13,260	13,000	13,000
TOTALS:	156,000	154,790	154,633

(Any additional tax dollars received above the original allocation estimate will be disbursed to the Coles County Council on Aging; any deficit will automatically be deducted from each funded agency on a pro-rata basis.)

NOW THEREFORE BE IT RESOLVED that the County Board of Coles County approves the above recommendations of the Senior Citizens Property Tax Levy Committee as proposed above.

DATED this 13th day of June, 2017

Chairman, Coles County Board

Coles County Clerk