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COMMITTEE REPORT
LU-21 01

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

[Signature]
[Signature]
[Signature]
[Signature]

Russ Crawford
Carroll Imig
Sam Goodland
Monica Punnett } By phone

RESOLUTION

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 21-01-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be Accepted and the petition for said Rezoning be Approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Kristal Bachman, the Tazewell County Community Development Administrator of this action.

Adopted this 27th day of January, 2021.

[Signature]
Tazewell County Board Chairman

ATTEST:

[Signature]
Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEVELL COUNTY
ON PETITION OF RICHARD ROBINSON**

(Zoning Board Case No. 21-01-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Richard Robinson for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an C-1 Neighborhood Commercial Zoning District to a R-1 Low Density Residential Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 21-01-Z as held by the Tazewell County Zoning Board of Appeals on January 5, 2021, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

WHEREAS, said report to the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) The subject property is in an area identified as "Neighborhood Commercial" on the Tazewell County Future Land Use Map. However, most property in this area is zoned and used for single-family residence. Therefore, the proposed rezoning will not be detrimental to the orderly development of Tazewell County.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

(POSITIVE) The proposed amendment will encourage single-family residence on property adjacent to single-family residential uses. Therefore, the proposed rezoning should not be detrimental to or endanger the public health, safety, morals, or general welfare of Tazewell County.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The subject property is adjacent to and close to many single-family residences. Therefore, the request is consistent with nearby uses of property.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) Most of the surrounding area is zoned R-1 Single-Family Residential. Exceptions include two adjacent parcels zoned C-1 Neighborhood Commercial. However, the predominant zoning classification in the general area of the subject property is R-1 Single-Family Residential. Therefore, the request is consistent with the zoning classifications of property nearby.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The existing zoning classification, C-1 Neighborhood Commercial District, is designed to provide commercial areas for the convenience of adjacent residential areas, and to permit only such uses as are necessary to satisfy the day-to-day shopping and service needs of persons residing in the district and adjacent areas. The property location is potentially suitable for commercial development, on a major road and near other residential and commercial uses. However, market forces have not supported the property's commercial potential, despite the property being rezoned to C-1 in 1998. Therefore, the subject property is not suitable for uses permitted under the existing zoning classification.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The subject property is of appropriate size and location for uses permitted in the R-1 Single-Family Residential zoning classification.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

(POSITIVE) Since the property's rezoning to C-1 in 1998, the trend of development in the area has been mostly single-family residential. Therefore, the trend of development in the surrounding area is supportive of the proposed rezoning.

- 8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) The subject property contains a single-family residence and outbuilding best suited for private occupancy.

- 9. *The proposed map amendment is within one and one half (1 1/2) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The subject property is within the planning boundary of the Village of Morton. The subject property is included in an area labeled "Single Family Residential" in the Village of Morton's adopted land use map. Therefore, this standard is judged to be positive.

- 10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Approval of the proposed rezoning will encourage occupancy of the existing single-family residence on the property. To bring the property up to modern commercial standard would likely require considerable modifications and expense on behalf of the property owner. Therefore, this standard is judged to be positive.

- 11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.* (POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses.

which findings of fact are hereby adopted by the County Board as the reason for approving the Rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Richard Robinson for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from a C-1 Neighborhood Commercial Zoning District to a R-1 Low Density Residential Zoning District for the following described property:

P.I.N. 05-05-27-200-009; an approximate .4 acre tract, located in part of the NE ¼ of the NE ¼ of Sec 27, T25N, R4W of the 3rd PM, Groveland Twp, Tazewell Co, IL; located at 18709 & 18723 Springfield Rd., Groveland, IL.

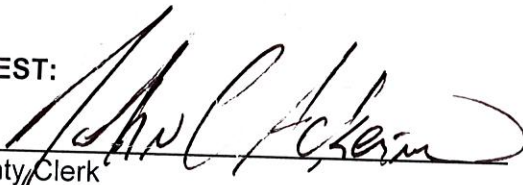
is hereby granted.

SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this 27th day of January, 2021.

Ayes 19 Nays 0 Absent 2

ATTEST:

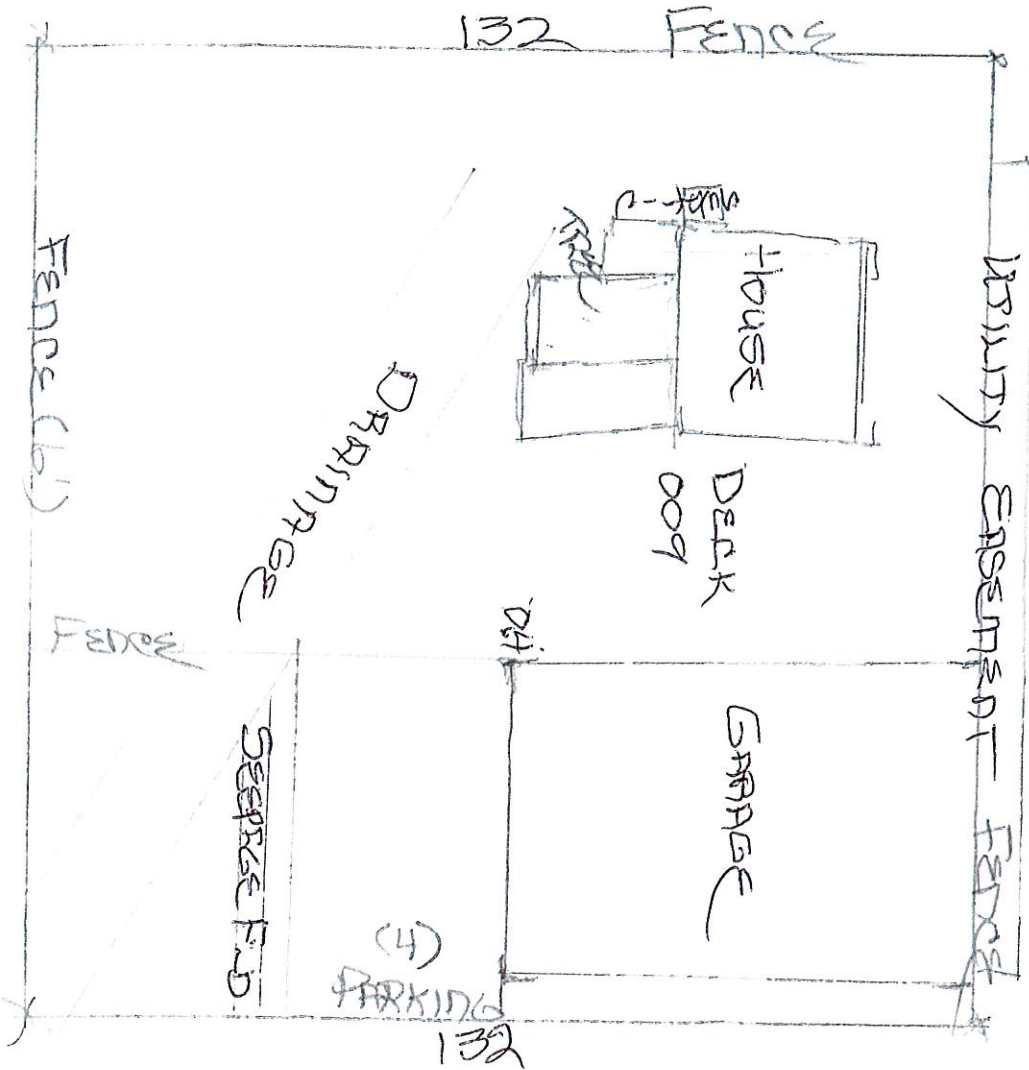


County Clerk
Tazewell County, Illinois



Chairman, County Board
Tazewell County, Illinois

SPRINGFIELD RD



ROBERTS ST.

EXHIBIT A



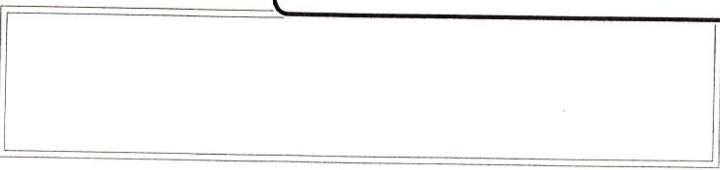
SITE

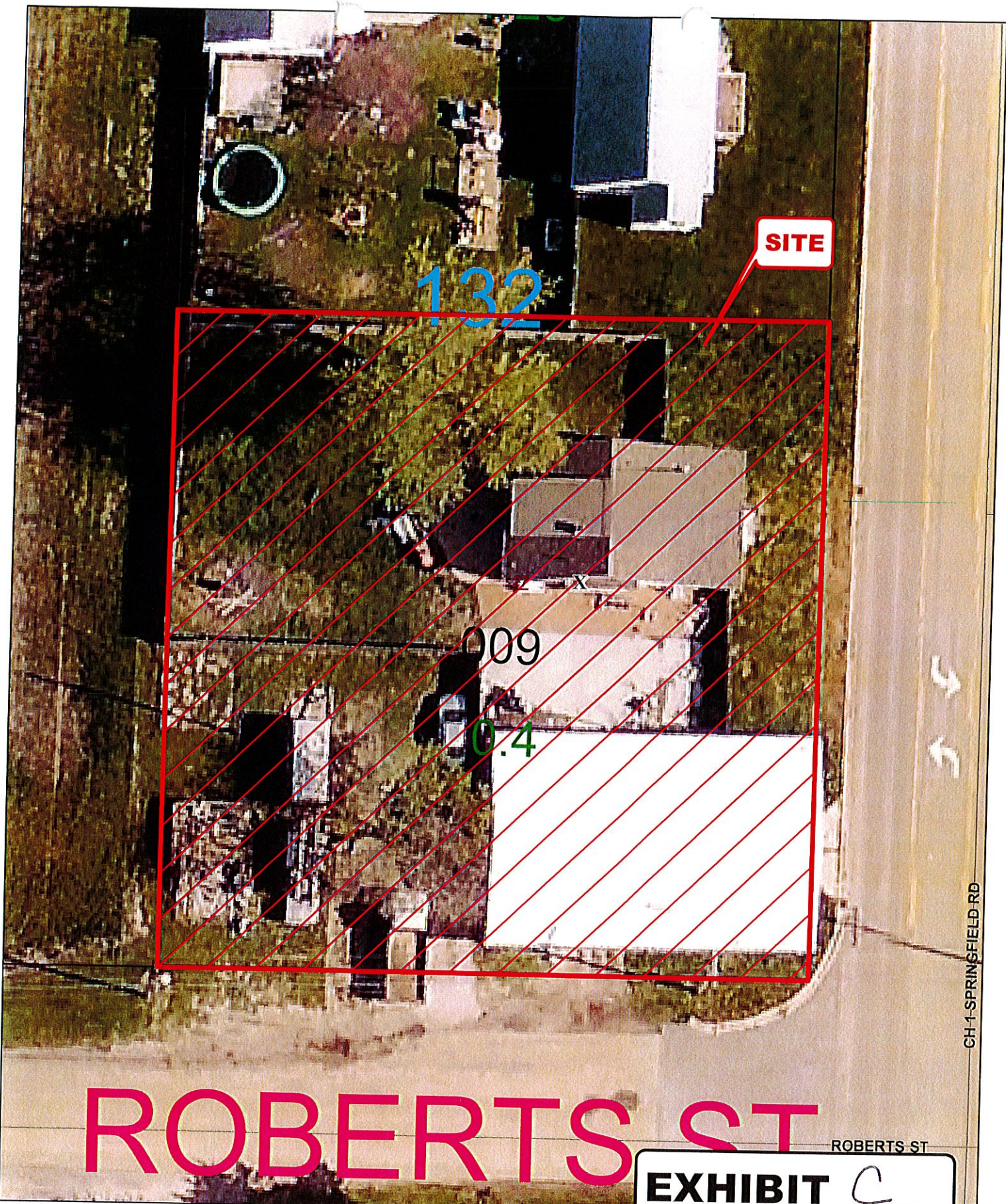
201

202

203

EXHIBIT B





SITE

132

009

0.4

CH-1 SPRINGFIELD RD

ROBERTS ST

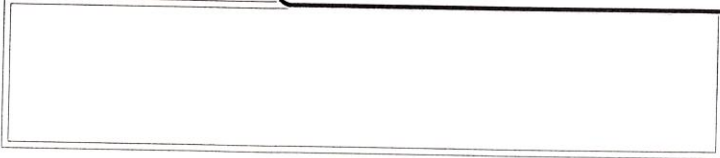
ROBERTS ST

EXHIBIT

C



0 5 10 20 30 40 Feet



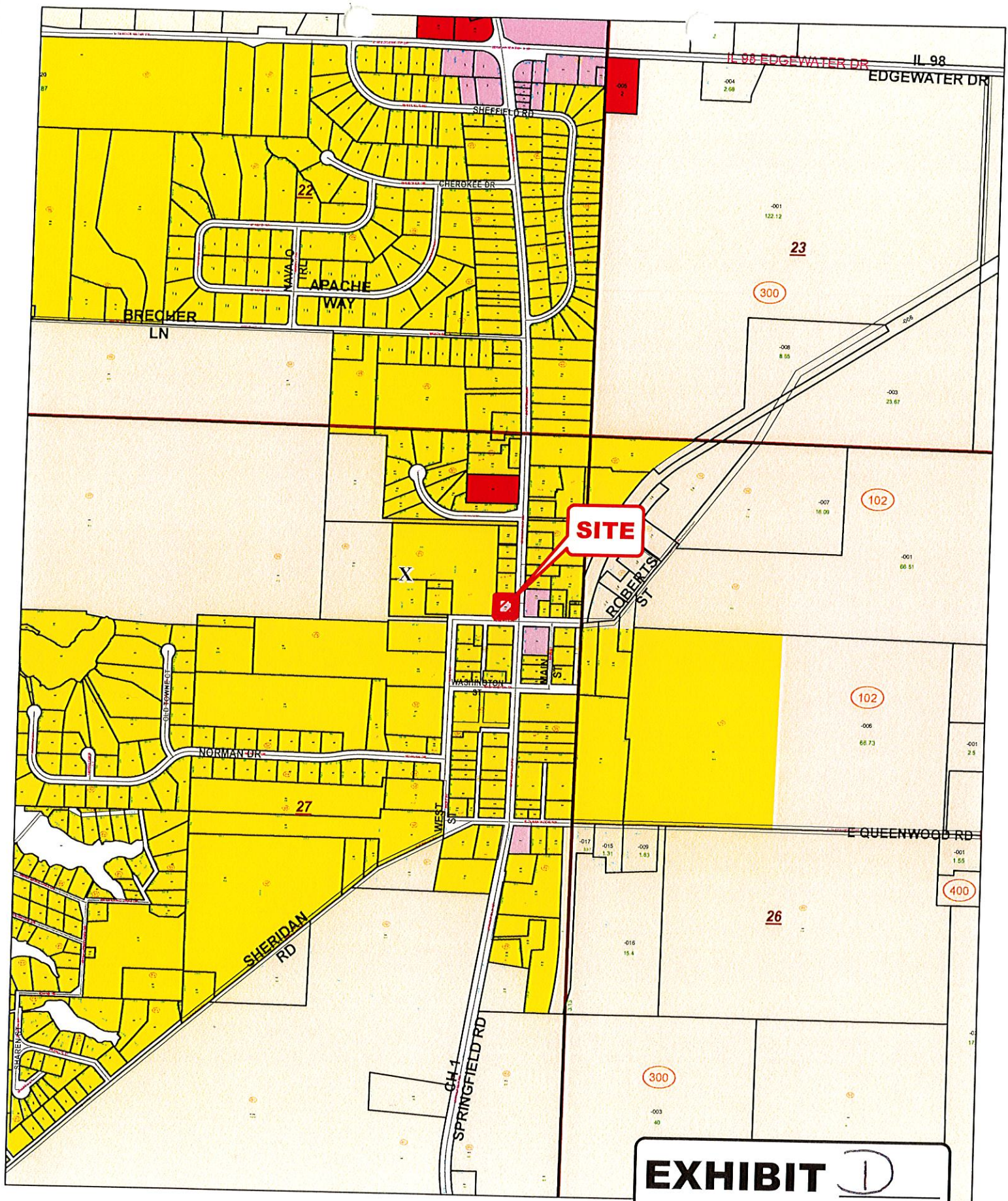


EXHIBIT D



Zoning District	
A-1	C-1
CITY	I-1
R-1	R-R
AG Area	A-2
C-2	CONS
I-2	R-2

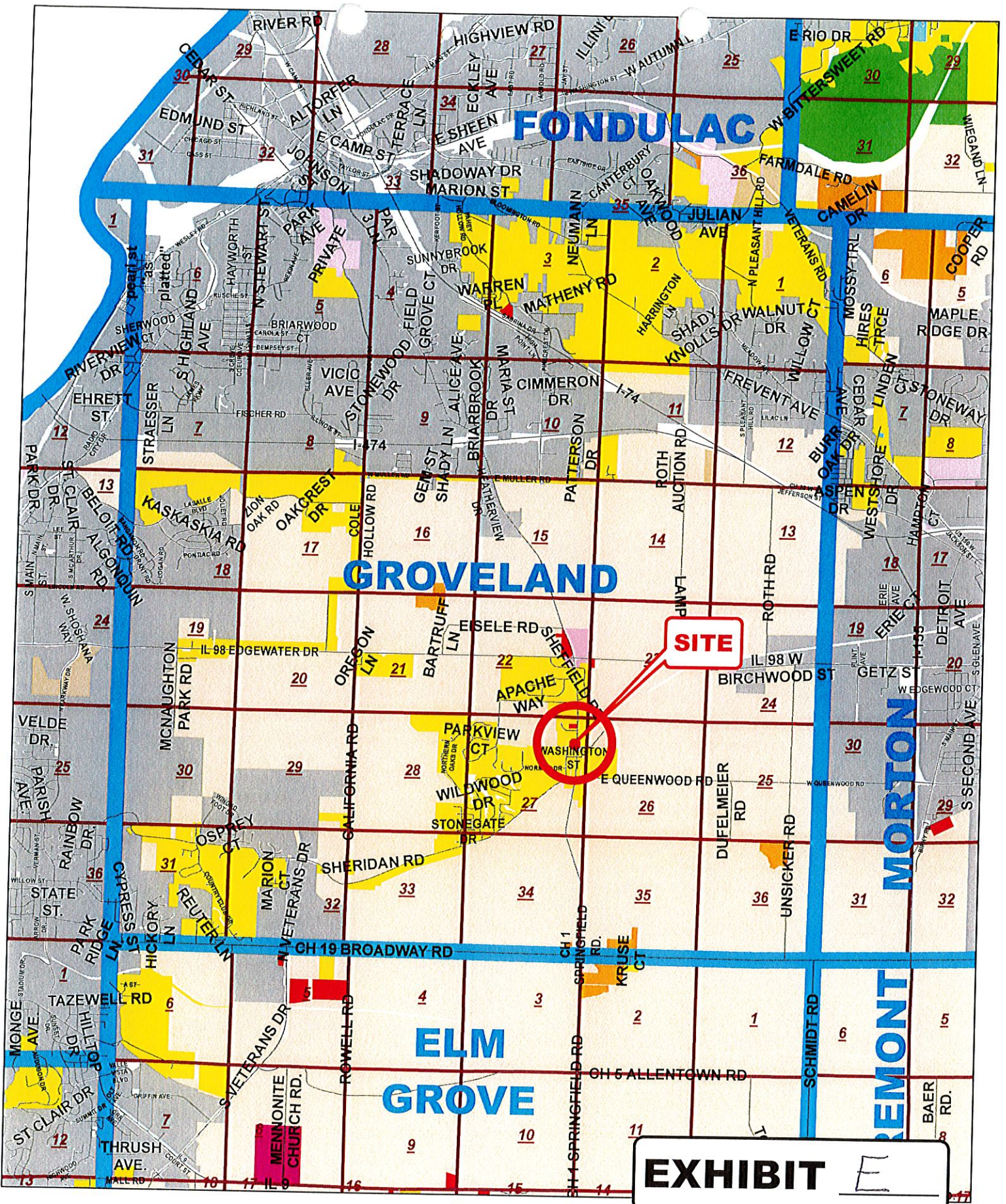


EXHIBIT E

Zoning District	A-1	C-1	CITY	I-1	R-1	R-R
	AG Area	A-2	C-2	CONS	I-2	R-2


0 1,503,100 6,200 9,300 12,400 Feet

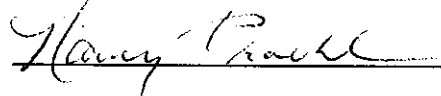



COMMITTEE REPORT

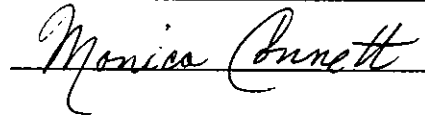
Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.





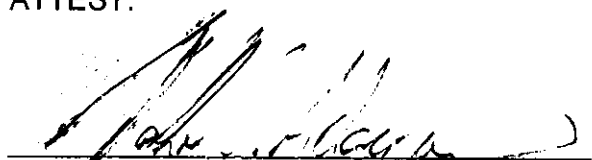





THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *five certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 27th DAY OF JANUARY, 2021

ATTEST:



County Clerk



County Board Chairman



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

SUPPLEMENTAL

Resolution No T-21-1 (P 1 of 2) Section No 150000000CS

WHEREAS, the County Board of Tazewell County has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of Fifteen Hundred Ninety-Five and 06/100 Dollars

(\$1,595.06) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from 01/01/15 to 12/31/15 and,
 beginning date ending date

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of _____ Dollars (_____) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 01/01/15 to 12/31/15 .
 beginning date ending date

I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and
 Name of Clerk County keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell at a meeting held on 01/27/21 .
 County date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of January 2021 .
 Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer, IDOT Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

Loni Meston _____
Harry Powell _____
Ben C. [unclear] _____
Monica Bennett _____

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *five certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 27th DAY OF JANUARY, 2021

ATTEST:

[Signature]
County Clerk

[Signature]
County Board Chairman



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

SUPPLEMENTAL

Resolution No T-21-2 (P 1 of 2) Section No 170000000CS

WHEREAS, the County Board of Tazewell County has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of _____ Dollars

(_____) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from 01/01/17 to 12/31/17 and, beginning date ending date

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of

Forty Seven Thousand Five Hundred Eighty Nine and 80/100 Dollars (\$47,589.80) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 01/01/17 to 12/31/17 beginning date ending date

I John C. Ackerman County Clerk in and for said County of Tazewell County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell County at a meeting held on 01/27/21 date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of January 2021 Day Month, Year

(SEAL)

Clerk Signature [Handwritten Signature]

APPROVED Regional Engineer, IDOT Date [Red Stamp: AGREEMENT OF UNDERSTANDING]

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

Loni Manton _____
Henry Pruss _____
[Signature] _____
Monica Ohnett _____

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *five certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 27th DAY OF JANUARY, 2021

ATTEST:

[Signature]
County Clerk

[Signature]
County Board Chairman



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

SUPPLEMENTAL

Resolution No T-21-3 (P 1 of 2) Section No 180000000CS

WHEREAS, the County Board of Tazewell County has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of _____ Dollars

(_____) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from

01/01/18 to 12/31/18 and, beginning date ending date

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of

Forty Three Thousand Five Hundred Thirty Seven and 04/100 Dollars (\$43,537.04) from the County's

Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 01/01/18 to 12/31/18 beginning date ending date

I John C. Ackerman County Clerk in and for said County of Tazewell County in the State of Illinois, and

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell County at a meeting held on 01/27/21 date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of January 2021 Day Month, Year

(SEAL)

Clerk Signature [Handwritten Signature]

APPROVED

Regional Engineer, IDOT Date [Red Stamp: AGREEMENT OF UNDERSTANDING]

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

Lori Minton

Nancy Brown

[Signature]

Monica Connett

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *five certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

PASSED THIS 27th DAY OF JANUARY, 2021

ATTEST:

[Signature]
County Clerk

[Signature]
County Board Chairman



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

SUPPLEMENTAL

Resolution No T-21-4 (P 1 of 2) Section No 190000000CS

WHEREAS, the County Board of Tazewell County has adopted a resolution appropriating funds for the payment of the County Engineer's salary and/or expenses.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of

_____ Dollars

(_____) from the County's Motor Fuel Tax fund for the purpose of paying the County Engineer's salary from

01/01/19 to 12/31/19 and, beginning date ending date

BE IT FURTHER RESOLVED, by the Tazewell County Board that there is hereby appropriated the sum of

Forty Seven Thousand Five Hundred Fifty One and 35/100 Dollars (\$47,551.35) from the County's

Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 01/01/19 to 12/31/19 beginning date ending date

I John C. Ackerman County Clerk in and for said County of Tazewell County in the State of Illinois, and

keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell County at a meeting held on 01/27/21 date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of January 2021 Day Month Year

(SEAL)

Clerk Signature [Handwritten Signature]

APPROVED

Regional Engineer, IDOT

Date

AGREEMENT OF UNDERSTANDING [Red Stamp]

COMMITTEE REPORT

HS-21-01

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Washington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$13,627.20; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2021.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Mayor of Washington and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

ORDINANCE NO. 3410

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR ANIMAL AND RABIES CONTROL SERVICES

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for animal and rabies control services, a copy of which is attached hereto as Exhibit "A", and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit "A", and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 2nd day of November, 2020.

AYES: -7- Blundy, Brownfield, Butler, Cobb, Dingledine, Stevens, Yoder

NAYS: -0-

ATTEST:

Valu Brod
City Clerk

Harry W. Mamer
Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Washington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

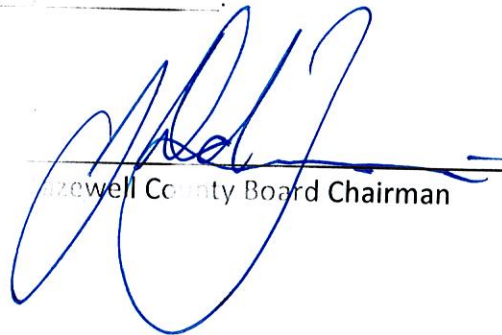
In consideration of the payment by Municipality to the County of the sum of \$13,627.20, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m. Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Such notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his duly authorized agent, who mails such notice shall be prima facie evidence of the receipt of such notice by the owner of such animal.
12. It is hereby understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which animal was not or has failed to claim the animal within four (4) working days, shall be humanely euthanized or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is hereby understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This agreement shall become effective on the 1st day of January, 2021, and shall be in full force and effect for a period of one year.
15. This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto are intended to be reflected hereon and are incorporated by reference.
16. No violation or breach of this contract or any provision hereof shall constitute a waiver of the other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract shall not render the remainder of the contract invalid or unenforceable.
18. This contract shall not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 2nd day of November 2020



 Tazewell County Board Chairman

ATTEST:



 Tazewell County Clerk

MUNICIPALITY:

 Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



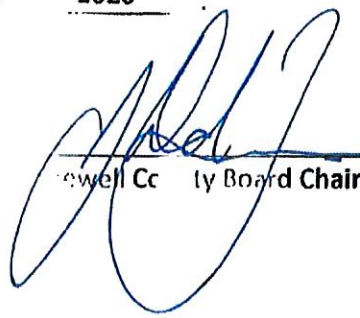
 Director

ANNUAL AMOUNT: \$13,627.20

MONTHLY AMOUNT \$1,135.60

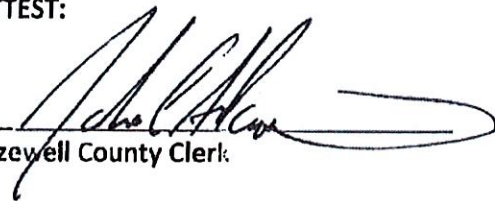
- 19. This contract shall be binding upon the parties and upon the successors in interest, assigns, representatives and agents of such parties.
- 20. This contract shall not be amended or modified in any way, orally or in writing, unless the amendment or modification is in writing and expressly states that it constitutes an amendment to this contract, signed by all the parties hereto.
- 21. The parties hereto agree that the foregoing shall constitute the entire agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 2nd day of November 2020



 Tazewell County Board Chairman

ATTEST:




 Tazewell County Clerk

MUNICIPALITY:



 Mayor or Vice Mayor Board President

TAZEWELL COUNTY ANIMAL CONTROL:



 Director

ANNUAL AMOUNT: \$13,627.20

MONTHLY AMOUNT \$1,135.60

ORDINANCE NO. 3410

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR ANIMAL AND RABIES CONTROL SERVICES

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for animal and rabies control services, a copy of which is attached hereto as Exhibit "A", and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit "A", and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 2nd day of November, 2020.

AYES: -7- Blundy, Brownfield, Butler, Cobb, Dingleline, Stevens, Yoder

NAYS: -0-



Mayor

ATTEST:


City Clerk

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Washington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$13,627.20, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m. Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of such notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner or has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This agreement shall become effective on the 1st day of January, 2021, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto are required to be reflected and set forth herein are incorporated by reference.
16. No violation or breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 2nd day of November 2020.



 Tazewell County Board Chairman

ATTEST:



 Tazewell County Clerk

MUNICIPALITY:

 Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



 Director

ANNUAL AMOUNT: \$13,627.20

MONTHLY AMOUNT \$1,135.60

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of East Peoria which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of East Peoria to the County the sum of \$29,327.04; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through The Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2021.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Mayor of East Peoria and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of East Peoria, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$29,327.04, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2021, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.


19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27th day of January, 2021.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:

John P. Kahl

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

ANNUAL AMOUNT: \$29,327.04

MONTHLY AMOUNT \$2,443.95

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE

I DO HEREBY CERTIFY THAT I am the City Clerk in and for the City of East Peoria, Illinois; that the foregoing is a true and correct copy of a Resolution numbered 2021-057 duly passed by the Mayor and City Council of the City of East Peoria entitled: **“Resolution Approving an Intergovernmental Agreement between the City and the County of Tazewell for Animal and Rabies Control Services,”** at a regular meeting held on the 17th day of November, 2020, the Resolution being a part of the official records of said City.

DATED this 20th day of November, 2020.



City Clerk

(SEAL)



RESOLUTION NO. 2021-057

East Peoria, Illinois

November 17, 2020

RESOLUTION BY COMMISSIONER Hill

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY AND THE COUNTY OF TAZEWELL FOR ANIMAL AND RABIES
CONTROL SERVICES

WHEREAS, Tazewell County, Illinois (hereinafter referred to as the "County") has offered to provide animal and rabies control services to the City of East Peoria, Illinois (hereinafter referred to as the "City"); and

WHEREAS, the current agreement for animal control services between the City and the County expires December 31, 2020; and

WHEREAS, it is in the best interests of the City to enter into a new agreement with the County in substantially the form attached hereto labeled as "Exhibit A" (hereinafter referred to as the "Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the agreement in substantially the form attached hereto is approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to the County.

APPROVED:

John P. Kahl

Mayor

ATTEST:

Morgan F. Cuddeheer
City Clerk



401 W. Washington Street
East Peoria, Illinois 61611
Phone: (309) 698-4715
Fax: (309) 698-4747

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Rich Brodrick
Interim Police Chief

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Douglas E. McCarty
Director of Tourism
and Special Events

Dennis R. Triggs
City Attorney

November 23, 2020

Ryan Sanders
Director of Animal Control
Tazewell County Animal Control
21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568

Re: Resolution approving agreement for Animal & Rabies Control
Services

Dear Mr. Sanders,

Please find enclosed two certified copies of the Resolution Approving the Intergovernmental Agreement for Animal & Rabies Control Services along with the partially executed agreement. Can you please send a copy of the agreement back to the City once the agreement is fully executed? Should you have any questions or require additional information, please do not hesitate to contact the undersigned at your earliest convenience.

Best Regards,

Morgan R. Cadwalader
City Clerk

Enclosures.

Cc: Rich Brodrick (w/o enclosures)

Received

DEC 09 2020


Tazewell County
Board Office

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATE

I DO HEREBY CERTIFY THAT I am the City Clerk in and for the City of East Peoria, Illinois; that the foregoing is a true and correct copy of a Resolution numbered 2021-057 duly passed by the Mayor and City Council of the City of East Peoria entitled: **“Resolution Approving an Intergovernmental Agreement between the City and the County of Tazewell for Animal and Rabies Control Services,”** at a regular meeting held on the 17th day of November, 2020, the Resolution being a part of the official records of said City.

DATED this 20th day of November, 2020.



City Clerk

(SEAL)

RESOLUTION NO. 2021-057

East Peoria, Illinois

November 17, 2020

RESOLUTION BY COMMISSIONER Hill

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY AND THE COUNTY OF TAZEWELL FOR ANIMAL AND RABIES
CONTROL SERVICES

WHEREAS, Tazewell County, Illinois (hereinafter referred to as the "County") has offered to provide animal and rabies control services to the City of East Peoria, Illinois (hereinafter referred to as the "City"); and

WHEREAS, the current agreement for animal control services between the City and the County expires December 31, 2020; and

WHEREAS, it is in the best interests of the City to enter into a new agreement with the County in substantially the form attached hereto labeled as "Exhibit A" (hereinafter referred to as the "Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the agreement in substantially the form attached hereto is approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to the County.

APPROVED:

John P. Kahl

Mayor

ATTEST:

Margaret R. Cendrowski
City Clerk

COMMITTEE REPORT

HS-21-03

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Marquette Heights which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Marquette Heights to the County in the sum of \$3,274.20; and


WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2021.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Marquette Heights Mayor and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Marquette Heights, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$3,274.20, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2021, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27th day of January, 2021.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

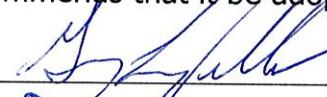

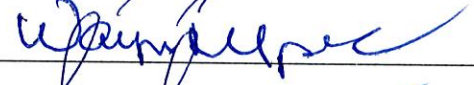

ANNUAL AMOUNT: \$3,274.20

MONTHLY AMOUNT \$272.85

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Village of Creve Coeur manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$15,334 to the Village of Creve Coeur.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/929-0250

CONTRACT

THIS AGREEMENT is entered into by and between the **Village of Creve Coeur** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$15,334**. Payment shall be made in full and shall be authorized upon execution of this Agreement. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on **1/01/2021** and end on **12/31/2021**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

A midyear budget and report must be submitted by July 30, 2021 and a final project report, to be made on a form provided by the County, shall be completed and submitted no later than March 30, 2022. The final report shall provide the quantity (in pounds or tons) of waste reduced, reused or recycled, that was diverted from the waste stream.

Any modifications from the original grant application must be submitted to the County for review a minimum of 10 days prior to acting on the changes. Modification requests may be sent to mgoetze@tchd.net.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____

County Chairman/President

ATTEST: _____

County Clerk

Dated: _____

03-19-21

GRANTEE

By: _____

Mayor/Supervisor/President

ATTEST: _____

City Clerk





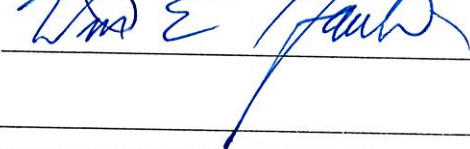
Dated: _____

2-11-2021

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Village of Morton manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$23,175 to the Village of Morton.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/929-0250

CONTRACT

THIS AGREEMENT is entered into by and between **Village of Morton** as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$23,175**
Payment shall be made in full and shall be authorized upon execution of this Agreement Payment shall be made in full and shall be authorized upon execution of this Agreement The grant shall commence on **1/01/2021** and end on **12/31/2021**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

A midyear budget and report must be submitted by July 30, 2021 and a final project report, to be made on a form provided by the County, shall be completed and submitted no later than March 30, 2022. The final report shall provide the quantity (in pounds or tons) of waste reduced, reused or recycled, that was diverted from the waste stream.

Any modifications from the original grant application must be submitted to the County for review a minimum of 10 days prior to acting on the changes. Modification requests may be sent to mgoetze@tchd.net.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.


TAZEWELL COUNTY

By:  _____
County Chairman/President

Dated: 03-19-21

ATTEST:  _____
County Clerk

GRANTEE

By:  _____
Mayor/Supervisor/President

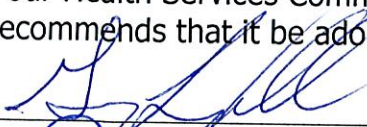



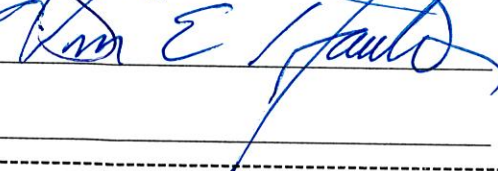
Dated: 2/24/21

ATTEST:  _____
City Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	
_____	_____
	_____
_____	_____
	_____
_____	_____
	_____
_____	_____

RESOLUTION

WHEREAS, the City of Pekin manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

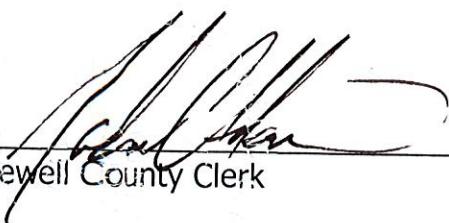
WHEREAS, the Health Services Committee recommends to the County to approve the grant amount of \$91,000 to the City of Pekin and an additional \$3,000 to help support a pharmaceutical drop off site and the purchase of recycling containers as outlined in their application; and

WHEREAS, the total expenditure to the City of Pekin will be \$94,000.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk


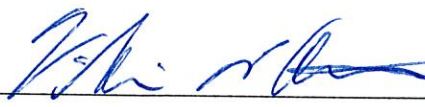

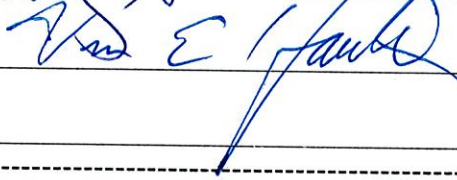


 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the City of Washington manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$45,120.32 to the City of Washington.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/929-0250

CONTRACT

THIS AGREEMENT is entered into by and between **City of Washington** as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$45,120.32**. Payment shall be made in full and shall be authorized upon execution of this Agreement. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on **1/01/2021** and end on **12/31/2021**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

A midyear budget and report must be submitted by July 30, 2021 and a final project report, to be made on a form provided by the County, shall be completed and submitted no later than March 30, 2022. The final report shall provide the quantity (in pounds or tons) of waste reduced, reused or recycled, that was diverted from the waste stream.

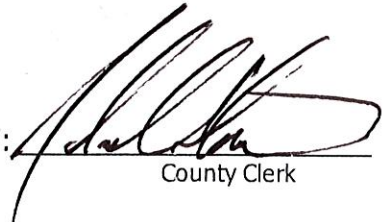
Any modifications from the original grant application must be submitted to the County for review a minimum of 10 days prior to acting on the changes. Modification requests may be sent to mgoetze@tchd.net.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.


TAZEWELL COUNTY

By: 
County Chairman/President

Dated: 03.19.21

ATTEST: 
County Clerk

GRANTEE

By: 
Mayor/Supervisor/President

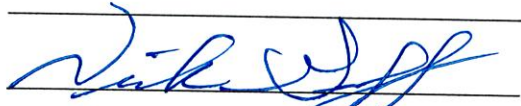

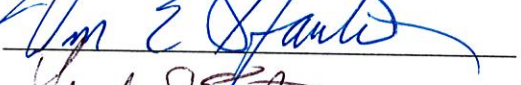
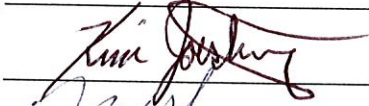
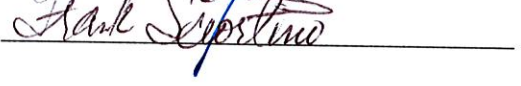
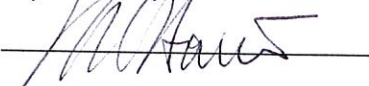
Dated: March 1, 2021

ATTEST: 
City Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	
	

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to authorize the Director of Animal Control to purchase a 2021 Ram Quad Cab truck for Animal Control; and

WHEREAS, the final cost of the vehicle with trade in and title transfer is \$20,507; and

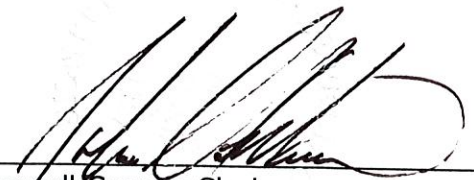
WHEREAS, this vehicle meets the State of Illinois vehicle bid price and will be purchased from FY21 New Equipment Line Item (211-411-544-000).

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Animal Control and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

THOMAS DODGE CHRYSLER-JEEP

of Highland, Inc.



YOUR FAVORITE DODGE BOYS

9604 INDIANAPOLIS BLVD.
HIGHLAND, INDIANA 46322
(219) 924-6100 • FAX 922-2295

www.ThomasAutoGroup.com

January 11, 2021

Tazewell County Animal Control

To Whom It May Concern:

We are pleased to quote you on your new vehicle through the Southwest Conference of Mayor's Purchasing Co-Op:

Vehicle shall be 1 (one) 2021 Ram 1500 Quad Cab 4x4 6'4" Bed, including all the standard equipment;

- Factory warranty consisting of 3 years -or- 36,000 mile bumper-to-bumper coverage, 5 years -or- 100,000 mile powertrain coverage;
- Standard V-6 Engine;
- Standard Power Windows, Locks, & Mirrors;
- Standard HD Vinyl Seating & Flooring;
- Standard Bluetooth Radio;
- Optional Trailer Tow Package;
- Optional Mopar Side Steps;
- Optional Daytime Running Headlamps;
- Optional LT265/70R17E All-Terrain Tires;
- Optional Remote Keyless Entry;
- Optional Whelen 4 Corner LED Warning;
- Total Purchase Price: **\$24,857.00.**

All standard and optional equipment can be found at www.dodgecopcars.com.

If you need any further assistance, feel free to contact me at 708:403-8801 ext 5 or nicholasp@thomasautogroup.com.

Thank you for the opportunity.

Very Truly Yours,

Nicholas Pash

Nick Pash
Fleet Manager

DODGE

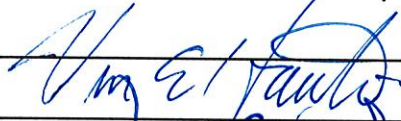


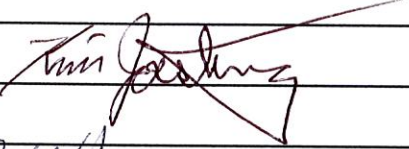

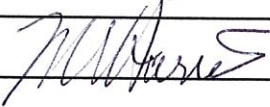
CHRYSLER

Jeep.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	
	_____
_____	
_____	_____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve a Lease Agreement renewal with Benckendorf & Benckendorf PC for office space rental in the Monge Building; and

WHEREAS, the lease is for a twenty four month period commencing on the 1st day of February, 2021 and ending on the 31st day of January, 2023; and


WHEREAS, the monthly rent is \$690.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development and, the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**MONGE BUILDING LEASE AGREEMENT
RENEWAL**

This lease agreement is entered into between the lessor and the lessee this 1st
day of FEBRUARY, 2021 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
 - (a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
 - (b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
 - (c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
 - (d) "the lessee" shall mean Benckendorf & Benckendorf PC, Suite 215 S. Capitol Pekin, IL 61554
the lessee's trade name is _____.
 - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
 - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 215, 15 South Capitol, Pekin, Illinois 61554, containing approximately 1200 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.

3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.
- 4 **Purpose.** The premises are to be used by the lessee for the purpose of office space.
5. **Term.** The term of this lease shall be 24 months, commencing on the 1st day of February 1, 2021, and ending on the 31st day of January, 2023. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 8,280.00 payable in equal monthly installments of U.S. \$ 690.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in the amount of at least 80% of their replacement cost.

Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

8. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$ -0- ; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$ 0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee may include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 8, 20 and 33)
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.

19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common

area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

22. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
23. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, or upon termination, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or in any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as estoppels to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Main, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such

notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.


27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree either may terminate this Lease by giving the other party sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.

28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

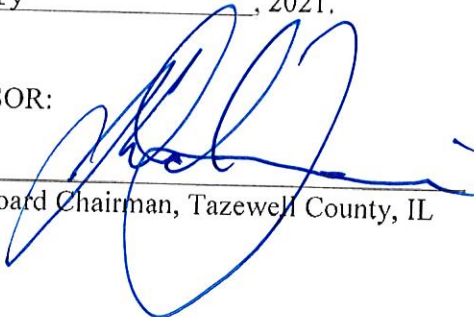
Dated this 27th day of January, 2021.

ATTEST:



John C. Ackerman County Clerk
(Print Name & Title)

LESSOR:

By: 

Board Chairman, Tazewell County, IL

ATTEST:

(Print Name & Title)

LESSEE: *BECKENDORF 2*
BECKENDORF, P.C.

By: *James W. Beckendorf, Jr.*

JAMES W. BECKENDORF, PRESIDENT
(Print Name & Title)

ADDENDUM TO MONGE BUILDING LEASE AGREEMENT


On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 690.00.


COMMITTEE REPORT


F-21-02

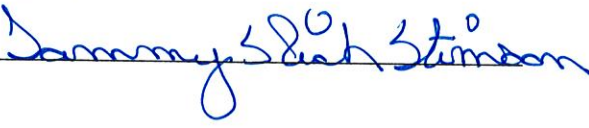
Mr. Chairman and Members of the Tazewell County Board:

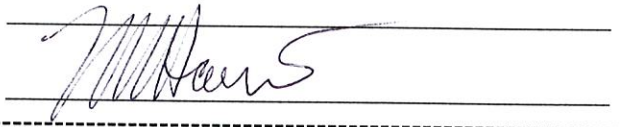
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:











RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for County Administration;

- Transfer \$49,212.98 from Human Resources Line Item (100-913-511-022) to Exempt Personnel Line Item (100-152-511-020)
- Transfer \$3,764.79 from Social Security Line Item (100-913-511-201) to Social Security Line Item (100-152-511-201)
- Transfer \$5,462,64 from I.M.R.F. Line Item (100-913-511-200) to I.M.R.F. Line Item (100-152-511-200)
- Transfer \$11,801.05 from Medical Insurance Line Item (100-913-511-240) to Medical Insurance Line Item (100-152-511-240)


WHEREAS, the transfer of funds is needed due to personnel transfer from Human Resources to the County Clerk.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Payroll Department and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk




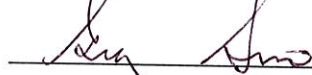
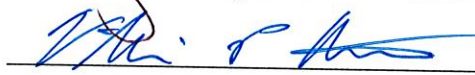
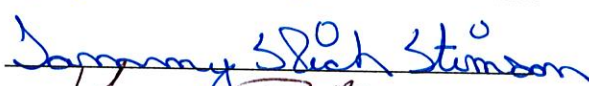


 Tazewell County Board Chairman

COMMITTEE REPORT

F-21-04

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	_____
	_____
	_____
	_____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for Fiscal Year 20 for the Public Defender;

Transfer \$652.44 from Assistant Public Defenders Line Item (100-123-511-030) to Part Time Line Item (100-123-511-050)

Transfer \$509.62 from Assistant Public Defenders Line Item (100-123-511-030) to Overtime Line Item (100-123-511-070)

WHEREAS, the transfer of funds is needed for employee compensation for FY20.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk




 Tazewell County Board Chairman

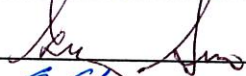
COMMITTEE REPORT

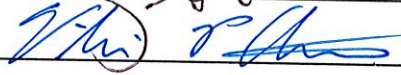
F-21-01



Mr. Chairman and Members of the Tazewell County Board:

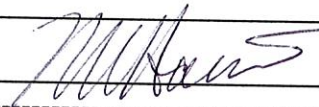
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:









RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests for Court Services:

- Transfer \$2,200 from Contractual Services Line Item (100-230-533-000) to T/PCCC Line Item (100-230-533-220)
- Transfer \$2,200 from Private Homes & Institutions Line Item (100-231-533-190) to T/PCCC Line Item (100-230-533-220)

WHEREAS, the transfer of funds is needed to due to an incidental cost that was excluded from the budget.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Court Services Director and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT
OFFICE OF COURT SERVICES

334 ELIZABETH STREET * SUITE 100
PEKIN, IL 61554
309-477-2281

Date: January 11, 2021

To: Finance Committee

From: John Horan
Director of Probation and Court Services

Subject: Line Item Transfer

Transfer Request

Transfer \$2200

**From: Contractual Line
To: T/PCCC**

**Line Item # 100-230-533-000
Line Item # 100-230-533-220**

Purpose for Transfer of Funds: Due to an incidental that was forgotten and therefore not budgeted for.

Transfer \$2200

**From: Private Homes Line
To: T/PCCC**

**Line Item #100-231-533-190
Line Item #100-230-533-220**

Purpose for Transfer of Funds: Due to an incidental that was forgotten and therefore not budgeted for.


CC: Auditor
County Board Secretary


COMMITTEE REPORT


F-21-06

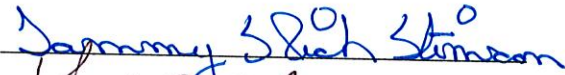
Mr. Chairman and Members of the Tazewell County Board:


Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

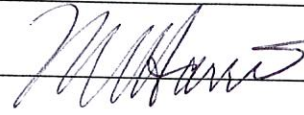












RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the attached contract with Adams Outdoor Advertising of Peoria, IL for billboards and posters related to the COVID pandemic; and


WHEREAS, the contract begins February 08, 2021 and ends February 28, 2021 for a total cost of \$6,000.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department, the Treasurer, and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



ADAMS OUTDOOR ADVERTISING OF PEORIA, IL

MEDIA CONTRACT

911 SW Adams Street
Peoria, IL 61602
Tel: 309.692.2482 Fax: 309.692.8452

CONTRACT # _____
ACCOUNT EXECUTIVE Laura Ziegler

DATE 12/14/20

ADVERTISER Tazewell County PRODUCT/CATEGORY Health & Medical Services

BILL TO Tazewell County
11 S. Fourth St, Suite 432
Pekin, IL 61554

CONTACT NAME Wendy Ferrill TEL 309-929-0264 E-MAIL _____

Advertiser hereby authorizes Adams Outdoor Advertising ("Adams") to display/locate advertising for Advertiser on the following terms and conditions:

CAMPAIGN TERM: START DATE 2/8/2021 END DATE: 2/28/2021

Table with 6 columns: MEDIA TYPE / TACTICS / DESCRIPTION OF SERVICES, START DATE, END DATE, PERIOD TYPE, # OF PERIODS, CAMPAIGN TOTAL. Rows include Digital @ 8th & Kennedy, Digital @ Washington & Riverfront, and Tazewell county Poster campaign.

Addendum/Proposal attached and incorporated herein by reference

TOTAL PER PERIOD: \$ 5,500
TOTAL ADVERTISING RENT: \$ 5,500
TOTAL PRODUCTION COST: \$ 500
TOTAL ILLUMINATION AMOUNT: \$ -
OTHER: \$ -
TOTAL CONTRACT AMOUNT: \$ 6,000

SPECIAL PROVISIONS:
Production = (5) 3oz. Posters, 31296, 31285, 31278, 31354, 31311

TERMS: Should credit be approved, Advertiser agrees to pay the full invoiced amount not later than thirty (30) days following the billing date. Any amounts not timely paid are subject to a late fee of 1.5% per month. Any payments in arrears shall bear interest at the highest rate permitted by law. In the event of default, Advertiser agrees to pay, in addition to the amounts required hereunder, and in addition to fees and interest as stated herein, reasonable collection fees and reasonable attorney's fees. TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE, IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A 3% SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE CARDS USED AS A DEBIT TRANSACTION WITH A PIN.

ONCE EXECUTED BY ADVERTISER OR ITS REPRESENTATIVE, THIS CONTRACT IS NON-CANCELABLE BY THE ADVERTISER.

ADVERTISER ACKNOWLEDGES AND AGREES THAT ADAMS' STANDARD TERMS AND CONDITIONS (WHICH ARE ATTACHED HERETO) ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT BY REFERENCE.

REPRESENTATIONS: Any person executing this Contract on behalf of the Advertiser warrants that he/she has full authority to do so. Said person accepts full personal liability for all Advertiser's contractual obligations if he/she is not authorized to execute this Contract on behalf of the Advertiser. Adams shall not be bound by this Contract until the same is executed by Adams as evidenced by a signature below.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
By: Adams Outdoor GP, LLC
Its: General Partner

ADVERTISER/CLIENT AUTHORIZED BY: [Signature]
SIGNATURE OF AUTHORIZED SIGNER
J. David Zimmerman 2-2-21
PRINTED NAME OF AUTHORIZED SIGNER DATE

Adams Outdoor Advertising General Manager DATE



ADAMS OUTDOOR ADVERTISING OF PEORIA, IL

MEDIA CONTRACT

911 SW Adams Street
Peoria, IL 61602
Tel: 309.692.2482 Fax: 309.692.8452

CONTRACT # 13210036
ACCOUNT EXECUTIVE Laura Ziegler

DATE 12/14/20

ADVERTISER Tazewell County PRODUCT/CATEGORY Health & Medical Services

BILL TO Tazewell County
11 S. Fourth St, Suite 432
Pekin, IL 61554

CONTACT NAME Wendy Ferrill TEL 309-929-0264 E-MAIL

Advertiser hereby authorizes Adams Outdoor Advertising ("Adams") to display/locate advertising for Advertiser on the following terms and conditions:

CAMPAIGN TERM: START DATE 2/8/2021 END DATE: 2/28/2021

Table with 6 columns: MEDIA TYPE / TACTICS / DESCRIPTION OF SERVICES, START DATE, END DATE, PERIOD TYPE, # OF PERIODS, CAMPAIGN TOTAL. Rows include Digital @ 8th & Kennedy (Pekin), Digital @ Washington & Riverfront (400 spots/day), and Tazewell county Poster campaign / 5 posters / \$600 per poster.

Addendum/Proposal attached and incorporated herein by reference

TOTAL PER PERIOD: \$ 5,500
TOTAL ADVERTISING RENT: \$ 5,500
TOTAL PRODUCTION COST: \$ 500
TOTAL ILLUMINATION AMOUNT: \$
OTHER: \$
TOTAL CONTRACT AMOUNT: \$ 6,000

SPECIAL PROVISIONS:

Production = (5) 3oz. Posters, 31296, 31285, 31278, 31354, 31311

TERMS: Should credit be approved, Advertiser agrees to pay the full invoiced amount not later than thirty (30) days following the billing date. Any amounts not timely paid are subject to a late fee of 1.5% per month. Any payments in arrears shall bear interest at the highest rate permitted by law. In the event of default, Advertiser agrees to pay, in addition to the amounts required hereunder, and in addition to fees and interest as stated herein, reasonable collection fees and reasonable attorney's fees. TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A 3% SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE CARDS USED AS A DEBIT TRANSACTION WITH A PIN.

ONCE EXECUTED BY ADVERTISER OR ITS REPRESENTATIVE, THIS CONTRACT IS NON-CANCELABLE BY THE ADVERTISER.

ADVERTISER ACKNOWLEDGES AND AGREES THAT ADAMS' STANDARD TERMS AND CONDITIONS (WHICH ARE ATTACHED HERETO) ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT BY REFERENCE.

REPRESENTATIONS: Any person executing this Contract on behalf of the Advertiser warrants that he/she has full authority to do so. Said person accepts full personal liability for all Advertiser's contractual obligations if he/she is not authorized to execute this Contract on behalf of the Advertiser. Adams shall not be bound by this Contract until the same is executed by Adams as evidenced by a signature below.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP

By: Adams Outdoor CP, LLC
Its: General Partner
[Signature]
Adams Outdoor Advertising General Manager

ADVERTISER/CLIENT AUTHORIZED BY:

[Signature]
SIGNATURE OF AUTHORIZED SIGNER
J. David Zimmerman 2-2-21
PRINTED NAME OF AUTHORIZED SIGNER DATE

2/3/21
DATE



**ADAMS OUTDOOR ADVERTISING OF PEORIA, IL
MEDIA DISPLAY CONTRACT**

STANDARD TERMS AND CONDITIONS

INTRODUCTION: The terms and conditions set forth below are part of the Contract between you and us. We are an advertising company, we attempted to make it a little more enjoyable to read, and put it in our own voice where we could, but it is a legal document so some of the language is necessarily "legalese." It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide our products and services to you unless you agree to them, so please read them carefully. By signing the Contract, you are agreeing to all of these terms and conditions, regardless of whether you have read them.

DEFINITIONS:

"We," "our," or "us" means: Adams Outdoor Advertising, and its successors and assigns.

"You" or "your" means: the advertiser and any Advertising Agency, Agent, or buying service named in the Contract.

Message means: the point you are trying to convey to the consumer through words, pictures, and images.

Display means: (1) the sign(s) or technology used for the visual presentation of your message. (2) the actual visual presentation of your message to the consuming public.

ADVERTISING MESSAGE: We need time to display your message. If you are creating and providing the message, you must provide it to us at least 15 days before the Contract start date. If we are creating and providing the message, you must approve one of our proposals at least 15 days before the Contract start date. The Contract start and end date will not change if you fail to meet these deadlines. Because we are members of the communities in which we do business, we have the right, at any time, and even after your message has been displayed, to change, reject, or stop display of your message if we believe the message is unlawful, hurtful, or harmful to you, the community, or us.

INSTALLATION: We intend to display your message on the Contract start date, but things happen that are beyond our control—like that pesky weather. Because of this, if we display your message within 5 working days of the Contract start date, and continue to display your message for at least 25 days for each contracted display period, no credit shall be due. If we fail to meet any of these deadlines or time periods, we will issue you a prorated credit.

PRODUCTION: It costs money for us to produce your message, and those costs are your responsibility. If you are providing the materials to display your message, we need all those materials at least 15 days before the Contract start date (because we need time to display your message, remember?). Again, the Contract start and end date will not change if you fail to meet this deadline.

OWNERSHIP: If we created, produced, or supplied something to you as part of this Contract (even if you paid for it through a third-party), it belongs to us until infinity and beyond. If you created, produced, or supplied something as part of this Contract, it belongs to you until infinity and beyond. We will be honest with you; the purpose of this paragraph is to prevent you from taking what we create, produce, or supply and displaying it with someone else or on your own. You cannot do that. And, all of this applies doubly for any message created, produced, or supplied as part of our online services. If you own the display because of this paragraph, we will hold it for you for up to 7 days, so come get it before then. If we own the display because of this paragraph, or if you do not timely retrieve the display from us, we will do what we please with it—like turn it into an evening gown for a fashion show. Don't believe us, see <https://jonriley.myportfolio.com/outdoor-is-in> and <https://www.youtube.com/watch?v=4vSSvYFgPjw>

LIMITATION OF LIABILITY: We are relying on you to get your message right; please proofread it carefully. Once you approve the message (in writing or verbally), you assume all liability for any errors, omissions, violations of laws or rules, violations of license or permissions, third-party claims for infringement or damages, etc. related in any way to the message and its display, unless we make an error in producing or displaying it that varies materially from what you approved. You agree to notify us of any material error we made in producing or displaying the message you approved within 36 hours after the message is first displayed. If we do make such an error in producing or displaying the message you approved, and you notify us timely, here is how we will make it right—we will produce and display a corrected message for the balance of the display dates under the Contract, plus a period of time equal to the number of days that the erroneous message was posted. That is it. You agree to this "make right" remedy as your sole remedy against us based on a claim that we made an error in producing or displaying your message that varies materially from what you approved. For any other claim, you agree that our total liability to you is limited to the amount you paid us under this Contract during the 12 months preceding the event giving rise to your claim. Finally, you agree that in no event will we be liable to you for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, and you knowingly and expressly are waiving the right to make any claim against us for any such damages.

CREDIT: Even though we have no obligation under the Contract to offer credits to you, a situation may arise where we both mutually agree that it makes sense for you to receive a credit. Any credit issued will be based on the per period rate under the Contract, prorated daily.

ILLUMINATION: Some of our billboards have lights! Unless the Contract provides otherwise, if you have contracted for multiple displays, we will attempt to allocate your displays among illuminated and non-illuminated locations in rough proportion to the percentage of illuminated/non-illuminated locations for each media type in the relevant market area. When a location has lights, we strive to provide illumination from dusk to midnight, and we charge you more to be lit until dawn, but local governments sometimes restrict our ability to light up your message to certain hours of the night. If one or more of your displays loses illumination due to any temporary condition not covered by the "Disaster Contingency" below, or not caused by local governmental restrictions, we may issue you a credit at a rate of 20% of the per period rate under the Contract, prorated daily.

DISASTER CONTINGENCY: We think God likes billboards (if you do not believe us, watch the movie *Oh God Book III!*), but natural events beyond our control called "Acts of God" (hurricanes, tornados, windstorm, locust plagues, a zombie apocalypse, end of the world (you get it)—sometimes damage or destroy a billboard or two. If an Act of God should happen to one or more of your messages, or if we remove your message in advance of a forecasted Act of God, and the display is interrupted for a period of more than 5 days, then, at our discretion, we may provide you with an extension of the display period for the interrupted message equal to the period of time the message was not displayed. So, if a horde of rowdy zombies tears down a billboard displaying your message, and we do not fix that billboard for 10 days, we may extend your display period for 10 days. We do reserve, however, the right to move your message to a new display location of similar market value, and out of the way of any lingering zombies. In any event, an Act of God is not a breach of Contract by us (and does not terminate the Contract); we did not do it, God did.

OTHER CONTINGENCIES/LOSS OF DISPLAY LOCATION: Other things happen: strikes; shortages of labor or materials; changes in laws, rules, regulations, or ordinances; expiration or termination of our lease rights for a location; the Cubs winning the World Series; etc. If any of these other contingencies causes an interruption in the display of your message, or a complete loss of a display location for any reason, you agree the same is not a breach of Contract by us, and that the Contract does not terminate. Contingencies of this type entitle you to an extension of your display period for the interrupted message equal to the period of time the message was not displayed. In the event of a complete loss of a display location, we will move your message to a new display location of similar market value in addition to extending your display period as we just said we would.

DIGITAL DISPLAYS: Here is something you may not know about us. As members of the communities in which we operate, digital displays allow us to partner with the FBI (and other members of federal, state, and local law enforcement) and emergency services providers to display real-time information about national, regional, or local emergencies, or to display other messages concerning public safety and welfare. In fact, the FBI reports that as of 2018, it has resolved 57 cases due to tips prompted by digital billboard publicity. Because the partnership is so successful, we need to reserve up to 10% of our digital display time for it. That means we can only promise to display your digital message 90% of the contracted for display time per period. Sometimes we have the opportunity to convert an existing display location to a digital display location. If we take advantage of such an opportunity where your static message is currently displayed, we will give you 14 days' notice prior to the conversion and give you the first option to continue your message on the new digital display at prevailing market rates. If you do not exercise that option, and your Contract has not expired, then the Loss of Display Location rules apply.

EMBELLISHMENTS (otherwise known as the part of the message extending out of the top, sides, or bottom of the billboard): Unless we agree otherwise, in writing, we own all embellishments.

PAYMENT TERMS: We should not have to remind you, but yes, you have to pay us the amount stated in the Contract on the terms stated in the Contract. Those general terms are as follows: the contracted payment amount is due within 30 days of the date of any invoice we provide to you, unless we agree to different payment terms in writing. If you do not pay us any amounts due under the Contract when you said you would, the following unpleasant things will happen: (a) you will owe us the full Contract amount immediately; (b) any past due amounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less; (c) we can, at our choosing, refer your account and this Contract for collection, if we do that, then you shall also pay all collection costs we incur, including attorney fees and court costs; and (d) we can, at our choosing, terminate the Contract (except for your payment obligations thereunder) and remove your messages from the contracted display locations and re-lease those display locations to other advertisers, without offsetting any amounts you owe to us. Some final legalese here: TOTAL CONTRACT AMOUNT QUOTED IS FOR PAYMENT IN CASH OR ITS EQUIVALENT. PAYMENT MADE, IN WHOLE OR IN PART, BY CREDIT CARD SHALL BE SUBJECT TO A THREE PERCENT (3%) SURCHARGE, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE.

ASSIGNMENT: We contracted to do business with you, not with someone else; therefore, you may not assign this Contract, in whole or in part, without our prior written consent. We may assign this Contract, in whole or in part, in our sole discretion.

TRANSPARENCY: If you are an Advertising Agency, you agree to provide your client with the actual rates we are charging you under this Contract. This transparency is important to us when it comes to our reputation and goodwill in our business.

INTEGRATION: WE ARE NOT BOUND BY ANY STIPULATION, REPRESENTATION OR AGREEMENT, VERBAL OR OTHERWISE, WHICH ARE NOT PRINTED OR WRITTEN IN THIS CONTRACT. THIS CONTRACT REPRESENTS A COMPLETE INTEGRATION OF ALL PRIOR NEGOTIATIONS. ANY MODIFICATION OF THIS CONTRACT SHALL BE IN WRITING IN ORDER TO BE ENFORCEABLE.



**ADAMS OUTDOOR ADVERTISING OF PEORIA, IL
MEDIA DISPLAY CONTRACT**

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO OUR ONLINE SERVICES

INTRODUCTION: All of the Standard Terms and Conditions set forth above apply to our online services, but there are additional Terms and Conditions that only apply to our online services. They are set forth below.

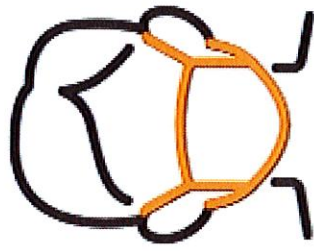
SEARCH ENGINE OPTIMIZATION (SEO): Contracts with an online SEO component are for 12 months, beginning on the Go Live date. You cannot terminate the Contract during this 12 month period. In addition to the reasons we may terminate the Contract (as set forth above), we may also terminate the Contract: (a) if you fail to provide us with SEO content within 45 days of Final Keyword/Key Phrase Approval; (b) if you fail to provide timely Go Live date approval; or (c) if you fail to provide us with full FTP access to your website(s).

ONLINE SEO/DISPLAY OBLIGATIONS: As you techies know, the right keywords and key phrases are what people using Google and other search engines used to find you and your services through the Internet. Although we will assist you in this process, final selection and approval of the keywords and key phrases will be your responsibility (because who knows your business better than you do!). If you request that we do so, we will reasonably assist (meaning we will not redo your entire website) you with modifying the content of your website to incorporate the keywords or key phrases exactly as they appear in the Final Keyword/Key Phrase Approval. We will not perform any "black hat" actions, as determined/defined by current industry standards (actions that are considered within the industry to be misleading, unfair, deceptive or otherwise unacceptable). Once a month, we will manually check the page ranking for each of your keywords or key phrases. Our search engine methods may add keywords to the body of your website page(s); this may change the way text on your webpage(s) reads. You must place any site re-targeting pixel on your website(s); we are not responsible for placing these pixels or for pixels that are not placed correctly (frankly, some of us do not know what these "pixels" are). **WE DO NOT, AND CANNOT, GUARANTEE YOU ANY VOLUME OF WEBSITE TRAFFIC, OR ANY NUMBER OF LEADS OR PHONE CALLS.** When applicable, we will implement Third Party Ad Server tags so that they are functional in all aspects.

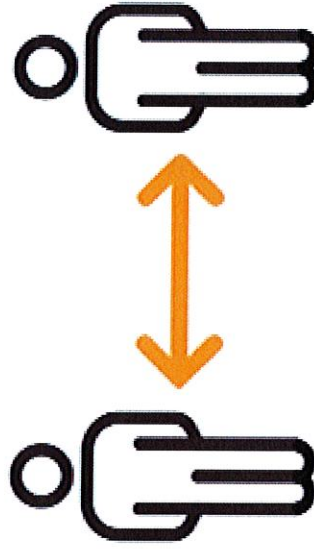
ONLINE SEO PHASES: You must appoint one internal contact person (the "Contact," and please do not give us Kevin from accounting, we do not want to talk to him either), who will serve as the final decision maker, and be authorized to provide timely approval, in writing (e-mail acceptable), for all required sign-off stages. Your Contact must be available for consultation with us, as needed, during normal business hours. The sign-off-stages are: (a) Final Keyword/Key Phrase Approval - your Contact must approve all keywords and key phrases in the proposal within 10 business days of the execution of the Contract; (b) Keyword/ Key Phrase Integrated Content - your Contact must provide us with content integrating the final approved Final Keyword/Key Phrases (the "SEO Content") for your website(s) within 45 days of Final Keyword/Key Phrase Approval; and (c) "Go Live" Date - the date we upload and/or populate your approved website/web page(s) with the approved SEO Content.

ONLINE SEO EXCLUSIONS: We will not employ the use of Google, Yahoo, or other third party pay-per-click campaigns or services without your Contact approving the same in writing. If you want to utilize any pay-per-click service(s) offered by third parties, you are solely responsible for the costs associated with such service(s), as assessed by the third party provider(s). We make no warranty or representations regarding the price or performance of such third party service(s).

DO YOUR PART. ACT NOW!



WEAR A MASK



STAY 6 FEET APART



WASH YOUR HANDS


SPONSORED BY TAZEWELL COUNTY


COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:








RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the attached revision to the Tazewell County Board Policy Statement FM0118 for Weekly Accounts Payable; and

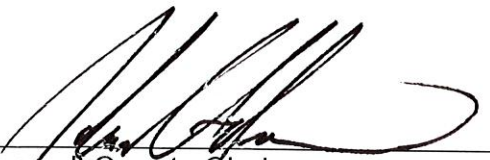
WHEREAS, the revision is to add the Vice Chairman of the Finance Committee as a backup for the Finance Chair in approval or denial of payment of claims;

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and all Elected and Appointed Department Heads of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

TAZEWELL COUNTY BOARD POLICY STATEMENT

Category:	Fiscal Management	Policy Number:	FM0118
Subject:	Weekly Accounts Payable	Approval Date:	F-18-05 - 02-28-18 Revised F-21-03 - 01-27-21

Purpose: To provide guidance and County Board authorization to establish a weekly processing procedure for Accounts Payable, to improve cash flow controls by providing greater control over payment dates, and to maximize operational efficiency by allowing a continual Accounts Payable cycle.

Rationale: The Tazewell County Board recognizes the importance of maintaining a robust system of internal controls in order to assure proper disbursement of taxpayer funds, including compliance with all County Board policies, Illinois State Statutes, and generally accepted procedures within a governmental unit. Most County Accounts Payable processing has been limited to one time per month. This policy allows weekly payment and check disbursement. Weekly payments provide greater control over cash flows and increases the operational efficiency of all staff involved in the payment of County expenditures.

Policy: It is the policy of the Tazewell County Board to implement internal controls to assure that taxpayer funds are expended for valid and appropriate goods and services in accordance with all State and County statutes and ordinances. In order to increase the efficiency of the Accounts Payable process, and provide greater control over the cash flow activity of the County, disbursements from the Accounts Payable system will be audited by the County Auditor as outlined in State of Illinois statutes and County ordinances to be processed by the now be the Finance Office and County Treasurer weekly. The Finance Chairman, **or the Finance Vice Chairman in his absence**, will approve or deny payment of claims and the monthly reports of expenditures will be provided to the County Board for their review by the Auditor.

COMMITTEE REPORT

F-21-05

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	_____
	_____
	

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve a reimbursement claim submitted outside of the 60-day deadline; and

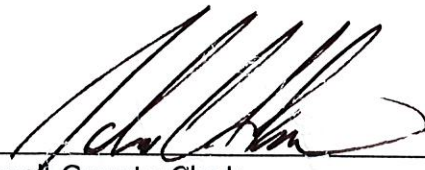
WHEREAS, a letter of explanation is included with this Resolution.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman


LINCOLN C. HOBSON
TAZEWELL COUNTY CIRCUIT CLERK

TAZEWELL COUNTY COURTHOUSE
342 COURT STREET
PEKIN, ILLINOIS 61554



TELEPHONE: 309-477-2214
FAX: (309) 353-7801
www.tazewellcountyil.com

MEMORANDUM

TO: Nick Graff
FROM: Linc Hobson 
RE: Cell Phone Stipend





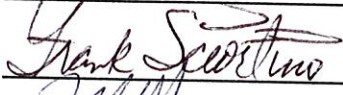
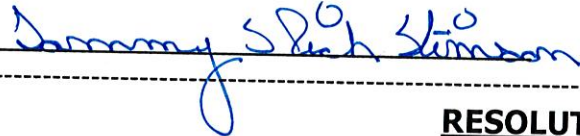
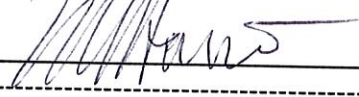
I would like to request reimbursement for two months of cell phone usage in 2020. February 2020 and August 2020 vouchers were not submitted correctly, and unfortunately these errors were not discovered until the week of January 4, 2021.

I appreciate your consideration. Thank you.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	_____
	_____
	
	

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the attached Memorandum of Agreement between Tazewell County and Teamsters Unit B; and

WHEREAS, this MOA is for the extension of current Collective Bargaining Agreement through November 30, 2021; and

THEREFORE BE IT RESOLVED by the County Board that this MOA for the extension be approved.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, the Auditor, Coroner, County Clerk/Recorder, Sheriff and Treasurer of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

MEMORANDUM OF AGREEMENT

between
County of Tazewell County, a Body Politic, and the Tazewell County Auditor,
Coroner, County Clerk, Recorder, Sheriff and Treasurer, Elected Officials,
(Co-Employer)
and
Teamsters, Chauffeurs and Helpers Local Union No. 627, on behalf of the
Employees and Non-Judicial Employees Unit B
(Union)

FOR THE EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the parties hereto previously executed a Collective Bargaining Agreement (CBA) for a term beginning on December 1, 2017 and expiring on November 30, 2020 (hereinafter referred to as the "current CBA");

WHEREAS, the current CBA was set to expire on November 30, 2020; and

WHEREAS, the parties have a mutual interest in extending the current CBA through November 30, 2021.

NOW THEREFORE, the parties having met, negotiated, and discussed this matter, and in consideration of the mutual covenants contained herein, the Co-Employer and Union hereby agree to extend the current CBA as set forth in this Memorandum of Agreement below:

- 1.) **Term of the Agreement, Article XXIX of the current CBA:** The Co-Employer and Union agree that the first sentence of Article XXIX of the current CBA is hereby deleted/stricken and replaced by the following:

This Agreement shall be effective as of the 1st day of December 2017, and shall remain in full force and effect until the 30th day of November 2021.

- 2.) **Amendment of Article XIX, Section 1, Wages:** The Co-Employer and Union agree that the following paragraph shall be added to Article XIX, Section 1 of the current CBA:

Effective December 1, 2020, employees shall receive a 1% general wage increase to their hourly rate. It is agreed that all employees on the payroll as of the date of ratification of this Memorandum of Agreement by the bargaining unit shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, 2020.

3.) **Amendment of Article XIX, Section 2, Wages:** The Co-Employer and Union agree that the following paragraph shall be added to Article XIX, Section 2 of the current CBA:

Effective December 1, 2020, employees who are deemed satisfactory shall receive a 0.5% satisfactory employee increase to their hourly rate.

It is the authority of an employee's department head to determine whether or not the employee shall be deemed satisfactory as defined under this provision. An employee shall be deemed satisfactory, for purposes of this provision, so long as they are not deemed unsatisfactory. An employee may be considered unsatisfactory if they have received a written reprimand or greater discipline within six (6) months.

4.) **Miscellaneous:**

A. The Co-Employer and Union acknowledge and agree that, except as otherwise expressly set forth above in paragraphs 1 through 3 of this Memorandum of Understanding, there are no other amendments, modifications, deletions, and/or additions to the terms and provisions of the current CBA.

B. To the extent this Memorandum of Agreement conflicts with any provision of the current CBA, this Memorandum of Agreement shall control for the period from December 1, 2020 through November 30, 2021.

C. The Co-Employer and Union acknowledge and agree that each of them has fulfilled their obligations to engage in collective bargaining over the subjects contained in this Memorandum of Agreement.

D. Any dispute regarding the interpretation and/or application of this Memorandum of Agreement shall be resolved in accordance with the Dispute Resolution and Grievance Procedures in Article X of the current CBA.

IN WITNESS WHEREOF, by their signatures below, the parties acknowledge and agree that this Memorandum of Agreement reflects the entire understanding the parties with regard to the Extension of the current CBA, effective this ___ day of January, 2021.


FOR THE UNION

BY: 
Bargaining Unit Representative

BY: _____
Bargaining Unit Representative


FOR THE CO-EMPLOYER

BY: 
County Board Chairman


ATTEST: 
County Clerk

BY: _____
Bargaining Unit Representative

BY: _____
Bargaining Unit Representative



Auditor



Coroner



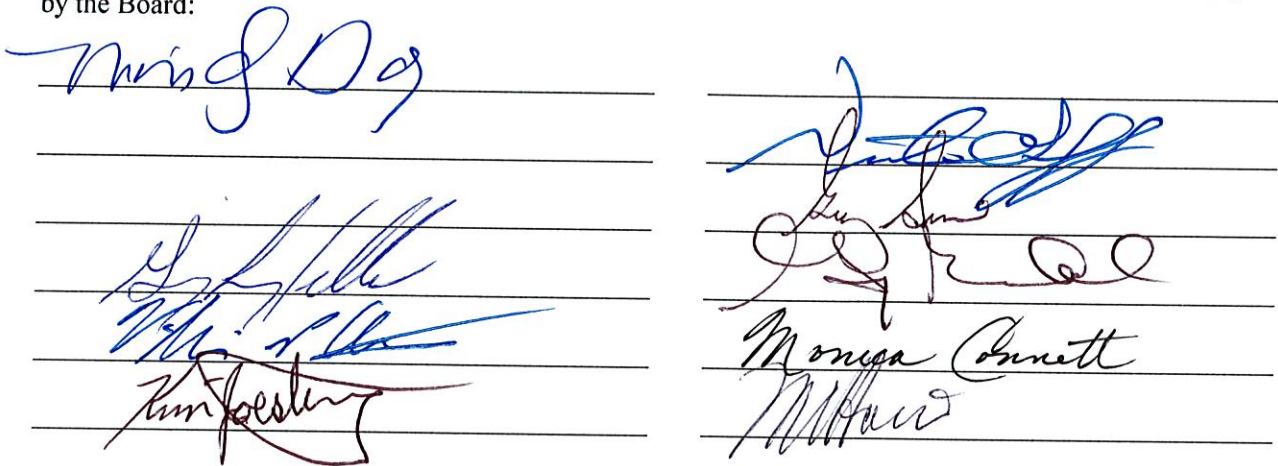
Sheriff



Treasurer

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:



RESOLUTION

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

County Board

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed
04/24/19	Pending Litigation	Closed

Executive/Risk Management Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed

04/21/04	Pending Litigation	Closed
08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m.	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
5/22/13 at 4:04 p.m.	Pending Litigation	Closed
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/23/18	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed

09/19/18 at 5:20	Personnel	Closed
10/24/18	Pending Litigation	Closed
01/23/19	Pending Litigation	Closed
03/20/19	Pending Litigation	Closed
05/22/19	Pending Litigation	Closed
07/24/19	Pending Litigation	Closed
07/31/19	Pending Litigation	Closed
10/23/19	Pending Litigation	Closed
11/14/19	Pending Litigation	Closed
01/22/20	Pending Litigation	Closed
05/20/20	Pending Litigation	Closed
07/20/20	Personnel	OPEN

Human Resources/Finance and Budget Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
9/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed

10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed
10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed
01/22/19	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:50	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:54	Collective Bargaining/Salary Schedules	Closed
05/21/19	Collective Bargaining/Salary Schedules	Closed
06/18/19	Collective Bargaining/Salary Schedules	Closed
11/13/19 at 4:24	Pending Litigation	Closed
11/13/19 at 4:41	Collective Bargaining/Salary Schedules	Closed
08/18/20	Collective Bargaining/Salary Schedules	Closed
09/22/20	Collective Bargaining/Salary Schedules	Closed
11/09/20	Collective Bargaining/Salary Schedules	Closed

Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed

07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed

Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed

Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
8/18/13	Risk Management	Closed
10/12/17	Risk Management	Closed

Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

Collective Bargaining/Grievance Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed

Hay Group Sub-Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

Transportation Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
11/12/19 at 9:03 a.m.	Collective Bargaining/Salary Schedules	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation;

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 27th DAY OF January, 2021.

ATTEST:


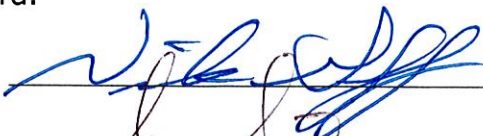

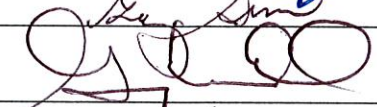


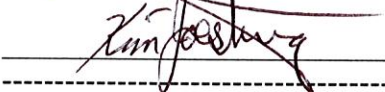
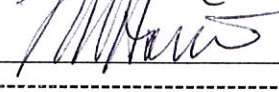

COUNTY CLERK


BOARD CHAIRMAN

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et.seq. as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW THEREFORE BE IT RESOLVED that the Tazewell County Board, in regular session, this 27th day of January, 2021 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this county in the appeal of all cases, when requested to so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

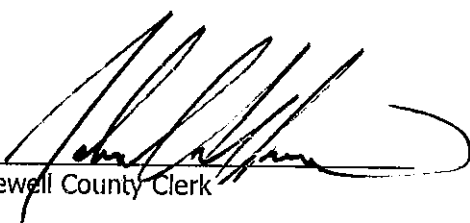
BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Tazewell County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2020 and ending November 30, 2021, by hereby appropriating the sum of \$37,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Administrator, the State's Attorney, the Auditor and the Finance Department of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



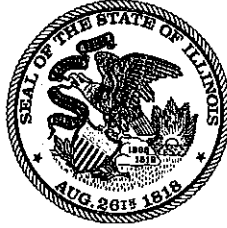
Tazewell County Clerk



Tazewell County Board Chairman

STEWART J. UMHOLTZ
TAZEWELL COUNTY STATE'S ATTORNEY

TAZEWELL COUNTY COURTHOUSE
342 COURT STREET, SUITE 6
PEKIN, ILLINOIS 61554-3298



TELEPHONE: 309-477-2205
FACSIMILE: 309-477-2241
HTTP://WWW.TAZEWELL.COM

Memorandum

December 7, 2020

From: Stewart J. Umholtz

To: Chairman Dave Zimmerman

re: Annual Appellate Prosecutor resolution

Please present the attached resolution to your Executive Committee for approval. Our financial contribution for FY 2021 remains the same: \$37,000. We continue to utilize the services of the Appellate Prosecutor for criminal appeals, labor counsel, and special trial assistance. Cost for this service is budgeted in the Legal Services line item in the FY2021 budget.

Upon passage, please have an executed copy sent to the Auditor so that he may send the contract and payment to:

State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

Please advise if you need any further information.

cc: Brett Grimm



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

DAVID J. ROBINSON
CHIEF DEPUTY DIRECTOR

October 29, 2020

DEPUTY DIRECTORS

EDWARD R. PSENICKA
SECOND DISTRICT

Honorable Stewart J. Umholtz
Tazewell County State's Attorney
Tazewell County Courthouse
342 Court Street, Suite 6
Pekin, Illinois 61554

THOMAS D. ARADO
THIRD DISTRICT

DAVID J. ROBINSON
FOURTH DISTRICT

PATRICK D. DALY
FIFTH DISTRICT

Dear State's Attorney Umholtz:

BOARD OF GOVERNORS

FIRST DISTRICT:

KIMBERLY M. FOXX
STATE'S ATTORNEY
COOK COUNTY

I am enclosing an Invoice Statement for Tazewell County in the amount authorized by our Board together with the requisite county resolution form. Also, I am pleased to inform you that your County's contribution will remain the same as last year as will the terms of the resolution.

SECOND DISTRICT:

ROBERT BERLIN
STATE'S ATTORNEY
DuPAGE COUNTY

The resolution serves as the official contract between your county and our Agency. Because of audit requirements, we must have a signed copy of the resolution without any changes being made. Unless you send the signed resolution, we are unable to provide any legal services to your county. When the resolution is approved, kindly return a fully executed copy to our Agency.

ERIC WEIS
STATE'S ATTORNEY
KENDALL COUNTY

THIRD DISTRICT:

COLBY HATHAWAY
STATE'S ATTORNEY
HENDERSON COUNTY

As always, thank you for your active support.

STEWART J. UMHOLTZ
STATE'S ATTORNEY
TAZEWEILL COUNTY

Looking forward to working with you in the upcoming year.

FOURTH DISTRICT:

BEN GOETTEN
STATE'S ATTORNEY
JERSEY COUNTY

Very Truly Yours,

Patrick J. Delfino
Director

GRAY H. NOLL
STATE'S ATTORNEY
MORGAN COUNTY

FIFTH DISTRICT:

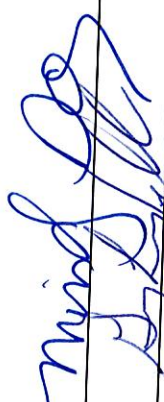

DENTON AUD
STATE'S ATTORNEY
WHITE COUNTY



MICHAEL M. HAVERA
STATE'S ATTORNEY
CHRISTIAN COUNTY



BRANDON J. ZANOTTI
STATE'S ATTORNEY
WILLIAMSON COUNTY



Tazewell County Monthly Resolution List - December 2020

RES#	Account	Type	Account Name	Parce#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
12-20-001	0620085B	SAL	SAUL CORDERO	23-23-22-303-008	950.00	0.00	0.00	57.40	450.00	0.00	442.60
Totals					\$950.00	\$0.00	\$0.00	\$57.40	\$450.00	\$0.00	\$442.60

Committee Members

Clerk Fees
 Recorder/Sec of State Fees
 Total to County

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

HITTLE TOWNSHIP

PERMANENT PARCEL NUMBER: 23-23-22-303-008

As described in certificate(s) : 201501019 sold October 2016

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Saul Cordero, has bid \$950.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$442.60 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$57.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$950.00.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$442.60 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 27th day of January, 2001.

ATTEST:


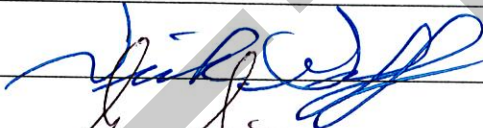
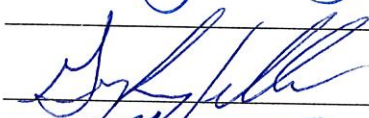

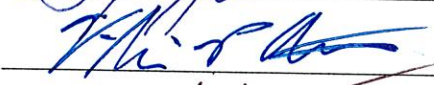

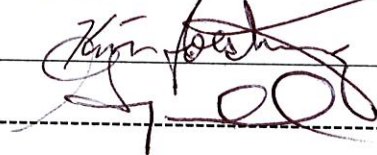

[Signature]
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve this resolution authorizing execution and amendment of Federal Cares Act Section 5311 Grant Agreement for We Care, Inc.; and

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE TAZEWell COUNTY BOARD:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for the term effective January 20th, 2020 and expiring on June 30th, 2023 ("Term") for the purpose of off-setting a portion of the Public Transportation

Program operating deficits of Tazewell County.

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


Section 3. That the Board Chairman is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 4. That the County Board Chairman is hereby authorized and directed to execute and file on behalf of Tazewell County Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for the Term.

Section 5. That the County Board Chairman is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for the Term.

PASSED THIS 27TH DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



we care

P.O. Box 16
Morton, IL 61550-0016
www.wecareofmorton.com

Providing Community Services Since 1975

Community Services
309.263.1015

Transportation
309.263.7708

Fax
309.263.4011

December 1, 2020

Dear Mr. Umholtz,

I have attached a copy of the 2020 - 2023 contract with Illinois for the Federal Section 5311 CARES Act. Please review the document and sign the Opinion of Council on page 46 marked with a sign here flag.

When the County Board resolution authorizing the chairman to sign the contract is passed, I will contact Dave Zimmerman for his signature on remaining documents before sending them to IDOT in Springfield.

I appreciate your time and assistance with this matter.

Sincerely,

Mike Hutchinson
Interim Executive Director
We Care, Inc.
wecare75@gmail.com



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

November 24, 2020

RE: FY2020 Uniform Intergovernmental Grant Agreement / Coronavirus Aid, Relief, and Economic Security Act Grant

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Coronavirus, Aid, Relief, and Economic Security (CARES) Act Operating Assistance Application with information contained pursuant to Section 740/3-8 of the Downstate Public Transportation Act (30 ILCS 740, Article III).

The Department is transmitting your agency's CARES Act Operating Assistance Uniform Intergovernmental Grant Agreement for partial execution. This Agreement provides the maximum CARES Act amount based on the budget provided in your agency's CARES Act Funding Apportionment and Application. Please return a partially executed Agreement to the Department and include the required Opinion of Counsel and acceptable Board Resolution with your Agreement. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Intergovernmental Grant Agreement that GATA requires. Please review it carefully, print a *single sided (one sided)* copy of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign his/her name, date the signature, print his/her name, print his/her title, and provide his/her e-mail address under GRANTEE NAME in Section 1.6 page 3.
- Complete Exhibit D, of your Agreement with the Grantee's Authorized Representative and the contact information for your Grantee's Program Compliance Oversight Monitor.
- Complete Part 2, Attachment 1, Certifications and Restrictions on Lobbying for federal funding greater than \$100,000.

- Have your Grantee's attorney complete Part 2, Attachment 2, Opinion of Council, including his/her review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program.
- Complete Part 2, Attachment 3, Board Resolution Authorizing Execution and Amendment of the federal 5311 Operating Assistance Grant Agreement, including all required grant specific information in the body of the resolution and complete the signature block as appropriate.
- Review Part 3, Attachment 1, Uniform Budget, Complete Section A Indirect Cost Rate Information; sign Section B Certification, and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also, complete the FFATA Data Collection Form on Part 3, Attachment 1, Uniform Budget.
- Return the single sided copy of the above Agreement, with signatures, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

The partially executed Agreements should be returned to:

Please email me the partially executed agreement at Cassandra.Squires@illinois.gov. We do not need for you to send the original copy.

Upon receipt of the partially executed Agreement, the Department will secure the necessary signatures, and return a fully executed Agreement for your files.

Should you have any questions regarding this Agreement, please contact IDOT-Transit project manager.

Sincerely,

Mackenzie Thiessen
Bureau Chief of Transit Operations

Enclosures

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
TAZEWELL COUNTY

The Illinois Department of Transportation (Grantor) with its principal office
2300 South Dirksen Parkway, Springfield IL. 62764
 and Tazewell County (Grantee) with its principal
11 South 4th St., Suite 220, Pekin, IL 61554

and payment address (if different than principal office) at Same
 hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation
 Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant
 to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the
 terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other
 good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree
 as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that
071430805 is Grantee's correct DUNS Number, that N/A is Grantee's correct
 UEI, if applicable, that 376002171 is Grantee's correct FEIN or Social Security Number, and that

Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable
tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form
 with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$1,008,858.00 , of which \$1,008,858.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is IL-2020-034-00 , the federal awarding agency is Federal Transit Administration (FTA) , and the federal award date is 06/10/20 . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Formula Grants for Rural Areas and the Number is 20.509 . The Catalog of State Financial Assistance (CSFA) Number is 494-80-2410 . The State Award Identification Number is 2410-23712 .

1.4 Term. This Agreement shall be effective 01/20/2020 and shall expire on 06/30/2023 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Acting Director of OIPI
Designee

By: _____
Signature of Matt Magalis, Acting Director of OIPI

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Tazewell County

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: David Zimmerman
Printed Title: County Board Chairman
Email: dzimmerman@tazewell.com

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 III. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Award" has the same meaning as in 44 III. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 III. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 III. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 III. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 III. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

- (s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- (t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.
- (u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Job Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**ARTICLE IX
CRIMINAL DISCLOSURE**

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

- 10.1 **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
 - (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PARTH THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must included an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL ORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-80-2410	2410-23712	679207

On Friday, March 27th, 2020, The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. Funds from this legislation included monies for public transportation to support the response to and significant financial impact of the COVID-19 pandemic. Federal Transit Administration (hereinafter "FTA") made apportionments available to each state to augment regular Section 5311 and 5311(f) funding.

The CARES Act funding allows additional eligible expenses such as facility and vehicle upgrades meant to increase safety, administrative personnel costs associated with the pandemic, procurement of cleaning supplies and personal protective equipment for drivers, staff, and passengers, and operating costs associated with delivery services on vehicles meeting incidental use eligibility requirements as outlined by the FTA.

The Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference.

The Grantor has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the FTA for federal operating, capital and administrative assistance for this Project.

The Grantor's application has been approved by FTA.

The Grantee represents that it is an eligible recipient and has made application to the Grantor for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the "Acts").

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

- A. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
- B. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- C. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
- D. Submission of cost allocations plans (if applicable.)
- E. Submission of the Public Transportation Service Plan (PTSP) (annual).
 - a. Including 5-Year Forecast.
- F. Submission of Compliance Review Action Plan Accomplishments (if applicable).
- G. Submission of National Transit Data Base Report (annual).
- H. Submission of PCOM report (quarterly).
- I. Submission of Capital Needs Assessment (annual).
- J. Submission of Non-DOAP Local Match Survey (annual).
- K. Submission of Procurement Notifications (as they occur).
- L. Submission of Disadvantaged Business Enterprises Letter (as they occur).
- M. Submission of Charter Service Letter (as they occur).
- N. Submission of Procurement Concurrence Request (as they occur).

**EXHIBIT C
PAYMENT**

Grantee shall receive \$1,008,858.00 under this agreement.

Enter specific terms of agreement here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;
2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and
5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions may not be submitted more frequently than quarterly, unless approved by the Grantor in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; meet the criteria set forth in the applicable provisions of the Grantor's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred within the Term governed by this Agreement; and
6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Grantor.

D. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the Term identified in Section 1.4 of this Agreement or other date specifically authorized by the Grantor; (iii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor.

E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR

Part 901.9(i).

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor 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 Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

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**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Glenn Groesch

Title: Section Chief

Address: 2300 S. Dirksen Parkway, Room 341, Springfield, IL 62764

Phone: 217-524-2156

TTY#: N/A

Fax#: N/A

Email Address: Glenn.Groesch@illinois.gov

GRANTEE CONTACT

Name: David Zimmerman

Title: County Board Chairman

Address: 11 South 4th St., Suite 220, Pekin, IL 61554

Phone: 309-477-2273

TTY#: N/A

Fax#: N/A

Email Address: dzimmerman@tazewell.com

Additional Information:

None Identified

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

- A. Submit accurate and timely reports required by this program.
- B. Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - 1. Financial Management Reviews;
 - 2. Compliance Reviews;
 - 3. Audits;
 - 4. Grantor policy changes;
 - 5. Public Complaint Process;
 - 6. and/or as directed by the Grantor to remain in compliance with grant requirements.
- C. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

A. Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.

B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

1. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
2. On or before August 1, the Grantee shall submit all annual reports.
3. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
4. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

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EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Fiscal And Administrative:

I. Audit (2 CFR 200.500):

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

II. Fraud, Waste and Abuse:

Conditions:

Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

Corrective Action:

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the implementation of corrective action.

Programmatic:

I. History of Performance (External – Sub-grantee/Sub-recipient/Sub-award):

Grantee must have a written policy governing oversight of sub-grantees, sub-recipients and sub-awards)

Conditions:

Grantee must report performance data for the sub-grantee/sub-recipient/sub-award.

Corrective action:

Grantee must demonstrate adequate oversight of sub-grantee/sub-recipient/sub-award. Condition may be removed after Agency re-examination in 6 months.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 01/20/2020 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 11/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End. Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

Renewal. This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXVII

COOPERATION IN CONNECTION WITH INSPECTION

27.1 Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the

Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ARTICLE XXVIII
ETHICS

28.1 Code of Conduct

(a) 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 state or federal 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 state or federal 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:

- (i) the employee, officer, board member, or agent;
- (ii) any member of his or her immediate family;
- (iii) his or her partner; or
- (iv) an organization which 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 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 subcontracts. The Grantor 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. The 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.

(b) 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 Grantee or impair the objectivity in performing the contract work.

(c) Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds. 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 a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

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.

ARTICLE XXIX
GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of PART TWO ATTACHMENT 3.

ARTICLE XXX
SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide 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 as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

30.2 If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol 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.

ARTICLE XXXI
DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

31.2 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

ARTICLE XXXII
CONTRACTS OF THE GRANTEE

32.1 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 Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered

into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

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

ARTICLE XXXIII
THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

ARTICLE XXXIV
LABOR PROVISIONS

34.1 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 current 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 services 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.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 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.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - 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 \$2,500 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, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. 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 contract 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 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.

ARTICLE XXXV
CIVIL RIGHTS

35.1. 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 Federal nondiscrimination laws including but not limited to: 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. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and 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 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. 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:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to 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. No. 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.

(ii) 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.

(b) 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.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, 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.

(d) 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 regulations that may be promulgated.

(e) 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

ARTICLE XXXVI

Illinois Human Rights Act

36.1. 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 "DOHR"), 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:

- (a) 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.
- (b) 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 DOHR'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.
- (c) 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.
- (d) 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 DOHR'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 DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this Civil Rights section 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/contract, 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 DOHR 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.

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII
Sexual Harassment

37.1. 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. A copy of the policies shall be provided to the Grantor upon request.

ARTICLE XXXVIII
Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 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 that may be issued during the term of this Agreement.

(b) 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 contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's 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.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:
((i) "The (contractor 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 or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:
1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

ARTICLE XXXIX

Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 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, 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 Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 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.

ARTICLE XL

Confidentiality - Drug or Alcohol Abuse

40.1. 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 the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI

Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII
INTELLECTUAL PROPERTY

42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

(b) The Grantee agrees to include this Intellectual Property section in its third party contracts for planning, research, studies, development, or demonstration under this Project.

42.2 Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) The Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651 as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This

subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ARTICLE XLIII SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV ENVIRONMENTAL REQUIREMENTS

44.1. 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. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 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:

(i) 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 set forth in the SIP.

(ii) 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.

(iii) 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.

44.2 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 water fowl 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.

Section 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.

44.3 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.

44.4 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.

44.5 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.

44.6 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.

44.7 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.

44.8 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.

44.9 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.

44.10 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.

44.11 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 33 U.S.C. Section 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.

44.12 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.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - 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.

44.15 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.

ARTICLE XLV PRIVACY

45.1 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.

ARTICLE XLVI PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

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PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING
(for federal funding > \$100,000)

I, J David Zimmerman, Board Chairman -hereby certify
(Name and title of official)

On behalf of Tazewell County that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee: Tazewell County

Type or print name: J David Zimmerman

Signature of authorized representative: [Handwritten Signature] Date: _____

Contract Number: 5276 (CARES-2410-23712) State Grant Number: OP-21-39-CARES

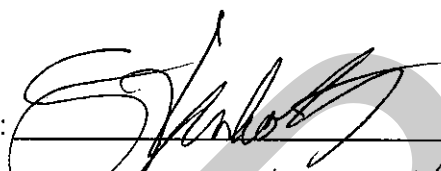
PART TWO ATTACHMENT 2

OPINION OF COUNSEL

I, Stewart Umboltz the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for Tazewell County ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of Tazewell County for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. 5276 (CARES-2410-23712), Grant No. (OP-21-39-CARES), ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Subrecipient" as defined in Section 5311.
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, ^{in my capacity as State's Attorney SJA} I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: 
(Attorney's Name) Stewart Umboltz

STATE'S
Attorney for: Tazewell County

Date: 12-04-2020

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL CARES Act Section 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWell COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for the term effective January 20th, 2020 and expiring on June 30th, 2023 ("Term") for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Tazewell County.

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

Section 3. That the Board Chairman is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 4. That the County Board Chairman is hereby authorized and directed to execute and file on behalf of Tazewell County Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for the Term.

Section 5. That the County Board Chairman is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for the Term.

PRESENTED and ADOPTED this 27th day of Jan, 2021



(Signature of Authorized Official)



(Attest)

David Zimmerman - County Board Chairman 1-27-21

(Title)

(Date)

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

**ARTICLE XLVII
DEFINITIONS**

47.1 As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.
- H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.
- I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- J. "U.S. DOT" means the United States Department of Transportation.

**ARTICLE XLVIII
PROJECT SCOPE**

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Grantor's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L

PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is \$1,008,858.00.

51.3 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII

ACCOMPLISHMENT OF THE PROJECT

52.1 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 and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 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 provisions of the current Master Agreement between the Grantor 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.

(a) 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 the Federal Transit Administration or the Grantor, 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 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 and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA 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 Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM. All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

(i) Relevant federal and state grant program(s) purpose and funding; and

(ii) State and federal public transportation capital and operating grant requirements.

(iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

- (i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;
- (ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
- (iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;
- (iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and
- (v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

- (i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
- (ii) The utilization, condition, and maintenance of Project Facilities;
- (iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;
- (iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;
- (v) Compliance with the requirements of this Agreement;
- (vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
- (vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

- (e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.
- (f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.
- (g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.
- (h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:
- (i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- (ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- (iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- (iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- (v) Any additional information requested by the Grantor.

ARTICLE LIII
LABOR LAW COMPLIANCE

53.1. 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 3007 of FAST Act , 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 § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. 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.

53.3. 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 Bus 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.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

ARTICLE LIV CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project . The Grantee further agrees to notify the Grantor within 30 calendar days

from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are 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 Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor 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 Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) 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 Project Facilities that, for any reason, have been withdrawn from service.

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. Misused or Damaged Property - If damage to any Project Facilities 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 those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. 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.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) 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 of the Project Facilities; or

(b) Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E "Third Party Contracting Guidance" and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:

(a) The third party contractor's integrity;

(b) The third party contractor's compliance with public policy;

(c) The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and

(d) The third party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. 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 U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. 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.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 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, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

ARTICLE LVII

ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a "Public Transportation Account" or a "PTA") in conformity with

requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as "Project Funds"). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

- (a) Eligible costs; and
- (b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

57.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, 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). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor 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 Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. 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.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

ARTICLE LVIII
PROJECT CLOSEOUT

58.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. 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 Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

ARTICLE LIX
SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, 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 further agrees and certifies that it shall immediately notify the Grantor 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.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall 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 included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. 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.

ARTICLE LX
GRANTEE'S PROGRAM SPECIFIC WARRANTIES

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

- (a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and
- (b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

PART THREE ATTACHMENT 1
UNIFORM BUDGET

DRAFT



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Transportation
 Organization Name: Tazewell County
 Data Universal Number System (DUNS) Number (enter numbers only): 71430805
 Catalog of State Financial Assistance (CSFA) Number: 494-80-2410
 Notice of Funding Opportunity (NOFO) Number: 494800338
 CSFA Short Description: CARES Act Section 5311
Action A: State of Illinois Funds:
 Fiscal Year: 2021

State of Illinois Grant Requested	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Revenue	Total Expenditures
Budget Expenditure Categories			
Personnel (Salary and Wages)	200,436	\$	\$0.00
Fringe Benefits	200,431	\$	\$0.00
Travel	200,474	\$	\$0.00
Equipment	200,439	\$	\$0.00
Supplies	200,924	\$	\$0.00
Contractual Services and Subawards	200,318 & 200,92	\$	\$1,008,858.00
Consultant (Professional Service)	200,459	\$	\$0.00
Construction		\$	\$0.00
Occupancy (Rent and Utilities)	200,465	\$	\$0.00
Research and Development (R&D)	200,87	\$	\$0.00
Telecommunications		\$	\$0.00
2. Training and Education	200,472	\$	\$0.00
3. Direct Administrative Costs	200,413 (C)	\$	\$0.00
4. Miscellaneous Costs		\$	\$0.00
5. A. Grant Exclusive Line Item(s)		\$	\$0.00
5. B. Grant Exclusive Line Item(s)		\$	\$0.00
5. C. Grant Exclusive Line Item(s)		\$	\$0.00
6. Total Direct Costs (add lines 1-5)	200,413	\$	\$1,008,858.00
7. Total Indirect Costs	200,414	\$	\$0.00
8. Total State Grant Funds (Lines 16 and 17)			\$1,008,858.00
MUST EQUAL REVENUE TOTALS ABOVE			

Instructions found at end of document



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

NOFO Number: 494800338

SECTION A - Continued - Indirect Cost Rate Information

Your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Our organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).
 - 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**
 - 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**
 - 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**
 - 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
 The Restricted Indirect Cost Rate is: _____ %
 - 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: ___ To: ___ Approving Federal or State Agency: _____

Indirect Cost Rate: ___% The Distribution Base Is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Tazewell County

Section B: **Non-State of Illinois Funds**

Fiscal Year: 2021

NOFO Number: 494800338

REVENUES		Total Revenue	
1. Cash		\$	
2. Other Funding and Contributions		\$	
3. Net State Funds (Federal Programs)		\$	
4. Net State Funds (Non-Federal)		\$	
Budget Expenditure Categories		OIG Performance Federal Awards Period: 7/1/20 - 6/30/21	
		Total Expenditures	
1. Personnel (Salaries and Wages)	200.430	\$	\$0.00
2. Fringe Benefits	200.430	\$	\$0.00
3. Travel	200.474	\$	\$0.00
4. Equipment	200.439	\$	\$0.00
5. Supplies	200.94	\$	\$0.00
6. Contractual Services and Subawards	200.638 & 200.62	\$	\$0.00
7. Consultant (Professional Services)	200.459	\$	\$0.00
8. Construction		\$	\$0.00
9. Occupancy (Rent and Utilities)	200.465	\$	\$0.00
10. Research and Development (R&D)	200.87	\$	\$0.00
11. Telecommunications		\$	\$0.00
12. Training and Education	200.472	\$	\$0.00
13. Direct Administrative Costs	200.413 (c)	\$	\$0.00
14. Miscellaneous Costs		\$	\$0.00
15. A. Grant Exclusive Line Item(s)		\$	\$0.00
15. B. Grant Exclusive Line Item(s)		\$	\$0.00
15. C. Grant Exclusive Line Item(s)		\$	\$0.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$0.00
17. Total Indirect Costs	200.414	\$	\$0.00
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17)		\$	\$0.00
MUST EQUAL REVENUE TOTALS ABOVE			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County Notice of Funding Opportunity (NOFO) Number: 494800338

Data Universal Number System (DUNS) Number (enter numbers only): 71430805

CSFA Short Description: CARES Act Section 5311

CSFA Number: 494-80-2410

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Tazewell County

Institution/Organization Name:

Finance Director

Title (Chief Financial Officer or equivalent):

Craig A. Peters

Printed Name (Chief Financial Officer or equivalent):

Craig A. Peters

Signature (Chief Financial Officer or equivalent):

Date of Execution (Chief Financial Officer):

Tazewell County

Institution/Organization Name:

Tazewell County Board Chairman

Title (Executive Director or equivalent):

J. David Zimmerman

Printed Name (Executive Director or equivalent):

J. David Zimmerman

Signature (Executive Director or equivalent):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

1-digit extension if applicable:

Sub-recipient DUNS: 71430805

Sub-recipient Parent Company DUNS: 71430805

Sub-recipient Name: Tazewell County

Sub-recipient DBA Name: County of Tazewell

Sub-recipient Street Address: 11 S. 4th Street

City: Pekin State: Illinois

Zip-Code: 61554

Congressional District: 18

Sub-recipient Principal Place of Performance:

City: Pekin State: Illinois

Zip-Code: 61554

Congressional District: 18

Contract Number (if known):

Award Amount: \$1,008,858.00

Project Period: From: 7/4/2020 1/20/20

Project Period: To: 6/30/23

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation for Rural Tazewell County

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below.

No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes

No If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1. Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr/Mo/Hr)	% of Time	Length of Time	Personnel Cost
NA	NA	NA	NA	NA%	NA	NA
NA	NA	NA	NA	NA%	NA	NA
State Total						\$0.00
NON-State Total						\$0.00
Total Personnel						\$0.00

Personnel Narrative (State):

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost
NA	NA	NA	NA%	NA
State Total				\$0.00
NA	NA	NA	NA%	NA
Non-State Total				\$0.00
Total Fringe Benefits				\$0.00

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1. **Travel (2 CFR 200.474)**
 Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost
NA	NA	NA	NA	NA	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA	NA	NA
NON-State Total						\$0.00
Total Travel						\$0.00

Travel Narrative (State):
 Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost
NA	NA	NA	NA
State Total			\$0.00
NA	NA	NA	NA
Non-State Total			\$0.00
Total Equipment			\$0.00

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost
NA	NA	NA	NA
State Total			\$0.00
NA	NA	NA	NA
Non-State Total			\$0.00
Total Supplies			\$0.00

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
Direct Costs incurred by private not-for-profit Operator of the transportation system	\$1,008,858.00	Add Delete	
	State Total		
	\$1,008,858.00	Add Delete	
N/A		Add Delete	
	Non-State Total		
	\$0		
	Total Contractual Services		
	\$1,008,858.00		

Contractual Services Narrative (State):

Purchase of transportation services from a publicly owned transportation provider or a privately owned transportation provider. This category also includes user-side subsidies, a purchase of service contract in which the passenger (user) pays for a portion of the full fares. Purchased transportation includes the reimbursements to volunteers for mileage on personal vehicles for public transportation if used to transport passengers. The costs associated with this service are \$530,000 for wages, \$230,000 for fringe benefits, \$248,858 for materials and other supplies.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Quantity	Consultant Services (Fee) Cost
NA	NA	NA	NA	NA	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA	NA	NA
NON-State Total						\$0.00
Total Consultant Services (Fees)						\$0.00

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost
NA	NA	NA	NA	NA	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA	NA	NA
NON-State Total						\$0.00
Total Consultant Expenses						\$0.00

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be reported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost
NA	NA	NA
NA	NA	NA
State Total		\$0.00
Non-State Total		\$0.00
Total Construction		\$0.00

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months of rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Occupancy - Rent and Utilities					\$0.00

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Construction Cost
NA	NA	NA
NA	NA	NA
State Total		\$0.00
Non-State Total		\$0.00
Total Construction		\$0.00
Construction Narrative (State):		
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")		



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunication, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NON-State Total					\$0.00
Total Telecommunications					\$0.00

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NON-State Total					\$0.00
Total Training and Education					\$0.00

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost
NA	NA	NA	NA	NA %	NA	NA
NA	NA	NA	NA	NA %	NA	NA
State Total						\$0.00
NON-State Total						\$0.00
Total Direct Administrative Costs						\$0.00

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NON-State Total					\$0.00
Total Other or Miscellaneous Costs					\$0.00

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). A. GRANT EXCLUSIVE LINE ITEM
Grant Exclusive Line Item Description: **Casualty and Liability Costs**

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00
Grant Exclusive Line Item Narrative (State):					
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). B. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Taxes and Fees

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5) C. GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Debt Service (Urban DOAP Only) ~

Items directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns in this table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00

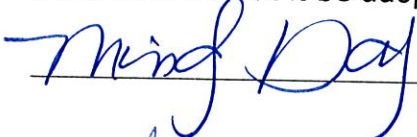

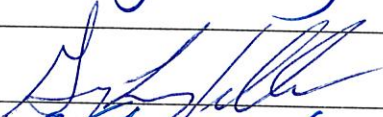
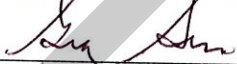

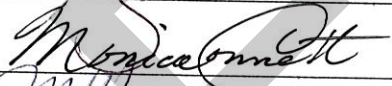
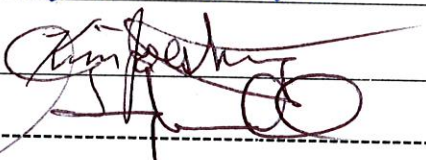
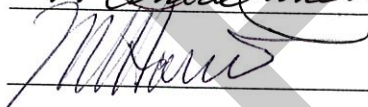
Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

Date: December 10, 2020

RE: FY2021 Uniform Intergovernmental Grant Agreement / Section 5311
Operating Assistance Program Grant

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received and conditionally approved your completed agency's Fiscal Year 2021 Section 5311 Operating Assistance Application with information contained pursuant to Section 740/3-8 of the Downstate Public Transportation Act (30 ILCS 740, Article III).

The Department is transmitting your agency's FY21 Section 5311 Operating Assistance Uniform Grant Agreement for partial execution. This Agreement provides the maximum Section 5311 amount based on the budget provided in your agency's Section 5311 Funding Apportionment and Application. Please submit a partially executed Agreement to the Department and include the required Opinion of Counsel and acceptable Board Resolution with your Agreement. Without these documents, the Department cannot fully execute your Agreement.

This Agreement is based on the Uniform Intergovernmental Grant Agreement that GATA requires. Please review it carefully, print one *single sided (one sided)* copy of the attached Agreement, and have your agency's (Grantee's) authorized representative complete the following:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign his/her name, date the signature, print her/his name, print her/his title, and provide her/his e-mail address under GRANTEE NAME in Section 1.6 page 3.
- Complete Exhibit D, of your Agreement with the Grantee's Authorized Representative and the contact information for your Grantee's Program Compliance Oversight Monitor.
- Complete Part 2, Attachment 1, Certifications and Restrictions on Lobbying for federal funding greater than \$100,000.

- Have your Grantee's attorney complete Part 2, Attachment 2, Opinion of Council, including his/her review of grant specific information in the body of the Opinion and sign and date after reviewing the Agreement and Grantee's eligibility under the program.
- Complete Part 2, Attachment 3, Board Resolution Authorizing Execution and Amendment of the federal 5311 Operating Assistance Grant Agreement, including all required grant specific information in the body of the resolution and complete the signature block as appropriate.
- Review Part 3, Attachment 1, Uniform Budget, Complete Section A Indirect Cost Rate Information; sign Section B Certification, and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also, complete the FFATA Data Collection Form on Part 3, Attachment 1, Uniform Budget.
- Return single sided copy of the above Agreements, with original signatures, to the Department. Be sure to include complete Opinion of Counsel and Board Resolution forms authorizing this Agreement.

The partially executed Agreement should be returned to:

To expedite the IDOT signature process, please return the partially executed digital copy agreement to: Yvonne.Sigrist@illinois.gov

Upon receipt of the partially executed Agreement, the Department will secure the necessary signatures, and return a fully executed Agreement for your files.

Should you have any questions regarding this Agreement, please contact IDOT-Transit project manager.

Sincerely,

Mackenzie Thiessen
Bureau Chief of Transit Operations

Enclosures

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

**THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
TAZEWELL COUNTY**

The Illinois Department of Transportation (Grantor) with its principal office
2300 South Dirksen Parkway, Springfield IL. 62764
and Tazewell County (Grantee) with its principal
11 South 4th St. Suite 220, Pekin, IL 61554
and payment address (if different than principal office) at Same
hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation
Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376002171 is Grantee's correct FEIN or Social Security Number, and that

Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$267,719.00, of which \$267,719.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 1177-2020-2, IL-18-X030, IL-18-X031, IL-18-X032, IL-2016-034-00, IL-2017-037-00, IL-2019-002-00, & IL-2019-024-00, the federal awarding agency is Federal Transit Administration (FTA), and the federal award date is 02/01/19. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Formula Grants for Rural Areas and the Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is 0338-24216.

1.4 Term. This Agreement shall be effective 07/01/2020 and shall expire on 06/30/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

By: _____
Signature of Matt Magalis, Acting Director of OIPI

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Acting Director of OIPI
Designee

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Tazewell County

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: David Zimmerman
Printed Title: County Board Chairman
Email: dzimmerman@tazewell.com

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 **Higher Education Cost Principles.** The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Job Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 **Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL ORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number

494-80-0338

NOSA/SAIN Number

0338-24216

GATA Registration Number

679207

The Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference.

The Grantor has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project.

The Grantor's application has been approved by FTA.

The Grantee represents that it is an eligible recipient and has made application to the Grantor for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the "Acts").

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

- A. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 funds in this Agreement.
- B. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
- C. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- D. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois. Administrative Code Title 92, Chapter I, Subchapter h, Part 651.
- E. Submission of cost allocations plans (if applicable.)
- F. Submission of the Public Transportation Service Plan (PTSP) (annual).
 - a. Including 5-Year Forecast.
- G. Submission of Compliance Review Action Plan Accomplishments (if applicable).
- H. Submission of National Transit Data Base Report (annual).
- I. Submission of PCOM report (quarterly).
- J. Submission of Capital Needs Assessment (annual).
- K. Submission of Non-DOAP Local Match Survey (annual).
- L. Submission of Procurement Notifications (as they occur).
- M. Submission of Disadvantaged Business Enterprises Letter (as they occur).
- N. Submission of Charter Service Letter (as they occur).
- O. Submission of Procurement Concurrence Request (as they occur).

**EXHIBIT C
PAYMENT**

Grantee shall receive \$267,719.00 under this agreement.

Enter specific terms of agreement here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;
2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and
5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions may not be submitted more frequently than quarterly, unless approved by the Grantor in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; meet the criteria set forth in the applicable provisions of the Grantor's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred within the state fiscal year governed by this Agreement; and
6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Grantor.

D. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in the Project Budget section in PART THREE of this Agreement or other date specifically authorized by the Grantor; (iii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor.

E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR

Part 901.9(i).

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor 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 Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

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**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Glenn Groesch
Title: Section Chief
Address: 2300 S. Dirksen Parkway, Room 341
Phone: 217.524.2156
TTY#: N/A
Fax#: N/A
Email Address: Glenn.Groesch@illinois.gov

GRANTEE CONTACT

Name: David Zimmerman
Title: County Board Chairman
Address: 11 South 4th St. Suite 220, Pekin, IL 61554
Phone: 217.477.2273
TTY#: N/A
Fax#: N/A
Email Address: dzimmerman@tazewell.com

Additional Information:

N/A

EXHIBIT E
PERFORMANCE MEASURES

The Grantee should:

A. Submit accurate and timely reports required by this program.

B. Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:

1. Financial Management Reviews;
2. Compliance Reviews;
3. Audits;
4. Grantor policy changes;
5. Public Complaint Process;
6. and/or as directed by the Grantor to remain in compliance with grant requirements.

C. Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

A. Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.

B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

1. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 Funds in this Agreement.

2. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.

3. On or before August 1, the Grantee shall submit all annual reports.

4. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 651.

5. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

I. Audit (2 CFR 200.500)

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

II. Fraud, Waste and Abuse

Conditions:

Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

Corrective Action:

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the implementation of corrective action.

Programmatic:

I. Agency and Grant-Specific Parameters

Conditions:

Unique to parameter

Corrective Action:

Grantee must demonstrate ability to comply with agency and grant-specific requirements. Condition may be removed after Agency re-examination in 6 months. A letter to the Department is required stating why the additional requirements should be removed.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report. 07/01/20

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 11/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

Renewal. This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXVII

COOPERATION IN CONNECTION WITH INSPECTION

27.1 Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the

Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ARTICLE XXVIII
ETHICS

28.1 Code of Conduct

(a) 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 state or federal 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 state or federal 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:

- (i) the employee, officer, board member, or agent;
- (ii) any member of his or her immediate family;
- (iii) his or her partner; or
- (iv) an organization which 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 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 subcontracts. The Grantor 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. The 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.

(b) 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 Grantee or impair the objectivity in performing the contract work.

(c) Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds. 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 a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

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.

ARTICLE XXIX
GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of PART TWO ATTACHMENT 2.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of PART TWO ATTACHMENT 3.

ARTICLE XXX
SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug- Free Workplace Act of 1988, , 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide 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 as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

30.2 If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol 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.

ARTICLE XXXI
DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

31.2 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

ARTICLE XXXII
CONTRACTS OF THE GRANTEE

32.1 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 Grantor except where expressly provided otherwise in Grantor guidelines, or where specifically approved in writing by the Grantor. Each contract entered

into by the Grantee must be approved by the Grantor prior to the Grantee executing such contract, except as provided in Grantor guidelines.

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

ARTICLE XXXIII
THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

ARTICLE XXXIV
LABOR PROVISIONS

34.1 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 current 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 services 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.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 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.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - 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 \$2,500 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, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. 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 contract 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 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.

ARTICLE XXXV CIVIL RIGHTS

35.1. 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 Federal nondiscrimination laws including but not limited to: 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. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and 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 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. 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:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to 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. No. 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.

(ii) 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.

(b) 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.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, 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.

(d) 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 regulations that may be promulgated.

(e) 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

ARTICLE XXXVI

Illinois Human Rights Act

36.1. 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 "DOHR"), 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:

(a) 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.

(b) 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 DOHR'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.

(c) 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.

(d) 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 DOHR'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 DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

(g) That it will include verbatim or by reference the provisions of this Civil Rights section 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/contract, 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 DOHR 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.

(h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII Sexual Harassment

37.1. 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. A copy of the policies shall be provided to the Grantor upon request.

ARTICLE XXXVIII Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 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 that may be issued during the term of this Agreement.

(b) 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 contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's 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.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

((i) "The (contractor 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 or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

ARTICLE XXXIX

Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 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, 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 Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 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.

ARTICLE XL

Confidentiality - Drug or Alcohol Abuse

40.1. 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 the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI

Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII
INTELLECTUAL PROPERTY

42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

42.2. The Grantee agrees to include this Intellectual Property section in its third party contracts for planning, research, studies, development, or demonstration under this Project. Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651 as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the

Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ARTICLE XLIII SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV ENVIRONMENTAL REQUIREMENTS

44.1. 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. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 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:

(i) 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 set forth in the SIP.

(ii) 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.

(iii) 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.

44.2 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 water fowl 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.

Section 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.

44.3 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.

44.4 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.

44.5 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.

44.6 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.

44.7 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.

44.8 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.

44.9 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.

44.10 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.

44.11 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 33 U.S.C. Section 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.

44.12 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.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - 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.

44.15 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.

ARTICLE XLV PRIVACY

45.1 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.

ARTICLE XLVI PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security

Information, 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

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PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING
(for federal funding > \$100,000)

I, David Zimmerman, County Board Chairman -hereby certify
(Name and title of official)

On behalf of Tazewell County that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person 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 undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee: Tazewell County

Type or print name: David Zimmerman

Signature of authorized representative  Date 1-27-21

Contract Agreement Number: OP-21-39-FED (21-0338-24216)

PART TWO ATTACHMENT 2

OPINION OF COUNSEL

I, State's Attorney Stewart J. Umboldt the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for Tazewell County ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of Tazewell County for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. OP-21-39-FED (21-0338-24216), ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Subrecipient" as defined in Section 5311.
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: *Stewart J. Umboldt S.A.*
 (Attorney's Name) *Stewart J. Umboldt, State's Attorney*

State's Attorney
 Attorney for: Tazewell County

Date: *12-14-2020*

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWell COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2021 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program the Tazewell County will provide all required local matching funds.

Section 3. That the County Board Chairman is hereby authorized and directed to execute and file on behalf of Tazewell County such application.

Section 4. That the County Board Chairman is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

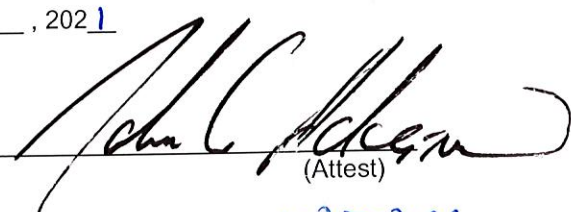
Section 5. That the County Board Chairman is hereby authorized and directed to execute and file on behalf of Tazewell County Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2021.

Section 6. That the County Board Chairman is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2021.

PRESENTED and ADOPTED this 27th day of Jan, 2021



(Signature of Authorized Official)



(Attest)

County Board Chairman

(Title)

1-27-2021

(Date)

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

ARTICLE XLVII
DEFINITIONS

47.1 As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.
- H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.
- I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- J. "U.S. DOT" means the United States Department of Transportation.

ARTICLE XLVIII
PROJECT SCOPE

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Grantor's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L
PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year 2021 (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is \$ 267,719.00.

51.3 The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

51.4 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.5 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII
ACCOMPLISHMENT OF THE PROJECT

52.1 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 and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 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 provisions of the current Master Agreement between the Grantor 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.

(a) 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 the Federal Transit Administration or the Grantor, 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 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 and the contract(s). The Grantee and such 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.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA 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 Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM. All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

(i) Relevant federal and state grant program(s) purpose and funding; and

(ii) State and federal public transportation capital and operating grant requirements.

(iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

(i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;

(ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;

(iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;

(iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and

(v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

(i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;

(ii) The utilization, condition, and maintenance of Project Facilities;

(iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;

(iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year;

(v) Compliance with the requirements of this Agreement;

(vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

(vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

(i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

ARTICLE LIII LABOR LAW COMPLIANCE

53.1. 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 3007 of FAST Act, 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 § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. 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.

53.3. 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 Bus 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.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

ARTICLE LIV CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee

unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are 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 Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

55.6. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the

Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) Fair Market Value - The following requirements apply to the calculation of fair market value:

(c) Project Facilities - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor 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 Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) 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 Project Facilities that, for any reason, have been withdrawn from service.

55.7. Disposition of Property - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. Misused or Damaged Property - If damage to any Project Facilities 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 those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. 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.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) 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 of the Project Facilities; or

(b) Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the requirements of FTA 4220.1E “Third Party Contracting Requirements” November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee

agrees to consider:

- (a) The third party contractor's integrity;
- (b) The third party contractor's compliance with public policy;
- (c) The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
- (d) The third party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. 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 U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. 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.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit

the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 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, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

ARTICLE LX ACCOUNTING, RECORDS, AND ACCESS

56.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the

Project (hereinafter referred to as a "Public Transportation Account" or a "PTA") in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

56.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as "Project Funds"). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

- (a) Eligible costs; and
- (b) Operating or capital expenditures directly related to the Project, pursuant to Grantor procedures.

60.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

60.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

60.5. Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, 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). Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board. The Grantor 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 Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

60.6. 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.

60.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

ARTICLE LXI PROJECT CLOSEOUT

61.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor- approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. 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 Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

ARTICLE LXII
SCHOOL BUS AND CHARTER SERVICES OPERATIONS

62.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, 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 further agrees and certifies that it shall immediately notify the Grantor 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.

62.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall 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 included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. 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.

ARTICLE LXIII
GRANTEE'S PROGRAM SPECIFIC WARRANTIES

63.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

- (a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and
- (b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

PART THREE ATTACHMENT 1
UNIFORM BUDGET

DRAFT



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.

Option (3): The applicant elects to change the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** (The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** See Notice of State Award for Restricted Rate Programs.

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d), the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtitled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Transportation

Organization Name: Tazewell County

Data Universal Number System (DUNS) Number (enter numbers only): 71430805

Catalog of State Financial Assistance (CSFA) Number: 494-80-0338

CSFA Short Description: Section 5311 Operating

Notice of Funding Opportunity (NOFO) Number: 494800338

Section A: State of Illinois Funds

Fiscal Year: 21

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	267,719.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200,430	\$	
2. Fringe Benefits	200,431	\$	
3. Travel	200,474	\$	
4. Equipment	200,439	\$	
5. Supplies	200,94	\$	
6. Contractual Services and Subawards	200,318 & 200,92	\$	267,719.00
7. Consultant (Professional Service)	200,459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200,465	\$	
10. Research and Development (R&D)	200,87	\$	
11. Telecommunications		\$	
12. Training and Education	200,472	\$	
13. Direct Administrative Costs		\$	
14. Miscellaneous Costs	200,413 (c)	\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200,413	\$	267,719.00
17. Total Indirect Costs	200,414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	267,719.00

Instructions found at end of document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

NOFO Number: 494800338

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (if this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).
 - 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (if this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**
 - 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**
 - 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**
 - 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
 The Restricted Indirect Cost Rate is: _____ %
 - 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

NOFO Number: 494800338

Section B: Non-State of Illinois Funds

Fiscal Year: 21

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	886,141.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	886,141.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)		200,430	\$
2. Fringe Benefits		200,431	\$
3. Travel		200,474	\$
4. Equipment		200,439	\$
5. Supplies		200,94	\$
6. Contractual Services and Subawards		200,318 & 200,92	\$
7. Consultant (Professional Services)		200,459	\$
8. Construction			\$
9. Occupancy (Rent and Utilities)		200,465	\$
10. Research and Development (R&D)		200,87	\$
11. Telecommunications			\$
12. Training and Education		200,472	\$
13. Direct Administrative Costs		200,413 (c)	\$
14. Miscellaneous Costs			\$
15. A. Grant Exclusive Line Item(s)			\$
15. B. Grant Exclusive Line Item(s)			\$
16. Total Direct Costs (add lines 1-15)		200,413	\$
17. Total Indirect Costs		200,414	\$
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE			\$ 886,191.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

Notice of Funding Opportunity (NOFO) Number: 494800338

Data Universal Number System (DUNS) Number (enter numbers only): 71430805

Catalog of State Financial Assistance (CSFA) Number: 494-80-0338

CSFA Short Description: Section 5311 Operating

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Tazewell County

Tazewell County

Institution/Organization Name:

Institution/Organization Name:

Finance Director

Tazewell County Board Chairman

Title (Chief Financial Officer or equivalent):

Title (Executive Director or equivalent):

Craig A. Peters

J David Zimmerman

Printed Name (Chief Financial Officer or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely. 4-digit extension if applicable:

Sub-recipient DUNS: 71430805 Sub-recipient Parent Company DUNS: 71430805

Sub-recipient Name: Tazewell County

Sub-recipient DBA Name: County of Tazewell

Sub-recipient Street Address: 11 South 4th Street

City: Pekin State: Illinois Zip-Code: 61554 Congressional District: 18

Sub-recipient Principal Place of Performance: Tazewell County

City: Pekin State: Illinois Zip-Code: 61554 Congressional District: 18

Contract Number (if known): Award Amount: \$267,719.00 Project Period: From: Jul 1, 2020 Project Period: To: Jun 30, 2021

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation - Section 5311 Assistance for Rural Tazewell County

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Yes No If No, you must provide the data. Please fill out the rest of this form.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
n/a	n/a			0 %	0		Add Delete
State Total							
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
n/a	n/a	\$0.00	0 %		Add Delete
n/a	n/a	\$0.00	0 %		Add Delete
State Total					
Non-State Total					
Total Fringe Benefits					
Fringe Benefits Narrative (State):					
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
n/a	n/a		0	0	0	\$0.00	Add Delete
State Total						\$0.00	
NON-State Total						\$0.00	
Total Travel						\$0.00	
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e.e "Match" of "Other Funding)							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
n/a	0	\$0.00	\$0.00	Add	Delete
State Total			\$0.00		
n/a	0	\$0.00	\$0.00	Add	Delete
Non-State Total			\$0.00		
Total Equipment			\$0.00		

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
n/a	0	\$0.00	\$0.00	Add Delete	
State Total			\$0.00		
n/a	0	\$0.00	\$0.00	Add Delete	
Non-State Total			\$0.00		
Total Supplies			\$0.00		

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include subawards. Provide separate budgets for each subaward or contract regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows	
Direct costs incurred by private not-for-profit operator of the transit system	\$267,719.00	Add Delete	
	\$267,719.00		
State Total	\$896,191.00	Add Delete	
Direct costs incurred by private not-for-profit operator of the transit system			
Non-State Total	\$886,191.00		
Total Contractual Services	\$1,153,910.00		
Contractual Services Narrative (State):			
Purchased services include \$134,060 wages, \$43,566 fringe benefits, \$65,152 fuel, tires, towing, oil, \$18,740 insurance, \$900 miscellaneous (advertising, meetings, etc.) \$500 License plates, indirect cost \$5,000			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			
Match			



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
n/a	n/a		0	0			Add Delete
State Total							
n/a	n/a		0	0			Add Delete
NON-State Total							
Total Consultant Services (Fees)							
Consultant Services Narrative (State):							
Consultant Services Narrative (Non-State):							
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
n/a	n/a						Add Delete
State Total							
NON-State Total							
Total Consultant Expenses							
Consultant Expenses Narrative (State):							
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
n/a	n/a	\$0.00	Add Delete
	State Total	\$0.00	
n/a	n/a	\$0.00	Add Delete
	Non-State Total	\$0.00	
	Total Construction	\$0.00	

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
n/a	0	0	\$0.00	0		Add Delete
				State Total		
				NON-State Total		
				Total Occupancy - Rent and Utilities		
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
n/a	n/a	\$0.00	Add Delete
	State Total	\$0.00	
n/a	n/a	\$0.00	Add Delete
	Non-State Total	\$0.00	
	Total Research and Development	\$0.00	

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunication, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row	
						Add	Delete
n/a	0	0	\$0.00	0		Add	Delete
State Total							
n/a	0	0	\$0.00	0		Add	Delete
NON-State Total							
Total Telecommunications							
Telecommunications Narrative (State):							
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
n/a	0	0	\$0.00	0		Add/ Delete
				State Total		
n/a	0	0	\$0.00	0		Add/ Delete
				NON-State Total		
				Total Training and Education		
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
n/a	n/a			0 %	0		Add Delete
					State Total		
n/a	n/a			0 %	0		Add Delete
NON-STATE TOTAL							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
n/a	0	0	\$0.00	0		Add Delete
				State Total		
				NON-State Total		
				Total Other or Miscellaneous Costs		
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: n/a

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
n/a	0	0	\$0.00	0	\$0.00	Add Delete
State Total					\$0.00	
NON-State Total					\$0.00	
Total Grant Exclusive Line Item					\$0.00	

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
n/a	0	\$0.00	\$0.00	Add Delete
		State Total	\$0.00	
n/a	0	\$0.00	\$0.00	Add Delete
		Non-State Total	\$0.00	
Total Indirect Costs			\$0.00	
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel	\$0.00	\$0.00	\$0.00
4. Equipment	\$0.00	\$0.00	\$0.00
5. Supplies	\$0.00	\$0.00	\$0.00
6. Contractual Services	\$267,719.00	\$886,191.00	\$1,153,910.00
7. Consultant (Professional Services)			
8. Construction	\$0.00	\$0.00	\$0.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)	\$0.00	\$0.00	\$0.00
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEMS)			
16. Indirect Costs	\$0.00	0.00	\$0.00
	State Request		
	\$267,719.00		
	Non-State Amount		
		\$886,191.00	
TOTAL PROJECT COSTS			\$1,153,910.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Tazewell County

Data Universal Number System (DUNS) Number (enter numbers only) : 71430805

Notice of Funding
Opportunity (NOFO) Number: 494800338

Catalog of State Financial Assistance (CSFA) Number: 494-80-0338

CSFA Short Description: Section 5311 Operating

Fiscal Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved: \$1,153,910

Sean Barberet

Program Approval Name

Sean Barberet
Program Approval Signature

11/9/20
Date

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

GOMBGATU-3002-(R-02-17)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
Personnel	\$0.00	\$0.00	\$0.00
2. Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
1. Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
3. Contractual Services	\$1,008,858.00	\$0.00	\$1,008,858.00
Consultant (Professional Services)	\$0	\$0	\$0
3. Construction	\$0.00	\$0.00	\$0.00
2. Occupancy (Rent and Utilities)	\$0.00	\$0.00	\$0.00
10. Research and Development (R & D)	\$0.00	\$0.00	\$0.00
1. Telecommunications	\$0.00	\$0.00	\$0.00
12. Training and Education	\$0.00	\$0.00	\$0.00
13. Direct Administrative Costs	\$0.00	\$0.00	\$0.00
14. Other or Miscellaneous Costs	\$0.00	\$0.00	\$0.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$0.00	\$0.00	\$0.00
16. Indirect Costs	\$0	\$0	\$0.00
	State Request \$1,008,858		
	Non-State Amount \$0		
TOTAL PROJECT COSTS			\$1,008,858



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Tazewell County

Data Universal Number System (DUNS) Number (enter numbers only): 71430805 Notice of Funding Opportunity (NOFO) Number: 494800338

Catalog of state Financial Assistance (CSFA) Number: 494-80-2410 CSFA Short Description: CARES Act Section 5311

Fiscal Year(s): 2021

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$1,008,858

Sean Barberet _____
Program Approval Name _____ Program Approval Signature _____
Date 9/22/20

Fiscal & Administrative Approval Name _____ Fiscal & Administrative Approval Signature _____
Date _____

Budget Revision Approved: _____

Program Approval Name _____ Program Approval Signature _____
Date _____

Fiscal & Administrative Approval Signature _____ Fiscal & Administrative Approval Signature _____
Date _____

200.308 Revision of budget and program plans

e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the grantant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost
NA	NA	NA	NA
NA	NA	NA	NA
State Total			\$0
Non-State Total			\$0
Total Indirect Costs			\$0.00

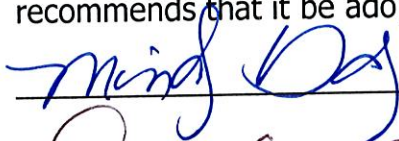
Indirect Costs Narrative (State):

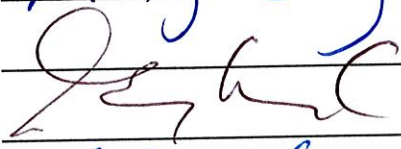
Indirect Costs Narrative (Non-State):


COMMITTEE REPORT


Mr. Chairman and Members of the Tazewell County Board:


Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

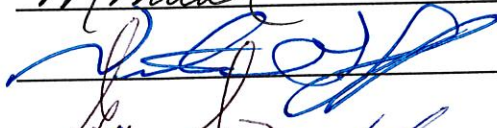


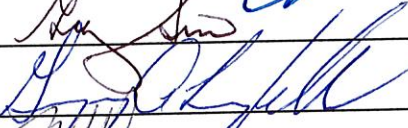


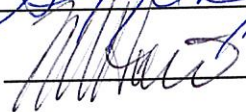












RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached amendment to Ordinance Chapter 95 – Food Establishments; and

WHEREAS, this amendment is a temporary adjustment for 2021 late fees as a result of the COVID issues in 2020; and

WHEREAS, this temporary adjustment has been considered and approved by the Board of Health.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department Administrator, the Chairman of the Board of Health, the Director of Environmental Health and American Legal Publishing of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

§ 95.04 ENFORCEMENT PROVISIONS

(A) *Permits.*

(4) *Penalty fees.* Penalty fees for late renewal shall be assessed as follows:

<i>Both Exempt and Non-Exempt</i>	
Late fees (beginning January 1 to January 10)	
Food permit late fee	\$100
Late fees (beginning January 11 to January 31):	
Food permit late fee	\$100
Plus per day surcharge	\$5 per day
Late fees (on February 1)	
Food permit terminated	License holder must re-apply
For new food permit (a plan review will be required)	
Late fees will apply	

<i>Both Exempt and Non-Exempt</i>	
<i>Modified Late fees beginning January 1, 2021 and Expires June 30, 2021</i>	
Late fees (beginning February 1)	
Food permit late fee	\$100
Food permit terminated April 1 st \$100 late fee will apply	License holder must re-apply

1. Due to the COVID -19 Issues in 2020 we would like to Move the late fees from beginning Jan 1 to February 1. Eliminate the \$5.00 per day fee facility has not paid by April 1st then they would have to apply for a new permit.
2. Any facility that did not operate at all in 2020 would have their permit fee waived in 2021 if they paid in 2020.
3. We would also like to offer a payment plan where a facility could pay in two installments, first payment due by Feb 1, 2021.



Proposal Cover Sheet

Date: 1/13/21

Document Title: *Licensed food establishments (Both Exempt and Non-Exempt): Modified Late fees beginning January 1, 2021 and Expires June 30, 2021*

Need for proposed change or increase: Modify fee schedule for time period above to remove some punitive measures for 2021 food permit renewal.

Workgroup members and meeting dates:

Members	Organizations
Evelyn Neavear	Tazewell County Health Department
Nick Maggioncalda	Tazewell County Health Department

Meeting Dates		

Financial Analysis for Fee proposal (attached)

Website Posting for Comment Period: From NA To

Submission to IDPH: Date Submitted NA Date Response

IDPH changes/recommendations

Submission to States Attorney: Date Submitted NA Date Response

Legal changes/recommendations

Public Hearing: Date Held NA

§ 95.04 ENFORCEMENT PROVISIONS

(A) *Permits.*

(4) *Penalty fees.* Penalty fees for late renewal shall be assessed as follows:

<i>Both Exempt and Non-Exempt</i>	
Late fees (beginning January 1 to January 10)	
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Plus per day surcharge	\$5 per day
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Food permit terminated	License holder must re-apply
For new food permit (a plan review will be required)	
Late fees will apply	

<i>Both Exempt and Non-Exempt</i>	
<i>Modified Late fees beginning January 1, 2021 and Expires June 30, 2021</i>	
Late fees (beginning February 1)	
Food permit late fee	\$100
Food permit terminated April 1 st \$100 late fee will apply	License holder must re-apply

1. Due to the COVID -19 Issues in 2020 we would like to Move the late fees from beginning Jan 1 to February 1. Eliminate the \$5.00 per day fee facility has not paid by April 1st then they would have to apply for a new permit.
2. Any facility that did not operate at all in 2020 would have their permit fee waived in 2021 if they paid in 2020.
3. We would also like to offer a payment plan where a facility could pay in two installments, first payment due by Feb 1, 2021.



Significant Analysis For Rule Template

Date: 1/13/21

Reviewed By

Briefly describe the proposed rule.

Only for 2021 annual food permit renewals, we are asking that punitive fees not be applied at all or given a later date to be applied.

Is this a new rule or a rule change?

Rule Change

Which agency is proposing the rule or the change?

Tazewell County Health Department

History

This was discussed between the Director of Environmental Health and the Food Program lead due to ongoing communication with our licensed food establishments and the financial issues they were facing due to COVID-19 guidelines.

Is a Significant Analysis required for this rule?

No, significant analysis not required as this is temporary (only applied to 2021 permit renewals).

Is the rule economically significant – has an effect on the Health Department or County Solid Waste Planning Budget?

No, as of 1/13/21 there are only 55 outstanding permits to be submitted.

A. Clearly state in detail the general goals and specific objectives of the rule.

TCHD would like to remove some punitive financial penalties for the 2021 retail food permit annual renewals. This is to accommodate food establishments that are not operating daily to receive our permit renewal communications and for those with true financial issues stopping them from submitting payment on time under the current standards of the ordinance.

B. Determine that the rule is needed to achieve TCHD goals and objectives.

The County Board must approve this temporary change for 2021 annual permit renewals only. This has been presented to health services and was well received as being helpful to our local food establishments. Part of our mission statement is “to promote and protect the public’s health and well-being.” The mental health of local business owners should be considered and if financial relief is offered, it will provide

that support to them. We want them to know they are customers as well as individuals we regulate and want to provide proper customer service.

C. Determine that the probable benefits of the rule are greater than its probable costs, taking into account both the qualitative and quantitative benefits and costs and the specific directives of the rule being implemented.

There is not a quantitative benefit as we will not be collecting some late fees. The qualitative benefit is the ongoing relationship that our office has with out retail food establishment. That relationship has been strained due to the COVID-19 guidelines/enforcement efforts. This will remove some of the adversarial issues we are dealing with during this permit renewal process.

Proposed Significant Changes

A temporary suspension of punitive fees associated with annual permit renewal, only for the 2021 permits.

Probable Costs

There will be a limited loss of revenue for late fees associated with annual permit renewals.

Probable Benefits

We will be providing financial relief to members of our business community in Tazewell County.

D. Determine, after considering alternative versions of the rule, that the rule being adopted is the least burdensome alternative for those required to comply with it that will achieve the general goals and specific objectives stated previously.

NA

Is a review of the proposed rule necessary by other departments within the Health Department?

No, these are environmental health fees only.

What is the time period for public comment?

NA

TALKING POINTS

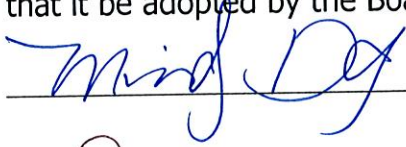
Draft Code Title		
Section	Proposed Text At Issue	Comment

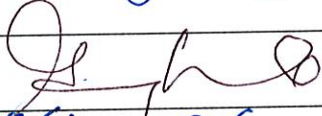
COMMITTEE REPORT

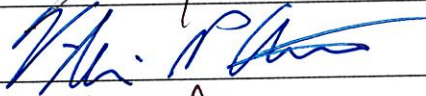
E-21-29


Mr. Chairman and Members of the Tazewell County Board:

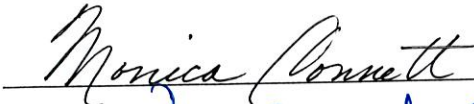
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:




















RESOLUTION

WHEREAS, a Proclamation of a Disaster in Tazewell County was implemented on March 18, 2020 due to the COVID-19 pandemic and extensions subsequently approved through March 24, 2020, August 2020 and then January 21, 2021; and

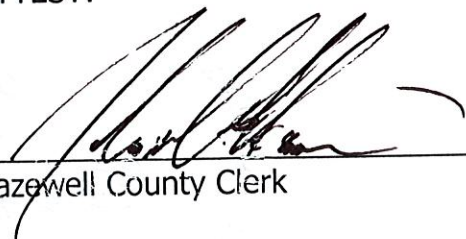
WHEREAS, the Tazewell County Board authorizes a third extension of the Disaster Proclamation through April 28, 2021.

THEREFORE BE IT RESOLVED that the Tazewell County Board Chairman approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and all Tazewell County Department Heads and Tazewell County Elected Officials.

PASSED THIS 27TH DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk

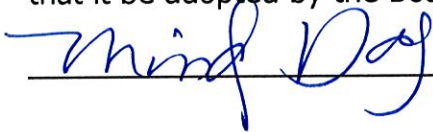


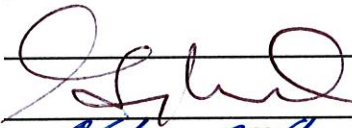
 Tazewell County Board Chairman

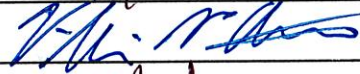
COMMITTEE REPORT

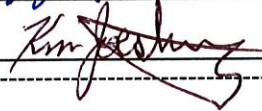
Mr. Chairman and Members of the Tazewell County Board:

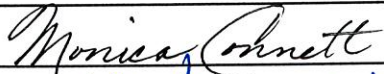
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

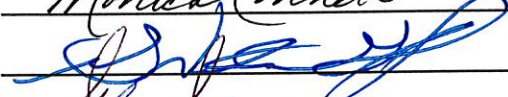





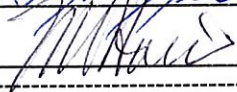












RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 1st quarterly payment for 2021 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-20-113 was approved in November 2020 approving an agreement with GPEDC for twelve months encompassing calendar year 2021; and

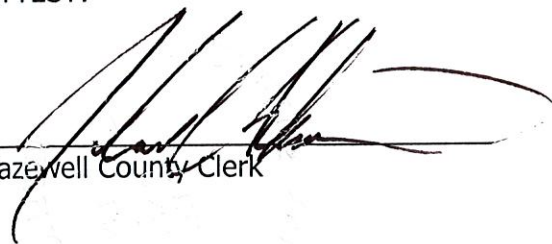
WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 1st quarter investment for 2021.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 401 NE Jefferson, Peoria, IL 61603 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman



401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Invoice

Date	Invoice #
1/8/2021	GPEDC '21-1

Bill To
Tazewell County David Zimmerman 11 S. Fourth St., Suite 432 Pekin, IL 61554


Due Date
2/26/2021

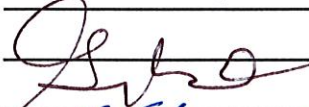
Description	Amount
2021 Investment - 1 of 4	16,875.00
Total	\$16,875.00


COMMITTEE REPORT

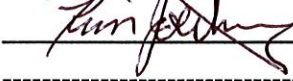
Chairman and Members of the Tazewell County Board:


Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

















R E S O L U T I O N

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Letter of Agreement with Tri-County Regional Planning Commission to be the project manager for the regional planimetric data acquisition project; and

WHEREAS, Tazewell County, Peoria County, Logan County and Woodford County collectively advertised a Request for Proposal for the regional planimetric data acquisition project. Representatives from each of the Counties graded the responses to the RFP and selected the vendor Leading Edge Geomatics to perform services for the project; and

WHEREAS, Tazewell County's portion of the Vendor Contract will be in the amount of \$8,528; and


WHEREAS, the County will be partnering with various Tazewell County Communities to share in the cost of the project.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.


BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, Assessments, GIS Coordinator and Tri-County Regional Planning Commission of this action.

PASSED THIS 27TH DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

Letter of Agreement

This Agreement is made and entered into as of the ___ day of _____ 2021 (the "Effective Date"), by and between _____ County (the "County") and the Tri-County Regional Planning Commission ("TCRPC").

WHEREAS, at the request of Peoria County, Tazewell County, Logan County and Woodford County (collectively, the "Counties") TCRPC advertised a Request for Proposal ("RFP") for a regional planimetric data acquisition project (the "Project"),

WHEREAS, representatives of each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics (the "Vendor") to perform services for the Project, and

WHEREAS, the Counties desire for TCRPC to, and TCRPC desires to, enter into a contract with the Vendor (the "Vendor Contract") and administer said contract.

NOW THEREFORE, County and TCRPC agree as follows:

1. TCRPC Work.

TCRPC will provide overall project management including the following obligations as set forth under the Vendor Contract:

- a. Assign a TCRPC employee as Project Coordinator;
- b. Review Project deliverables from the Vendor for defects or errors and reject or approve the same;
- c. Answer questions from the Vendor;
- d. Provide designated data to the Vendor; and
- e. Review Vendor invoices for accuracy and invoice the County for its portion of fees and expenses.

2. Term.

This Agreement shall be effective from the Effective Date and expires on the date that the Parties hereto execute a subsequent contract for regional planimetric data acquisition. The Project is estimated to be completed by January of 2021 based on Vendor delivery schedule.

3. Fees and Payment Terms.

The fees due under the Vendor Contract total eighty-nine thousand, forty dollars (\$89,040) of which, 80% will be payable by Illinois Department of Transportation's Statewide Planning and Research Funds (SPR) leaving the remaining balance be divided between the Counties as follows: Logan County \$4,000, Peoria County \$1,440, Tazewell County \$8,528, and Woodford County \$3,840. The Counties shall be responsible for any additional fees or expenses incurred under the Vendor Contract including expenses for

the shipment of any materials to the Vendor and fees resulting from any change orders or amendments to the Vendor Contract.

As TCRPC receives invoices from the Vendor for work completed, TCRPC shall invoice the County for the respective portion of the work completed for or regarding the County. The County shall pay all invoices within sixty (60) days of the date of TCRPC invoice.

4. Ownership and Use of Project Data.

TCRPC expressly acknowledges that any and all data, designs, reports, imagery, or other work furnished to or developed for the Counties by TCRPC shall constitute a "work made for hire" as defined by Section 101 of the Copyright Act. The Counties shall own right, title and interest in works of authorship created under the Agreement that constitute a "work made for hire" for their respective geographical areas. For any work performed pursuant to this Agreement that does not qualify as a "work made for hire," TCRPC hereby irrevocably assigns to the County all right, title and interest in the work specific solely to the County, in whatever stage of completion, and warrants waiver of all moral rights therein.

When making any work or deliverables it receives under this Agreement or the Vendor Contract available to any third party, the County shall include a statement/disclaimer as to the proper use/interpretation of such work or deliverables.

5. Miscellaneous.

a. Force Majeure. TCRPC shall not be in default of its obligations hereunder if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, acts or omissions of any third party including the Vendor, or any cause beyond the reasonable control of TCRPC.

b. TCRPC's work shall be performed in a manner consistent with the care and skill exercised by professionals practicing in similar localities and specialties under similar conditions. TCRPC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK TO BE PERFORMED BY TCRPC AS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THE AGREEMENT ON ANY THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. The parties acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct. Any of the terms or conditions of this

Agreement may be waived at any time by the party which is entitled to the benefit thereof but only by a written notice signed by the party waiving such terms or conditions. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.

e. Governing Law/Disputes. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. The parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party shall be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs, expenses and pre and post-judgment interest. Notwithstanding anything to the contrary, the Vendor Contract shall identify the County as a third party beneficiary thereof, and TCRPC shall have no obligation to bring any lawsuit against the Vendor related to or arising out of the Vendor Contract unless otherwise agreed to by TCRPC. In the event that no such third party beneficiary identification is made, TCRPC hereby transfers all right, title, and interest it may have in any claim against the Vendor to the County which is hereby empowered to bring suit against Vendor.

f. Interpretation. This Agreement shall be construed according to its fair meaning as if prepared by all parties hereto and no provision shall be interpreted for or against either party because a provision may have been drafted by that party or a single representative.

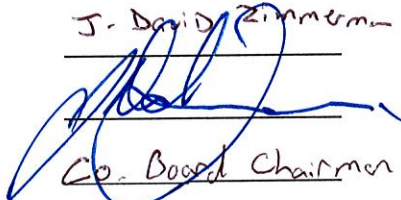
g. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

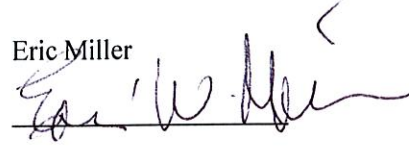
h. Freedom of Information Act. The Parties hereto understand and acknowledge that this Agreement is subject to the Illinois Freedom of Information Act [5 ILCS 140/1 et seq.], and is subject to release to the public upon proper request thereunder.

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

Tazewell County

Tri-County Regional Planning Commission

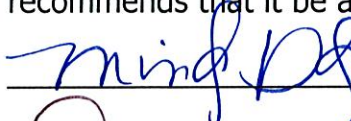
Name J. David Zimmerman
Signature 
Title: Co. Board Chairman
Date 1-27-21

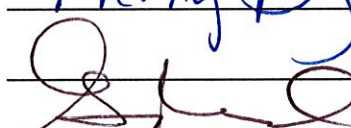
Name Eric Miller
Signature 
Title: Executive Director
Date 2/4/2021

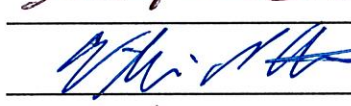
COMMITTEE REPORT


Mr. Chairman and Members of the Tazewell County Board:


Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

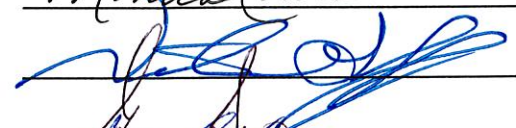


















RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Pekin to acquire updated planimetric data; and

WHEREAS, multiple counties within the tri-County area collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share the costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics to perform services for Tazewell, Peoria and Woodford counties; and

WHEREAS, the County will be partnering with the City of Pekin to share in the cost of the planimetric data project.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, Assessments and the GIS Coordinator of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Pekin, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to acquire updated planimetric data; and

WHEREAS, Tazewell County, Peoria County and Woodford County collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics, to perform services for the Tazewell, Peoria and Woodford Counties;

WHEREAS, the County Board approved a Letter of Agreement with Tri-County Regional Planning Commission to enter into a contract with Leading Edge Geomatics, and for Tri-County Regional Planning to administer said contract and act as Project Coordinator; and

WHEREAS, the County's share of the planimetric data acquisition is \$8,528.00 and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the planimetric data; and

WHEREAS, the City has agreed to partner with the County in the planimetric data acquisition project and share in the reduced costs; and

WHEREAS, of the \$8,528.00 the City has agreed to contribute their share of the cost totaling \$1,584.00 for the planimetric data acquisition; and

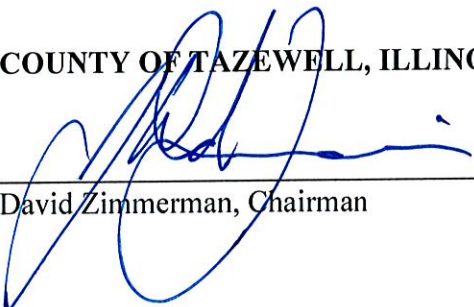
NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Pekin, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the planimetric data based on data type acquired for Edge of Driving Surface at \$640.00 and Manholes/Inlets at \$745.60 and Sidewalks at \$198.40 for a total cost of \$1,584.00 upon delivery.
4. That the County shall ensure/provide, with the assistance of Tri-County Regional Planning Commission, for the delivery of the planimetric data via a portable hard drive, DVD, or other mutually agreed upon media.
5. That the County and City have agreed that should the City want a copy of the planimetric data for the entire County the County and City shall enter into a Data Sharing Agreement.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this 27th day of January 2021, with


19 Ayes, 0 Nays, 2 Absent, 0 Abstain, 20 Present

COUNTY OF TAZEWEILL, ILLINOIS



David Zimmerman, Chairman

ATTEST:

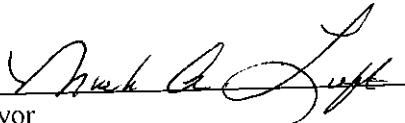


County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Pekin, Illinois at their regularly scheduled council meeting on this _____ day of _____, 2021, with

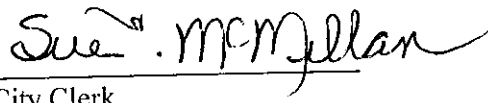
Ayes, 7 Nays, _____ Absent, _____ Abstain, _____ Present _____

CITY OF PEKIN ILLINOIS



Mayor

ATTEST:



City Clerk
City of Pekin

Resolution No. 204-20/21
Approve Intergovernmental Agreement with Tazewell County for Planimetric Data

WHEREAS, the County of Tazewell, (the "County"), is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Pekin, Illinois, (the "City"), is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to acquire updated planimetric data; and

WHEREAS, Tazewell County, Peoria County and Woodford County (collectively, the "Counties") collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics, to perform services for Tazewell, Peoria and Woodford Counties;

WHEREAS, the County Board approved a Letter of Agreement with Tri-County Regional Planning Commission to enter into a contract with Leading Edge Geomatics, and for Tri-County Regional Planning to administer said contract and act as Project Coordinator; and

WHEREAS, the County's share of the planimetric data acquisition is \$8,528.00 and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the planimetric data; and

WHEREAS, the City has agreed to partner with the County in the planimetric data acquisition project and share in the reduced costs; and

WHEREAS, of the \$8,528.00 cost the County, the City has agreed to contribute its proportionate share of the cost of the planimetric data acquisition, which totals \$1,584.00.

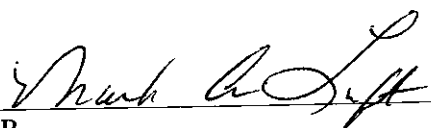
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

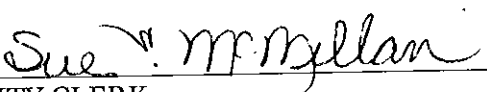
Section 2. The Mayor is authorized and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A, with such changes as the Mayor, in consultation with the City Attorney, deems appropriate.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 11th day of

January, 2021.


MAYOR

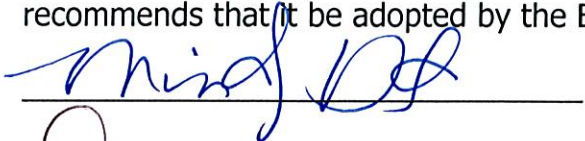
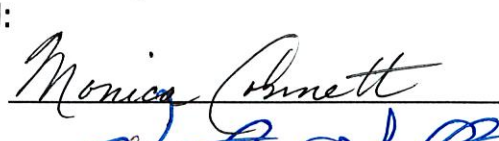
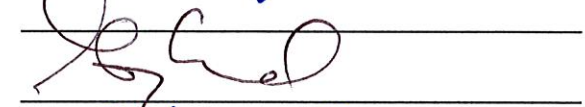




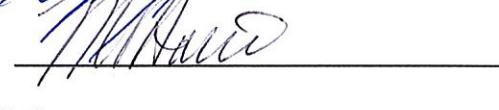
ATTEST:


CITY CLERK

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of East Peoria to acquire updated planimetric data; and

WHEREAS, multiple counties within the tri-county area collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share the costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics to perform services for Tazewell, Peoria and Woodford counties; and


WHEREAS, the County will be partnering with the City of East Peoria to share in the cost of the planimetric data project.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, Assessments and the GIS Coordinator of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWell
AND THE CITY OF EAST PEORIA, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of East Peoria, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to acquire updated planimetric data; and

WHEREAS, Tazewell County, Peoria County and Woodford County collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics, to perform services for the Tazewell, Peoria and Woodford Counties;

WHEREAS, the County Board approved a Letter of Agreement with Tri-County Regional Planning Commission to enter into a contract with Leading Edge Geomatics, and for Tri-County Regional Planning to administer said contract and act as Project Coordinator; and

WHEREAS, the County's share of the planimetric data acquisition is \$8,528.00 and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the planimetric data; and

WHEREAS, the City has agreed to partner with the County in the planimetric data acquisition project and share in the reduced costs; and

WHEREAS, of the \$8,528.00 the City has agreed to contribute their share of the cost totaling \$2,643.20 for the planimetric data acquisition; and

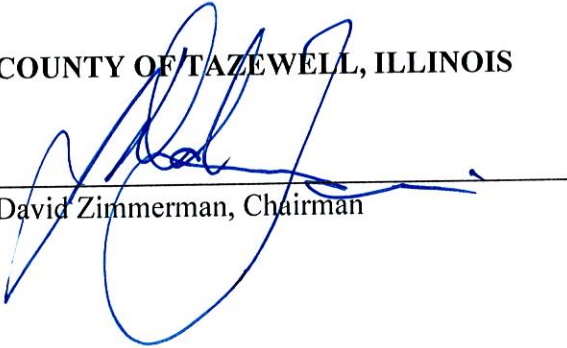
NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of East Peoria, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the planimetric data based on data type acquired for Edge of Driving Surface at \$720.00 and Manholes/Inlets at \$960.00 and Parking lots/Driveways/Aprons at \$963.20 for a total cost of \$2,643.20 upon delivery.
4. That the County shall ensure/provide, with the assistance of Tri-County Regional Planning Commission, for the delivery of the planimetric data via a portable hard drive, DVD, or other mutually agreed upon media.
5. That the County and City have agreed that should the City want a copy of the planimetric data for the entire County the County and City shall enter into a Data Sharing Agreement.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this 27th day of January 2021, with

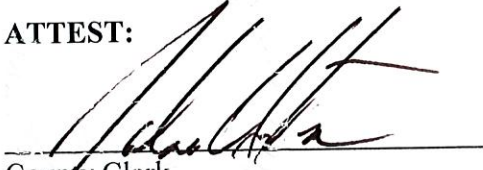
Ayes, 19 Nays, 0 Absent, 2 Abstain, 0 Present

COUNTY OF TAZEWEILL, ILLINOIS



David Zimmerman, Chairman

ATTEST:



County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of East Peoria, Illinois at their regularly scheduled council meeting on this 2nd day of March 2021, with

Ayes, 5 Nays, 0 Absent, 0 Abstain, 0 Present 0

CITY OF EAST PEORIA ILLINOIS

John P. Kahl
Mayor


ATTEST:

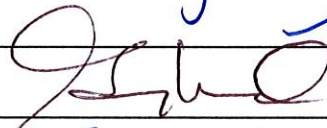
Morgan D. Casher-Alach
City Clerk
City of East Peoria

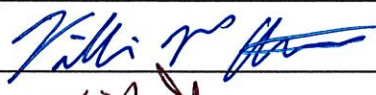
COMMITTEE REPORT


Mr. Chairman and Members of the Tazewell County Board:

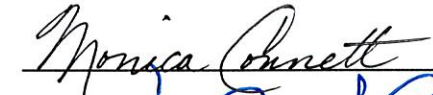
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:




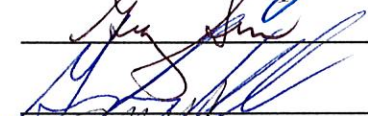


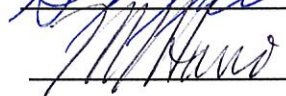












RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve an Intergovernmental Agreement with the City of Washington to acquire updated planimetric data; and

WHEREAS, multiple counties within the tri-county area collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share the costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics to perform services for Tazewell, Peoria and Woodford counties; and


WHEREAS, the County will be partnering with the City of Washington to share in the cost of the planimetric data project.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, Assessments and the GIS Coordinator of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

**INTER GOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL
AND THE CITY OF WASHINGTON, ILLINOIS**

WHEREAS, the County of Tazewell, hereafter "County", is a body politic and corporate organized under the laws of the State of Illinois; and

WHEREAS, the City of Washington, Illinois, hereafter "City", is municipal corporation organized under the laws of the State of Illinois; and

WHEREAS, the City and County mutually desire to acquire updated planimetric data; and

WHEREAS, Tazewell County, Peoria County and Woodford County collectively advertised a Request for Proposal for a regional planimetric data acquisition project and to share in reduced costs for the acquisition; and

WHEREAS, representatives from each of the Counties graded the responses to the RFP and selected Leading Edge Geomatics, to perform services for the Tazewell, Peoria and Woodford Counties;

WHEREAS, the County Board approved a Letter of Agreement with Tri-County Regional Planning Commission to enter into a contract with Leading Edge Geomatics, and for Tri-County Regional Planning to administer said contract and act as Project Coordinator; and

WHEREAS, the County's share of the planimetric data acquisition is \$8,528.00 and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

WHEREAS, the County will be partnering with various municipalities to share in the cost of the planimetric data; and

WHEREAS, the City has agreed to partner with the County in the planimetric data acquisition project and share in the reduced costs; and

WHEREAS, of the \$8,528.00 the City has agreed to contribute their share of the cost totaling \$1,196.80 for the planimetric data acquisition; and

NOW THEREFORE, in consideration of the mutual promises contained in this agreement the County of Tazewell, and the City of Washington, Illinois, agrees as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the planimetric data based on data type acquired for Edge of Driving Surface at \$288.00 and Manholes/Inlets at \$393.60 and sidewalks at \$131.20 and Parking lots/Driveways/Aprons at \$384.00 for a total cost of \$1,196.80 upon delivery.
4. That the County shall ensure/provide, with the assistance of Tri-County Regional Planning Commission, for the delivery of the planimetric data via a portable hard drive, DVD, or other mutually agreed upon media.
5. That the County and City have agreed that should the City want a copy of the planimetric data for the entire County the County and City shall enter into a Data Sharing Agreement.

THIS AGREEMENT, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this ____ day of January 2021, with

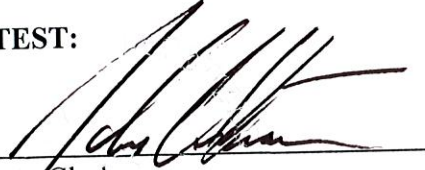
Ayes, 19 Nays, 0 Absent, 2 Abstain, 0 Present 20

COUNTY OF TAZEWELL, ILLINOIS



David Zimmerman, Chairman

ATTEST:



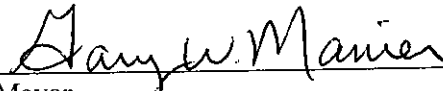
County Clerk
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Washington, Illinois at their regularly scheduled council meeting on this 19th day of January, 2021, with

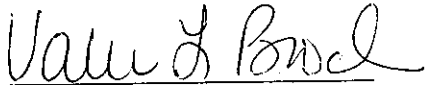
Ayes, -8- Adams, Blundy, Brownfield, Butler, Cobb, Dingleline, Stevens, Yoder

Nays, -0-

CITY OF WASHINGTON, ILLINOIS


Mayor

ATTEST:


City Clerk
City of Washington

ORDINANCE NO. 3419

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWELL FOR NEW PLANIMETRIC DATA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell for new planimetric data, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

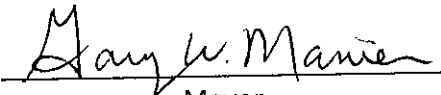
Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 19th day of January, 2021.

AYES: -8- Adams, Blundy, Brownfield, Butler, Cobb, Dingledine, Stevens, Yoder

NAYS: -0-



Mayor

ATTEST:



City Clerk



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Agenda Ref #	First Reading: <u>1-4-21</u>
<u>A</u> <u>F</u>	Second Reading: <u>1-19-21</u>
	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

ORD 3419 (1-21)

Meeting Date: January 4, 2021

Prepared By: Jon R. Oliphant, AICP, Planning & Development Director

Agenda Item: First Reading Ordinance – Regional Planimetrics Project Intergovernmental Agreement

Explanation: Tazewell County asked the City of Washington and other Tazewell County municipalities in the spring about possible participation in a regional digital planimetrics data acquisition project. This project is similar to past orthophotography projects. As with those cases, the Tri-County Regional Planning Commission (TCRPC) obtained a Statewide Planning and Research grant from IDOT to offset 80% of the cost. The remaining 20% is matched by Tazewell County and the participating municipalities. This provides significant cost savings by doing this as a regional project. The County proposed picking up approximately 54% of the local match with the municipalities paying for the rest.

Tazewell County recently reviewed the contract with its selected vendor, Leading Edge Geometrics. This project would update existing planimetric data from 1999. It would provide citywide data on edge of driving surfaces, manholes/inlets, driveway approaches, parking lots, and sidewalks. There has been considerable growth in the city over the last 20+ years, so this would update existing data as well as providing new data that has not previously existed in some areas of Washington. It would be extensively utilized by various staff in conjunction with our GIS. Project deliverables are expected by this spring.

Fiscal Impact: This is not currently a budgeted item for FY 20-21. The City's share of the cost is \$1,196.80 and it would be spread between P/Z/CE, Streets, Water, and Sewer funds.

Recommendation/

Committee Discussion Summary: Staff previously discussed this at the May Public Works Committee and Committee of the Whole meetings and there was consensus to participate in the project. Staff recommends approval of the agreement.

Action Requested: Approval of the attached intergovernmental agreement. A first reading ordinance for the approval of the agreement is scheduled at Monday's City Council meeting with a second reading ordinance to be scheduled for January 19. Tazewell County has requested that each participating municipality approve the agreement by its Executive Committee meeting on January 20.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, Tazewell County is one of the taxing bodies within the City of Washington TIF 2 District; and

WHEREAS, the County's Executive Committee recognizes that the City of Washington's TIF 2 District has provided significant benefits in terms of revitalizing downtown Washington and that an extension of the TIF 2 District is in the best interests of the City of Washington and Tazewell County; and

WHEREAS, the City of Washington plans to pursue legislative action that would extend the life of TIF 2 by twelve years.

THEREFORE BE IT RESOLVED that the County Board supports the extension of TIF 2 in Washington through 2033.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the City of Washington (Planning and Development Director) of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

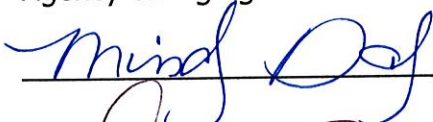
APPOINTMENT

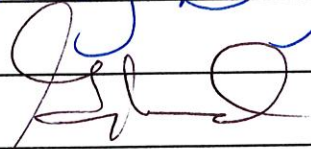
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Central Illinois Agency on Aging for a term commencing December 01, 2020 and expiring November 30, 2023.

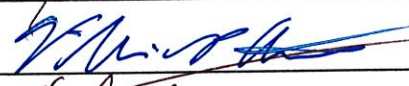
COMMITTEE REPORT

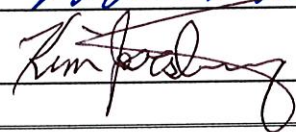
TO: Tazewell County Board
FROM: Executive Committee

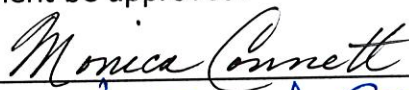
This Committee has reviewed the appointment of Frank Sciortino to the Central Illinois Agency on Aging and we recommend said appointment be approved.

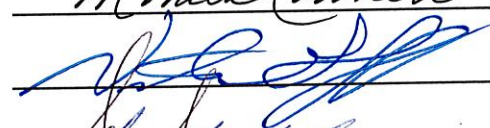


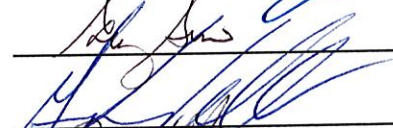


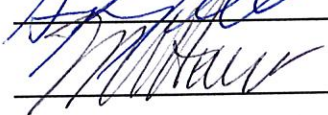













RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Frank Sciortino to the Central Illinois Agency on Aging.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Central Illinois Agency on Aging at 700 Hamilton Boulevard, Peoria, IL 61603 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman


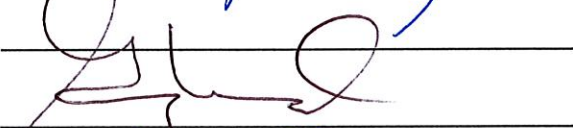


APPOINTMENT

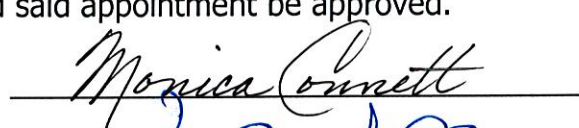



I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Wayne Altpeter of 1302 N. 13th, Pekin, IL 61554 to the Tazwood Community Services Board for a term commencing December 01, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Wayne Altpeter to the Tazwood Community Services Board and we recommend said appointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Wayne Altpeter to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

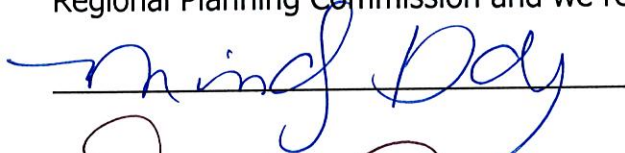
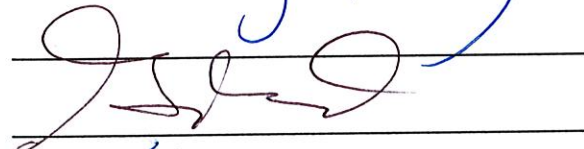

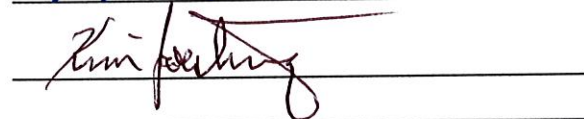
APPOINTMENT


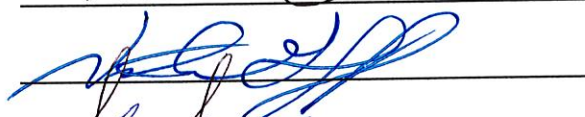
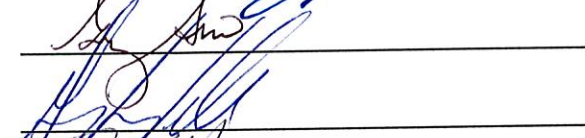
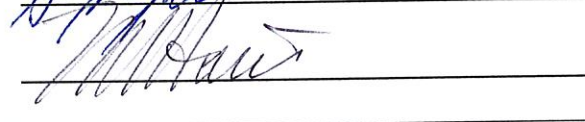
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Wayne Altpeter of 1608 N. 13th, Pekin, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Wayne Altpeter to the Tri-County Regional Planning Commission and we recommend said appointment be approved.

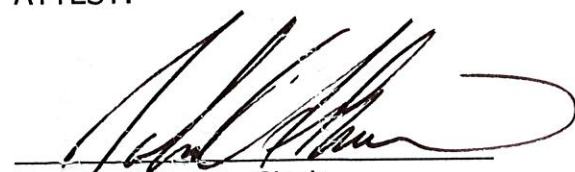
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Wayne Altpeter to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Samuel Goddard of _____ to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

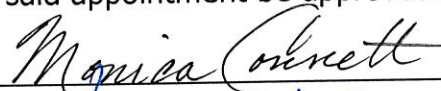
This Committee has reviewed the appointment of Samuel Goddard to the Tri-County Regional Planning Commission and we recommend said appointment be approved.























RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Samuel Goddard to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

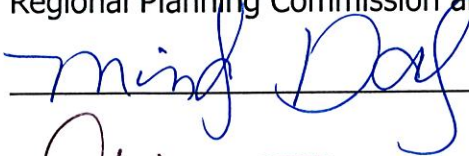
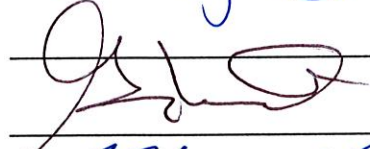
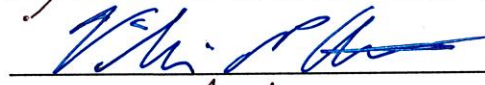
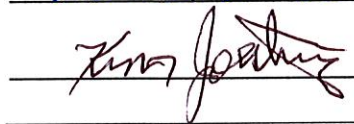
APPOINTMENT

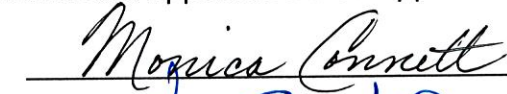


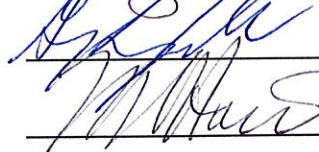
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint William Hauter of 105 Forestview Road, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of William Hauter to the Tri-County Regional Planning Commission and we recommend said appointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of William Hauter to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

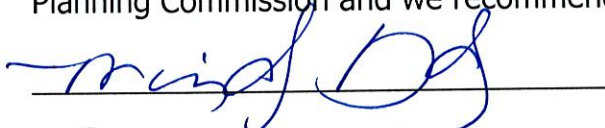
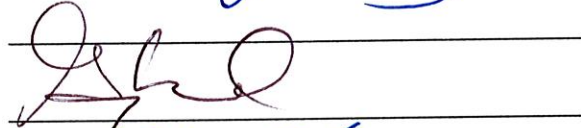

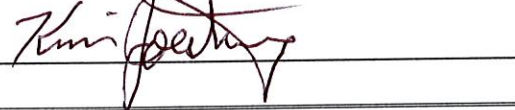
APPOINTMENT




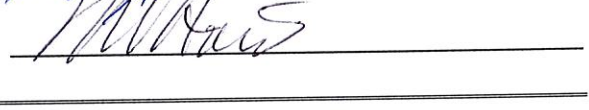
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Nancy Proehl of 9776 Warner Road, Manito, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Nancy Proehl to the Tri-County Regional Planning Commission and we recommend said appointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Nancy Proehl to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman


REAPPOINTMENT

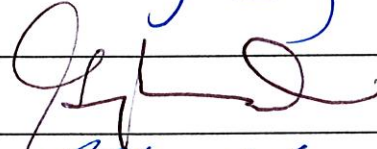
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint K. Russell Crawford of 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

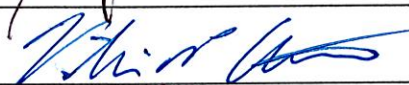
COMMITTEE REPORT

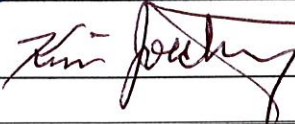
TO: Tazewell County Board
FROM: Executive Committee

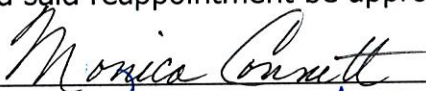
This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.




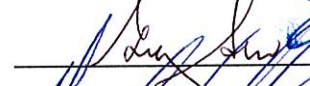





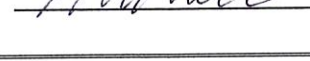












RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

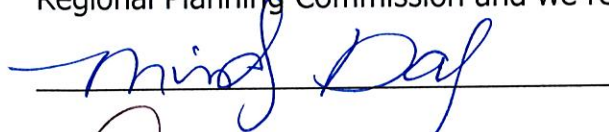


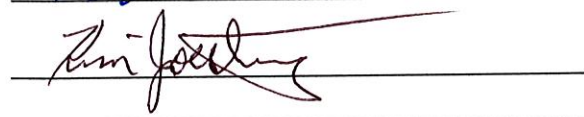
REAPPOINTMENT

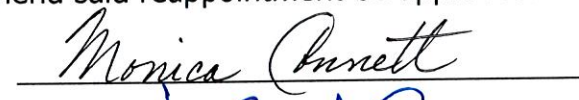


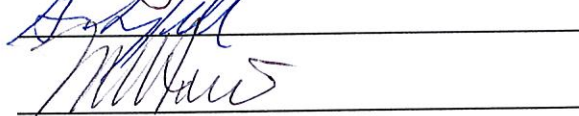

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brandon Hovey of 633 Taylor Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Brandon Hovey to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brandon Hovey to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman


REAPPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing December 01, 2020 and expiring November 30, 2021.

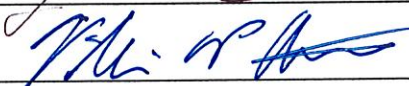
COMMITTEE REPORT

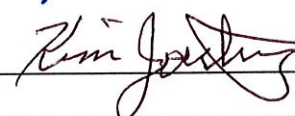
TO: Tazewell County Board
FROM: Executive Committee

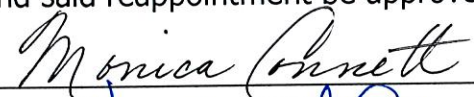
This Committee has reviewed the reappointment of Greg Menold to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.







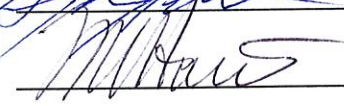
















RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Menold to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tri-County Regional Planning Commission of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

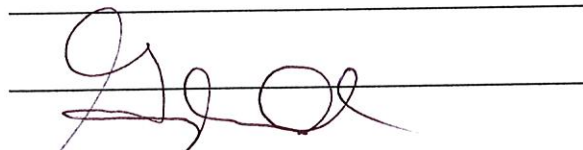
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint William Atkins, of 16 Cranford Drive, Washington, IL to the Tri-County River Valley Development Authority (TCRVDA) for a term commencing December 01, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

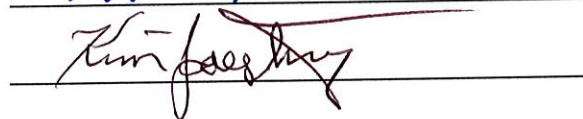
TO: Tazewell County Board
FROM: Executive Committee

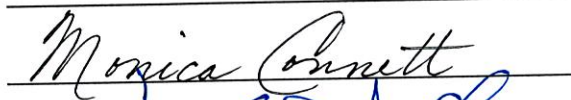
This Committee has reviewed the reappointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA) and we recommend said reappointment be approved.

















RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of William Atkins to the Tri-County River Valley Development Authority (TCRVDA).

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRVDA of 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman


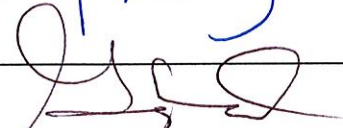
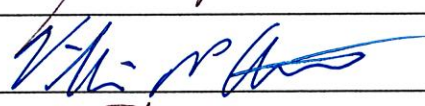
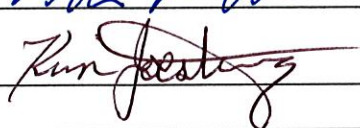
APPOINTMENT

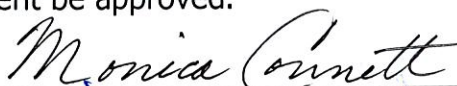
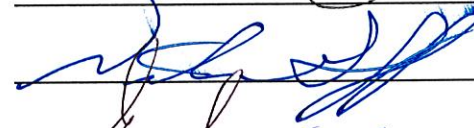
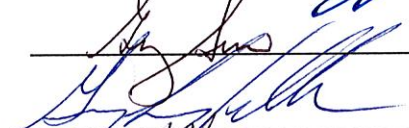

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint William Atkins of 16 Cranford Drive, Washington, IL to the Tazewell County Board of Health for a term commencing December 01, 2020 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of William Atkins to the Tazewell County Board of Health and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of William Atkins to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Joe Roberts of 1409 W. Jefferson, Washington to the Human Services Transportation Planning Commission for a term commencing December 1, 2020 and expiring November 30, 2023.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Joe Roberts to the Human Services Transportation Planning Commission and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Joe Roberts to the Human Services Transportation Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Sinn of 607 S Locust St., Tremont, IL 61568 to the Tazewell County Extension Board for a term commencing December 01, 2020 and expiring November 30, 2021.

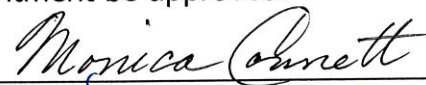
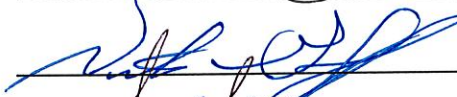

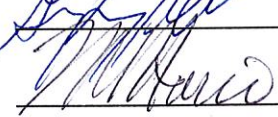
COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Extension Board and we recommend said reappointment be approved.






RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

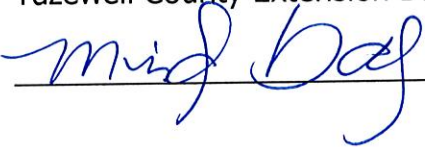
REAPPOINTMENT

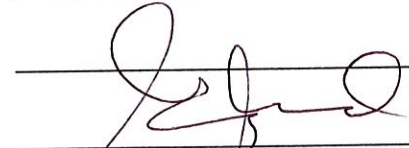
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Toni Minton of 904 Dogwood Drive, Washington, IL to the Tazewell County Extension Board for a term commencing December 01, 2020 and expiring November 30, 2021.


COMMITTEE REPORT


TO: Tazewell County Board
FROM: Executive Committee

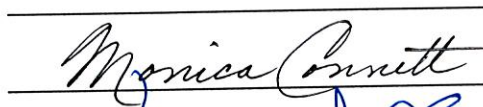
This Committee has reviewed the reappointment of Toni Minton to the Tazewell County Extension Board and we recommend said reappointment be approved.




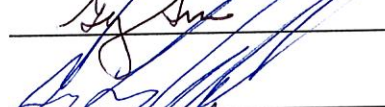


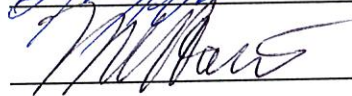












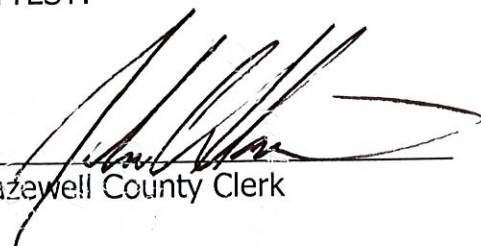
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Toni Minton to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board at 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

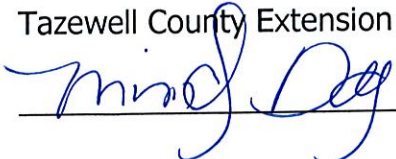
REAPPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Carroll Imig of 329 NW Monroe, PO Box 493, Hopedale, IL 61534 to the Tazewell County Extension Board for a term commencing December 01, 2020 and expiring November 30, 2021.

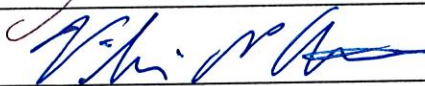
COMMITTEE REPORT

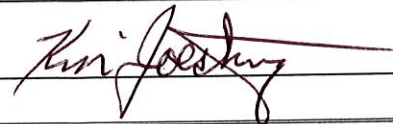
TO: Tazewell County Board
FROM: Executive Committee

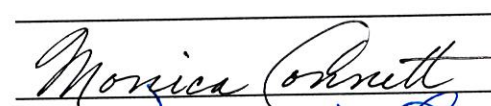
This Committee has reviewed the reappointment of Carroll Imig to the Tazewell County Extension Board and we recommend said reappointment be approved.










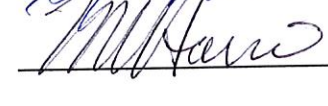













RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

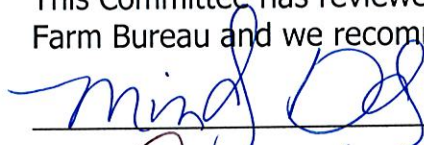

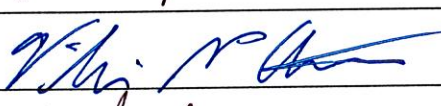
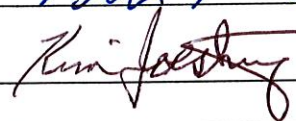
REAPPOINTMENT

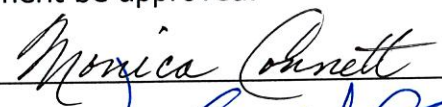



I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Nancy Proehl, of 9776 Warner Road, Manito, IL to the Tazewell County Farm Bureau for a term commencing December 1, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Nancy Proehl to the Tazewell County Farm Bureau and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Nancy Proehl to the Tazewell County Farm Bureau.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

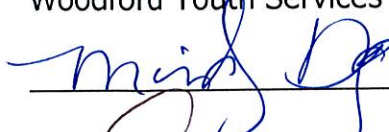

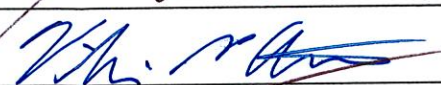
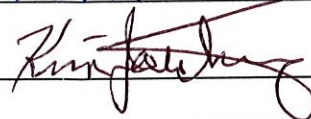
REAPPOINTMENT

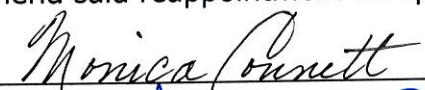


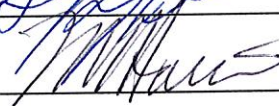
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Tazewell Woodford Youth Services Board for a term commencing December 1, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Frank Sciortino to the Tazewell Woodford Youth Services Board and we recommend said reappointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Frank Sciortino to the Tazewell Woodford Youth Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify The Center for Youth & Family Solutions, 2610 W. Richwoods Blvd., Peoria, IL 61604 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

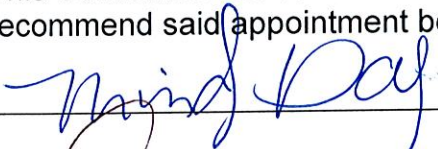

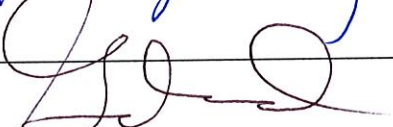


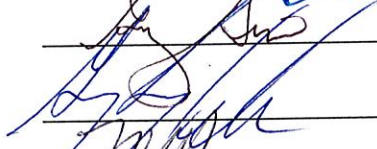
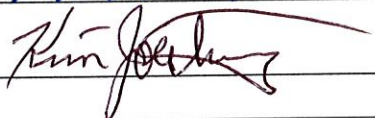
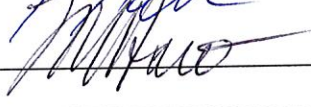
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Samuel Goddard of _____ to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing December 01, 2020 and expiring November 30, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Samuel Goddard to PPUATS and we recommend said appointment be approved.

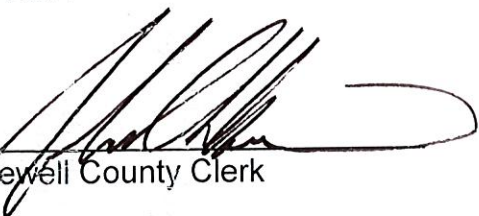
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Samuel Goddard to PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPUATS at 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

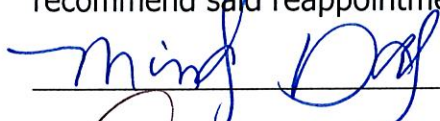
REAPPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing December 01, 2020 and expiring November 30, 2024.

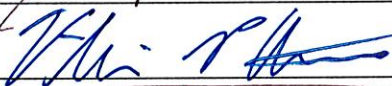
COMMITTEE REPORT


TO: Tazewell County Board
FROM: Executive Committee


This Committee has reviewed the reappointment of Greg Menold to PPUATS and we recommend said reappointment be approved.

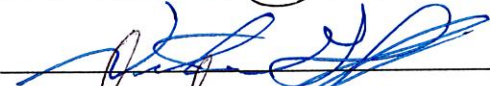


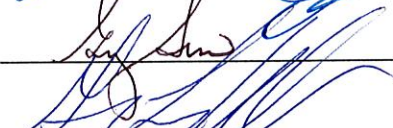















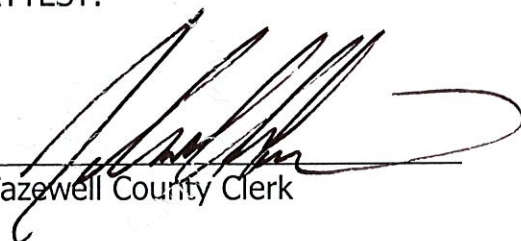
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Menold to PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPUATS, 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman


REAPPOINTMENT


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Longfellow of 26600 Schuck Road, Washington, IL to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing December 01, 2020 and expiring November 30, 2024.

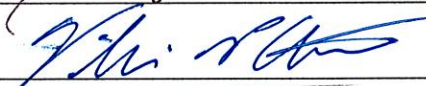
COMMITTEE REPORT

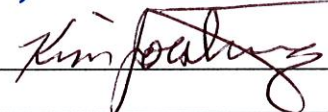
TO: Tazewell County Board
FROM: Executive Committee


This Committee has reviewed the reappointment of Greg Longfellow to PPUATS and we recommend said reappointment be approved.




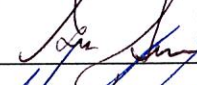



















RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Longfellow to PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPUATS, 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Tazwood Community Services Board for a term commencing December 01, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

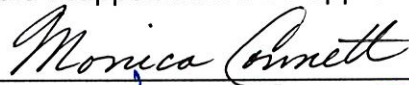
This Committee has reviewed the reappointment of Frank Sciortino to the Tazwood Community Services Board and we recommend said reappointment be approved.




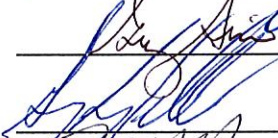


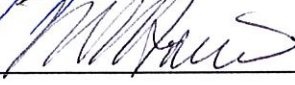












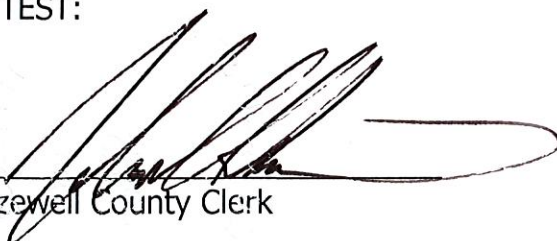
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Frank Sciortino to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services of this action.

PASSED THIS 27th DAY OF JANUARY, 2021.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

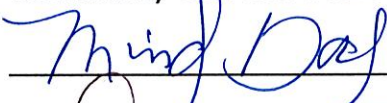
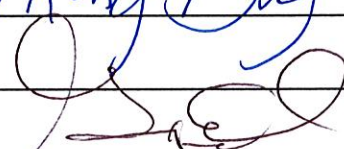
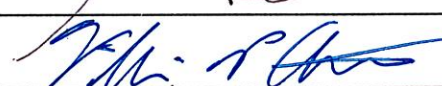
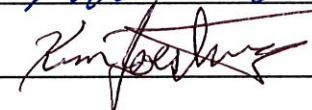
REAPPOINTMENT



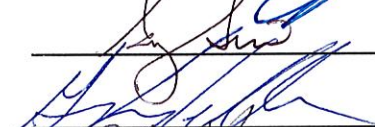

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Mindy Darcy of 739 N. Oregon Avenue, Morton, IL 61550 to the Tazwood Community Services Board for a term commencing December 01, 2020 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Mindy Darcy to the Tazwood Community Services Board and we recommend said reappointment be approved.

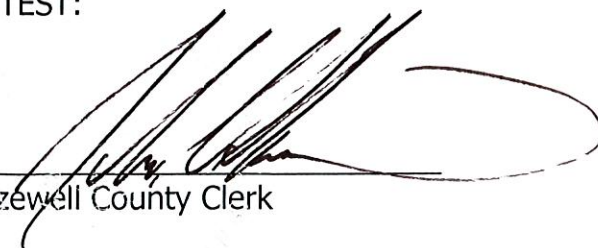
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Mindy Darcy to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services of this action.

PASSED THIS 27th DAY OF JANUARY, 2020.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman