



AGENDA

Meeting of the Connect Transit Board of Trustees

July 23, 2019

4:30 P.M.

Connect Transit Board Room
351 Wylie Drive, Normal, Illinois 61761

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
 - 1. Approval of Minutes of June 25, 2019 Board Meeting and the Special Meeting of the Board of Trustees held on July 9, 2019
 - 2. Disbursements for the month of June 2019
 - 3. Capital and Self Insurance Reserve Fund Balances for month of June 2019
 - 4. Monthly Statistical Report for month of June 2019
- E. Old Business – None.
- F. New Business
 - 1. Approval of the IDOT Downstate Operating Assistance Program Contract
 - 2. Recommendation of Maintenance Building Shower Room Construction Contract
 - 3. Recommendation of FY2020 Marketing Plan
 - 4. Recommendation to Delay Fixed Route and Connect Mobility Fare Increase to January 1, 2020
 - 5. Recommendation of Service Vehicle Replacements
- G. General Manager's Report
 - 1. FY2019 Strategic Plan Update
- H. Trustee's Comments
- I. Executive Session (cite) – No Executive Session.
- J. Adjournment



**Connect Transit
Cash Disbursement Report
June 2019**

Name	Check Number	Date	Amount	Description
A.T.U. - C.O.P.E.	50409	07-Jun-19	\$137.90	Payroll Deduction
ABC Bus Companies	50410	07-Jun-19	\$246.72	Bus Parts
ABC Bus Companies	50431	14-Jun-19	\$106.52	Bus Parts
ABC Bus Companies	50462	21-Jun-19	\$492.48	Bus Parts
ABC Bus Companies	50497	28-Jun-19	\$493.84	Bus Parts
Ace-Hi Glass Co.	50498	28-Jun-19	\$540.00	Glass
Advance Auto Parts	50463	21-Jun-19	\$168.10	Maintenance Supplies
Airgas USA, LLC	50464	21-Jun-19	\$132.65	Welding Supplies
Ally Financial	50432	14-Jun-19	\$196.08	Lease
Amalgamated Transit Union Local 752	50411	07-Jun-19	\$6,123.60	Payroll Deduction
Amalgamated Transit Union Local 752	50465	21-Jun-19	\$50.00	Payroll Deduction
Amazon Capital Service	50412	07-Jun-19	\$484.81	Office Supplies, Materials & Supplies & Building Supplies
Amazon Capital Service	50466	21-Jun-19	\$110.46	Garage Maintenance Equip. & Office Supplies
Amazon Capital Service	50499	28-Jun-19	\$37.40	Office Supplies
Ancel, Glink, Diamond, Bush, DiCianni &	50500	28-Jun-19	\$2,000.00	Legal Service
Aramark Uniform Services	50433	14-Jun-19	\$144.28	Mechanics Uniforms & Towels, Rags & Rugs
Aramark Uniform Services	50467	21-Jun-19	\$144.28	Mechanics Uniforms & Towels, Rags & Rugs
Aramark Uniform Services	50501	28-Jun-19	\$1,334.08	Mechanics Uniforms & Towels, Rags & Rugs
Avail Technologies	50434	14-Jun-19	\$1,405.00	Software & Tech Support
Birkey's Farm Store, Inc	50468	21-Jun-19	\$817.92	Bus Parts
Black & Decker (US), Inc	50435	14-Jun-19	\$9,756.79	Maintenance Equipment
Blue Cross and Blue Shield of Illinois	50502	28-Jun-19	\$114,533.18	Insurance
Blue Springs, Inc	50436	14-Jun-19	\$535.00	Portable Restrooms
Brink's Incorporated	50437	14-Jun-19	\$38.40	Consulting
Brink's Incorporated	50469	21-Jun-19	\$157.92	Consulting
Cardinal Infrastructure	50470	21-Jun-19	\$6,000.00	Consulting
Central Illinois Trucks Inc.	50413	07-Jun-19	\$57.40	Bus Parts
Central Illinois Trucks Inc.	50438	14-Jun-19	\$1,135.58	Bus Parts
Central Illinois Trucks Inc.	50471	21-Jun-19	\$1,282.39	Bus Parts
Central Illinois Trucks Inc.	50503	28-Jun-19	\$839.31	Bus Parts
Christy Gordon	50472	21-Jun-19	\$81.56	Uniforms
CIRBN, LLC	50473	21-Jun-19	\$347.84	Internet
City of Bloomington	50439	14-Jun-19	\$122.85	Utilities
City of Bloomington	50504	28-Jun-19	\$802.89	Utilities
Clark Baird Smith, LLP	50505	28-Jun-19	\$425.00	Legal Service
Commerce Bank HSA	50440	14-Jun-19	\$148.00	Employee Health Savings Accounts
Commerce Bank HSA	50474	21-Jun-19	\$108,680.00	Employee Health Savings Accounts
Corn Belt Energy Corp.	50475	21-Jun-19	\$3,651.00	Utilites
Cornerstone Government Affairs	50476	21-Jun-19	\$3,333.33	Consulting
Cummins Crosspoint	50441	14-Jun-19	\$1,469.74	Bus Parts
Cummins Crosspoint	50506	28-Jun-19	\$96.27	Bus Parts
Cumulus Media	50442	14-Jun-19	\$750.00	Radio Advertising
Dave Singletary	50507	28-Jun-19	\$76.10	Uniform Reimbursement
Deluxe	50508	28-Jun-19	\$270.27	Deposit Slips
Dish Network	50509	28-Jun-19	\$102.03	Television Service
Don Owen Tire Service, Inc.	50443	14-Jun-19	\$238.89	Bus Parts
Don Owen Tire Service, Inc.	50510	28-Jun-19	\$41.91	Bus Parts
Evergreen FS	50477	21-Jun-19	\$58,690.67	Fuel
Farnsworth Group, Inc	50414	07-Jun-19	\$1,334.00	Consulting
Fastenal Company	50444	14-Jun-19	\$29.91	Bus Parts
Fasteners Etc.	50445	14-Jun-19	\$598.45	Maintenance Supplies
Fasteners Etc.	50478	21-Jun-19	\$309.13	Maintenance Supplies
Frontier	50446	14-Jun-19	\$968.34	Telephone
Frontier	50511	28-Jun-19	\$112.71	Telephone
Genfare	50415	07-Jun-19	\$7,395.00	Training
Genfare	50447	14-Jun-19	\$1,082.48	Farebox Repair



Connect Transit Cash Disbursement Report June 2019

Name	Check Number	Date	Amount	Description
Genfare	50479	21-Jun-19	\$453.87	Software and Hardware
Genfare	50512	28-Jun-19	\$1,792.77	Bus Passes
Gillig LLC	50416	07-Jun-19	\$64.38	Bus Parts
Gillig LLC	50448	14-Jun-19	\$953.02	Bus Parts
Granicus, Inc	50513	28-Jun-19	\$6,027.50	Website - Annual Fee
Great Plains Media	50449	14-Jun-19	\$1,400.30	Radio Advertising
Heritage Machine & Welding, Inc.	50417	07-Jun-19	\$142.80	Bus Parts
ICMA 457 Retirement	ACH	06-Jun-19	\$26,300.32	Payroll Deduction
ICMA 457 Retirement	ACH	20-Jun-19	\$26,516.03	Payroll Deduction
Illinois Department of Revenue	50418	07-Jun-19	\$11,773.53	Payroll Deduction
Illinois Department of Revenue	50480	21-Jun-19	\$12,081.83	Payroll Deduction
Illinois State Disbursement Unit	50419	07-Jun-19	\$801.57	Payroll Deduction
Illinois State Disbursement Unit	50481	21-Jun-19	\$707.79	Payroll Deduction
Illinois State University- Purchasing	50450	14-Jun-19	\$810.00	Contract Fares Refund
James Staley	50514	28-Jun-19	\$475.00	Tool Reimbursement
Jesse Baxter	50451	14-Jun-19	\$405.00	Software Licensing
Jill Bower	50482	21-Jun-19	\$28.00	Legal
Kashia d/b/a Inbox Loan	50420	07-Jun-19	\$110.00	Payroll Deduction
Kashia d/b/a Inbox Loan	50483	21-Jun-19	\$110.00	Payroll Deduction
Ken's Oil Service, Inc	50452	14-Jun-19	\$1,568.19	Oil, Antifreeze
Ken's Oil Service, Inc	50515	28-Jun-19	\$627.72	Oil, Antifreeze
Kirby Risk Corporation	50453	14-Jun-19	\$4.87	Bus Parts
Lewis, Yockey & Brown, Inc	50454	14-Jun-19	\$22,695.40	Better Bus Stops Engineering
Michelin North America, Inc	50421	07-Jun-19	\$4,019.48	Tires
Michelin North America, Inc	50516	28-Jun-19	\$3,872.90	Tires
Midwest Construction Rentals	50517	28-Jun-19	\$643.75	Maintenance Equipment
Midwest Transit Equipment, Inc.	50518	28-Jun-19	\$162.87	Bus Parts
Miller Janitor Supply	50455	14-Jun-19	\$589.38	Maintenance Supplies
Miller Janitor Supply	50484	21-Jun-19	\$642.30	Maintenance Supplies
Miller Janitor Supply	50519	28-Jun-19	\$258.57	Maintenance Supplies
Minerva Promotions	50485	21-Jun-19	\$1,117.75	Uniforms
Minerva Promotions	50520	28-Jun-19	\$1,017.00	Uniforms
Mohawk Mfg. & Supply Co.	50486	21-Jun-19	\$178.32	Bus Parts
Morris Avenue Garage	50456	14-Jun-19	\$28.00	Vehicle Inspection
Morris Avenue Garage	50487	21-Jun-19	\$224.00	Vehicle Inspection
Motion Industries, Inc.	50521	28-Jun-19	\$107.28	Bus Parts
Mutual of Omaha	50422	07-Jun-19	\$13,309.99	Life, AD&D, STD & LTD
Mutual of Omaha	50522	28-Jun-19	\$14,749.13	Life, AD&D, STD & LTD
Napa Auto Parts	50457	14-Jun-19	\$367.34	Bus Parts
Neuhoff Media	50488	21-Jun-19	\$1,328.00	Advertising
Nicor Gas	50523	28-Jun-19	\$820.07	Utilities
Oberlander Alarm Systems, Inc.	50524	28-Jun-19	\$208.00	Security Alarm Service Fee
Occupational Health Centralized Billing	50489	21-Jun-19	\$387.00	Drug Testing
Orkin Pest Control	50423	07-Jun-19	\$560.80	Pest Control
Payroll	ACH	06-Jun-19	\$182,725.30	
Payroll	ACH	20-Jun-19	\$195,341.90	
Personal Finance Company LLC	50424	07-Jun-19	\$373.80	Payroll Deduction
Personal Finance Company LLC	50490	21-Jun-19	\$342.00	Payroll Deduction
Prairie Signs	50525	28-Jun-19	\$453.77	Maps, Schedules & Printed Materials
Republic Services # 368	50425	07-Jun-19	\$152.75	Garbage Disposal
Ronald Hargitt	50526	28-Jun-19	\$130.48	Uniform Reimbursement
Screaming Eagle Door, Inc	50458	14-Jun-19	\$672.75	Overhead Doors
Skillpath	50527	28-Jun-19	\$248.00	Management Publications & Memberships
Social Security Administration	50426	07-Jun-19	\$60.00	Payroll Deduction
Social Security Administration	50491	21-Jun-19	\$60.00	Payroll Deduction
Southtown Wrecker Service, Inc.,	50459	14-Jun-19	\$125.00	Towing

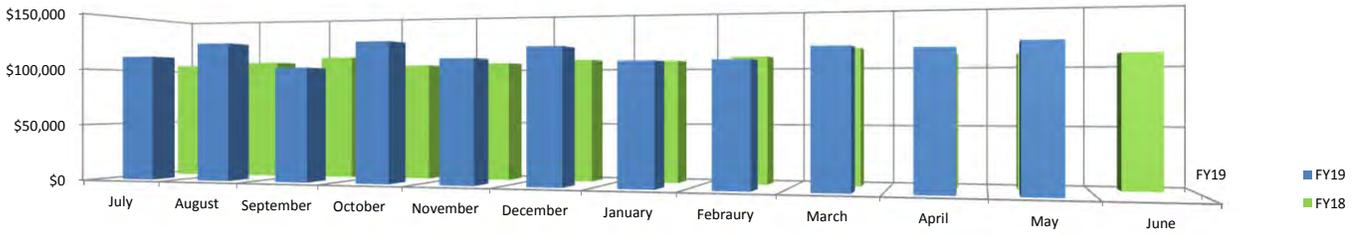


**Connect Transit
Cash Disbursement Report
June 2019**

Name	Check Number	Date	Amount	Description
Southtown Wrecker Service, Inc.,	50492	21-Jun-19	\$125.00	Towing
Southtown Wrecker Service, Inc.,	50528	28-Jun-19	\$110.00	Towing
Tanner Bagley	50529	28-Jun-19	\$475.00	Tool Reimbursement
The Aftermarket Parts Company LLC	50460	14-Jun-19	\$915.77	Bus Parts
The Aftermarket Parts Company LLC	50493	21-Jun-19	\$2,029.02	Bus Parts
The Aftermarket Parts Company LLC	50530	28-Jun-19	\$65.65	Bus Parts
Tonto Apache d/b/a Comet Loans	50427	07-Jun-19	\$55.00	Payroll Deduction
Tonto Apache d/b/a Comet Loans	50494	21-Jun-19	\$55.00	Payroll Deduction
Uline	50495	21-Jun-19	\$221.72	Office Supplies
Uline	50531	28-Jun-19	\$106.17	Office Supplies
UniFirst Corporation	50428	07-Jun-19	\$231.44	Cleaning Uniforms & Rugs
UniFirst Corporation	50461	14-Jun-19	\$231.44	Cleaning Uniforms & Rugs
United States Department of Treasury	ACH	11-Jun-19	\$63,808.18	Fed Tax Payment
United States Department of Treasury	ACH	25-Jun-19	\$65,896.64	Fed Tax Payment
Verizon Wireless	50429	07-Jun-19	\$2,840.52	Mobile Data Terminals for SS
Visa - Commerce Bank	50430	07-Jun-19	\$203.40	Legal
Visa - Commerce Bank	50430	07-Jun-19	\$389.90	Garage Equipment Repair
Visa - Commerce Bank	50430	07-Jun-19	\$8.00	Support Vehicles
Visa - Commerce Bank	50430	07-Jun-19	\$121.35	Advertising- Employment
Visa - Commerce Bank	50430	07-Jun-19	\$286.09	Bus Parts- DR
Visa - Commerce Bank	50430	07-Jun-19	\$353.44	Materials & Supplies
Visa - Commerce Bank	50430	07-Jun-19	\$715.00	Freight
Visa - Commerce Bank	50430	07-Jun-19	\$35.24	Office Supplies
Visa - Commerce Bank	50430	07-Jun-19	\$52.06	Computer Hardware
Visa - Commerce Bank	50430	07-Jun-19	\$781.08	Software Licensing
Visa - Commerce Bank	50430	07-Jun-19	\$858.00	Management
Visa - Commerce Bank	50430	07-Jun-19	\$916.09	Travel & Meetings
Visa - Commerce Bank	50430	07-Jun-19	\$36.80	Advertising- Promotions
Vision Service Plan (IL)	50532	28-Jun-19	\$957.14	Vision Insurance
Watts Copy Systems, Inc	50533	28-Jun-19	\$968.48	Lease
WGLT	50496	21-Jun-19	\$600.00	Radio Advertising
William Masters, Inc	50534	28-Jun-19	\$2,601.00	HVAC
William Slaughter	50535	28-Jun-19	\$20.63	Uniform Reimbursement
YouthBuild McLean County	50536	28-Jun-19	\$676.80	Overpayment Refund
Total			\$1,029,535.08	

Financial Reports

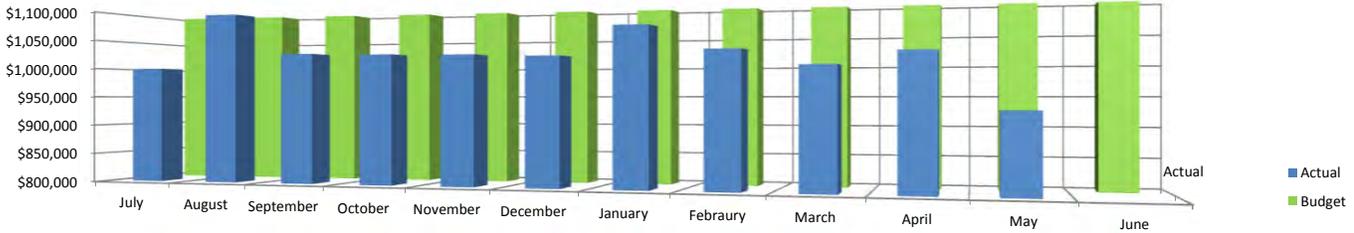
Transit Fare



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	\$111,416	\$122,580	\$100,493	\$122,655	\$107,501	\$116,816	\$104,334	\$104,767	\$114,752	\$112,897	\$117,447	
FY18	\$104,830	\$107,448	\$111,692	\$103,871	\$105,390	\$107,762	\$106,388	\$109,339	\$115,744	\$110,241	\$110,211	\$110,224

Notes:

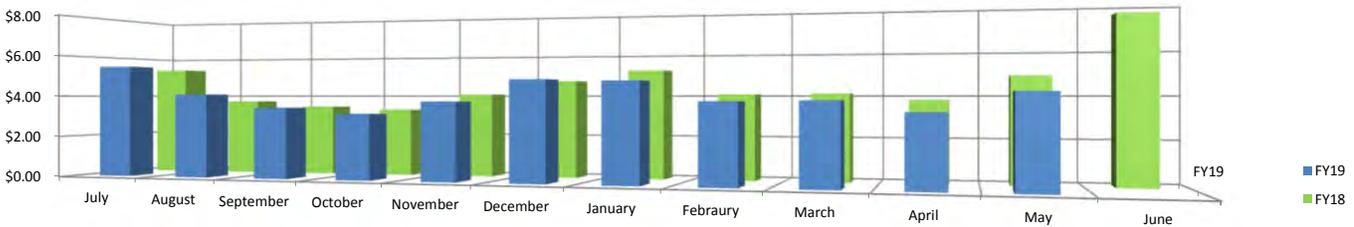
Operating Expenses



	July	August	September	October	November	December	January	February	March	April	May	June
Actual	\$999,862	\$1,093,708	\$1,023,682	\$1,021,598	\$1,020,327	\$1,017,240	\$1,065,534	\$1,025,580	\$1,000,233	\$1,021,222	\$929,287	
Budget	\$1,098,417	\$1,098,417	\$1,098,416	\$1,098,417	\$1,098,417	\$1,098,416	\$1,098,417	\$1,098,417	\$1,098,416	\$1,098,417	\$1,098,417	\$1,098,416

Notes:

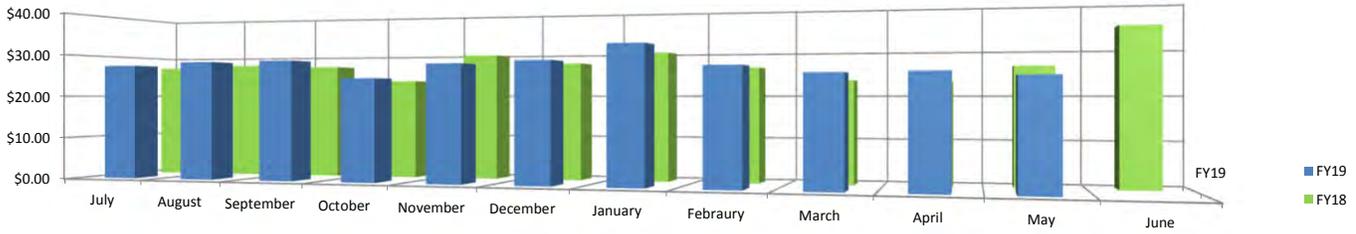
Fixed Route Cost Per Unlinked Passenger Trip



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	\$5.46	\$4.07	\$3.42	\$3.13	\$3.74	\$4.76	\$4.69	\$3.77	\$3.81	\$3.30	\$4.21	
FY18	\$5.36	\$3.71	\$3.44	\$3.29	\$4.07	\$4.72	\$5.22	\$4.08	\$4.12	\$3.82	\$4.91	\$7.60

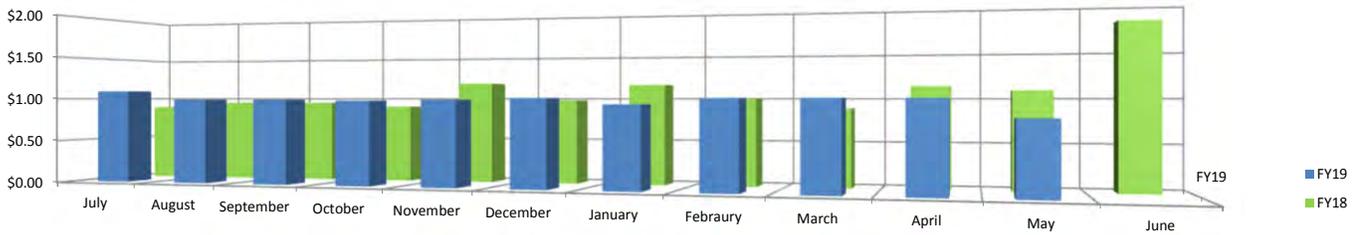
Notes:

Connect Mobility Cost Per Unlinked Passenger Trip



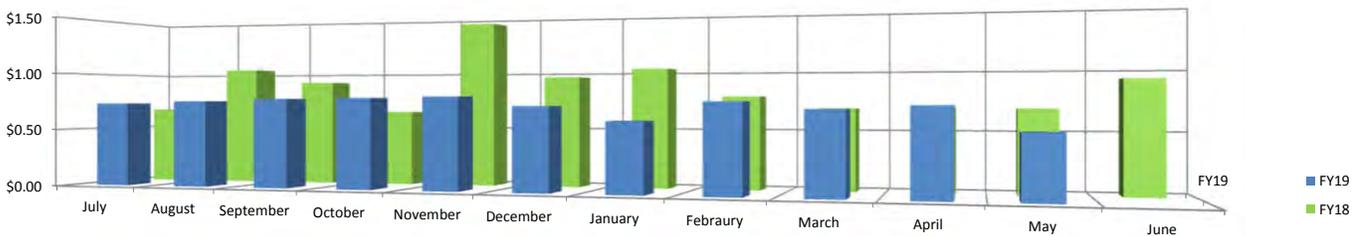
Notes:

Fixed Route Cost Per Maintenance Mile (Excluding Fuel) Unaudited



Notes:

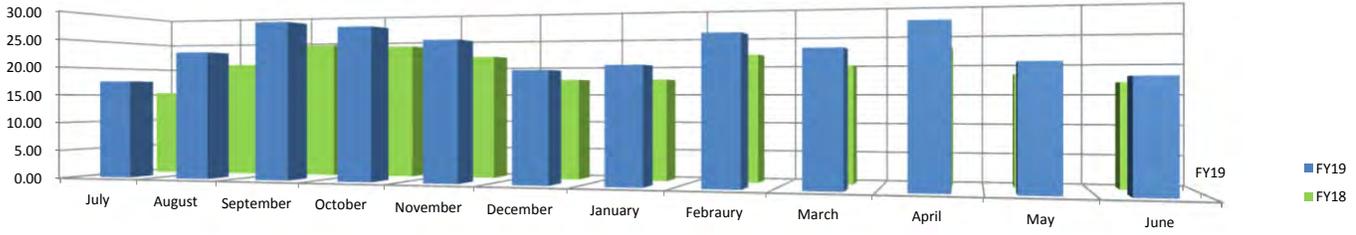
Connect Mobility Cost Per Maintenance Mile (Excluding Fuel) Unaudited



Notes:

Operations Reports

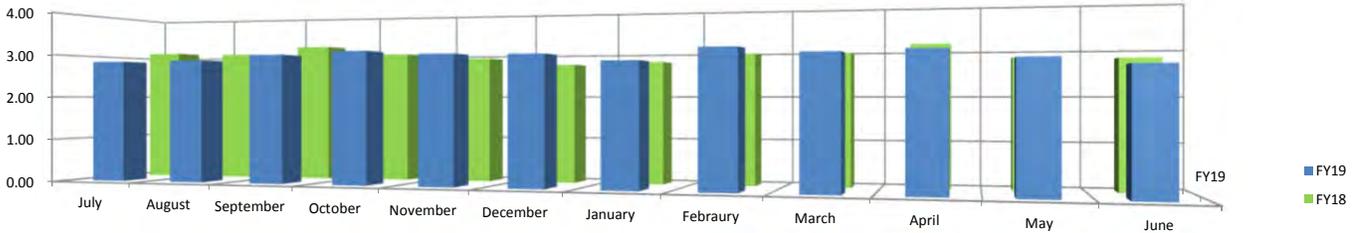
Fixed Route Passengers Per Hour



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	17.44	22.54	27.68	26.69	24.25	19.08	19.83	24.83	22.30	26.31	20.01	17.80
FY18	15.34	20.68	24.24	23.86	21.84	17.64	17.63	21.83	19.89	22.66	18.31	17.01

Notes: Fixed route boardings per revenue hour increased 4.7% or .79 boardings PRH in June 2019 over June 2018. This is the average boardings per revenue hour for all fixed route service in June.

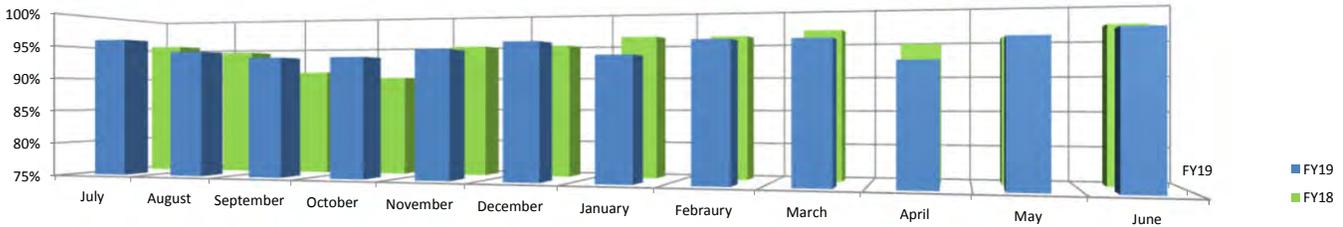
Connect Mobility Passengers Per Hour



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	2.84	2.85	2.97	3.04	2.96	2.94	2.78	3.05	2.93	2.98	2.79	2.65
FY18	3.10	3.06	3.23	3.03	2.91	2.75	2.80	2.97	2.97	3.15	2.84	2.82

Notes: Mobility boardings per revenue hour in June 2019 decreased 7.9%, mileage decreased 1%, and passenger trips decreased by 457 trips.

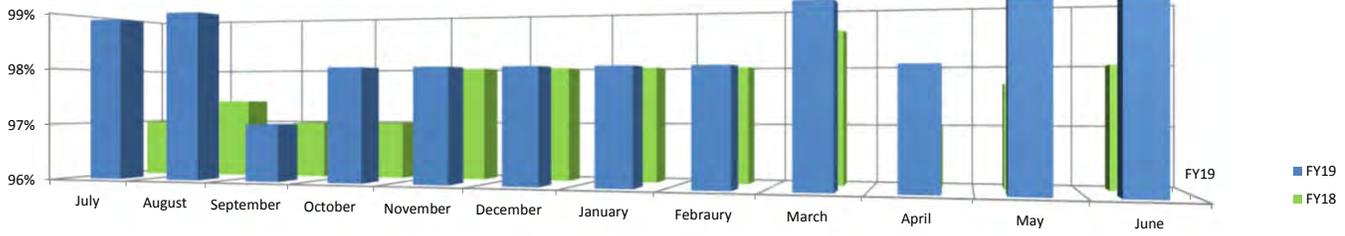
Fixed Route On Time Performance



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	96%	94%	93%	93%	94%	95%	93%	95%	95%	92%	95%	96%
FY18	95%	94%	91%	90%	95%	95%	96%	96%	97%	95%	95%	97%

Notes:

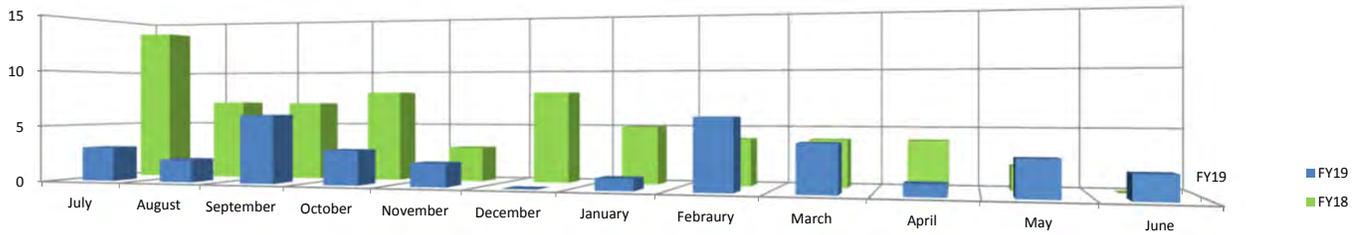
Connect Mobility On Time Performance



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	99%	99%	97%	98%	98%	98%	98%	98%	99%	98%	99%	99%
FY18	97%	97%	97%	97%	98%	98%	98%	98%	99%	97%	98%	98%

Notes:

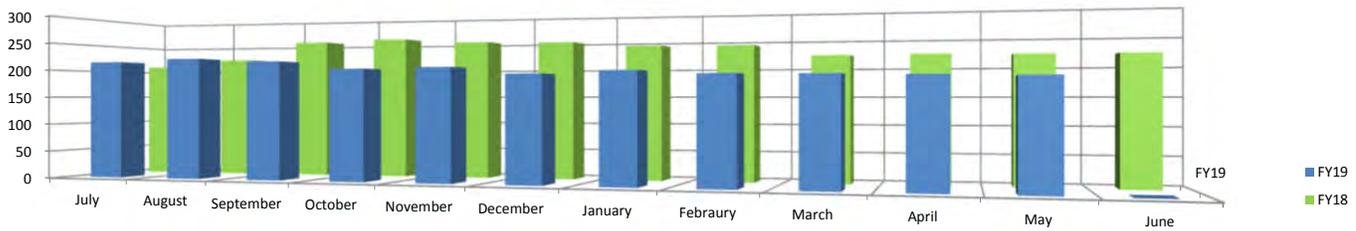
Validated Complaints Per 100,000 Miles



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	3	2	6	3	2	0	1	6	4	1	3	2
FY18	14	7	7	8	3	8	5	4	4	4	2	0

Notes:

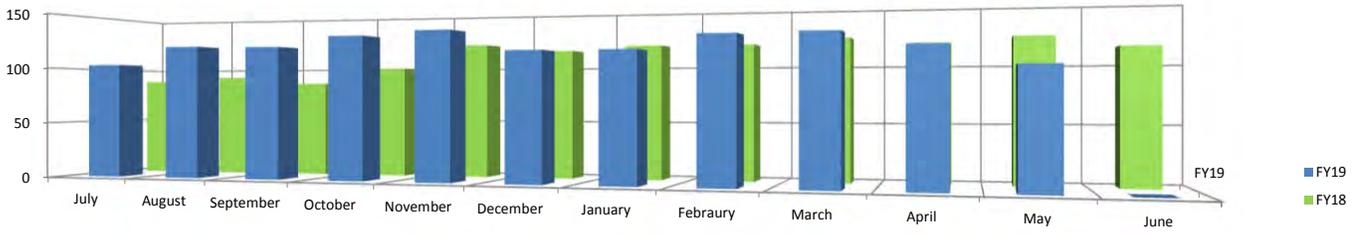
Fixed Route Average Daily Phone Calls



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	215	220	214	200	202	190	195	189	188	186	184	0
FY18	209	222	255	259	252	250	242	241	222	223	222	222

Notes:

Connect Mobility Average Daily Phone Calls

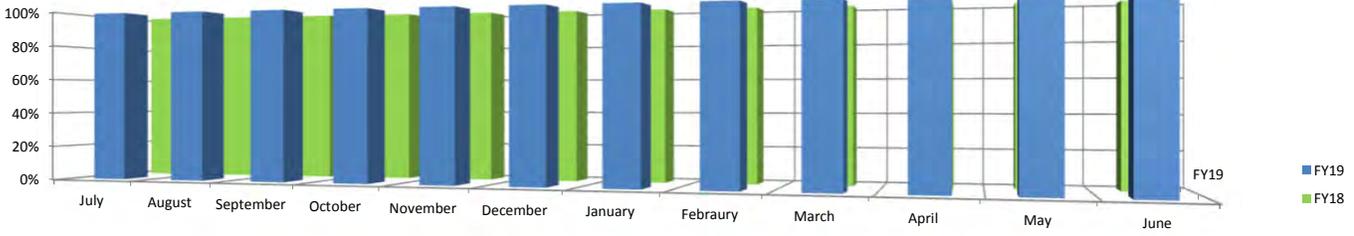


	July	August	September	October	November	December	January	February	March	April	May	June
FY19	103	119	118	127	131	113	113	125	126	115	99	0
FY18	88	92	86	100	121	115	119	119	124	119	124	115

Notes:

Maintenance Reports

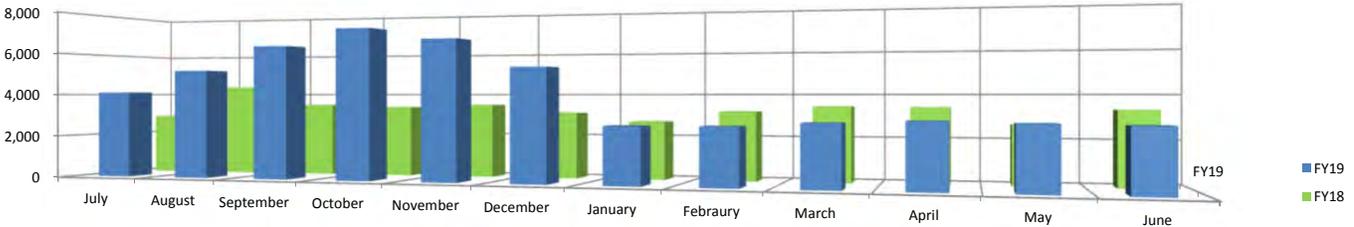
Percent Preventative Maintenance Performed On Time



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
FY18	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Notes:

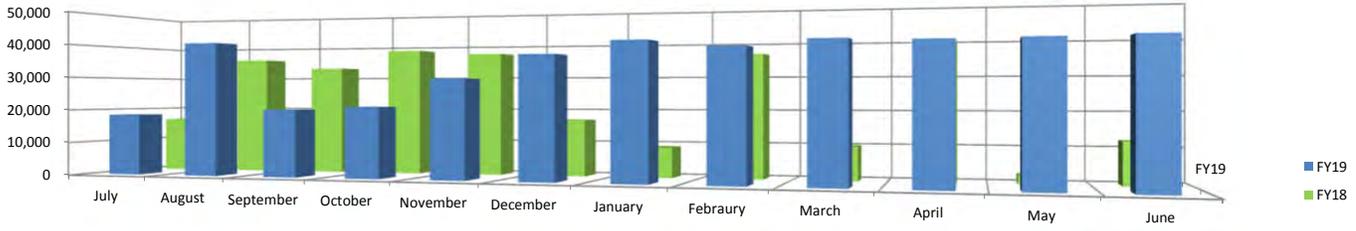
Fixed Route Vehicle Miles Between Trouble Calls



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	4,098	5,139	6,281	7,067	6,541	5,238	2,623	2,625	2,796	2,905	2,827	2,772
FY18	2,851	4,365	3,466	3,362	3,481	3,107	2,710	3,206	3,445	3,423	2,670	3,329

Notes:

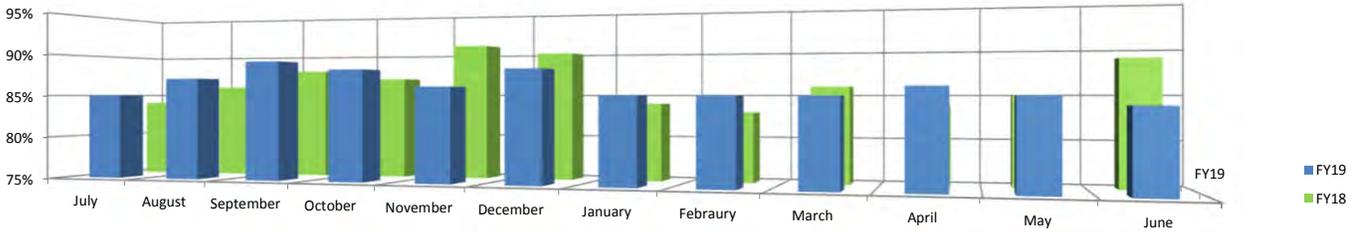
Connect Mobility Vehicle Miles Between Trouble Calls



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	18,403	40,270	20,135	21,038	29,299	36,081	39,760	37,900	39,591	39,116	39,412	39,879
FY18	16,494	35,689	32,937	38,345	37,155	16,893	9,003	36,495	9,933	39,483	2,535	12,142

Notes:

Average Interior Cleanliness Inspection Score

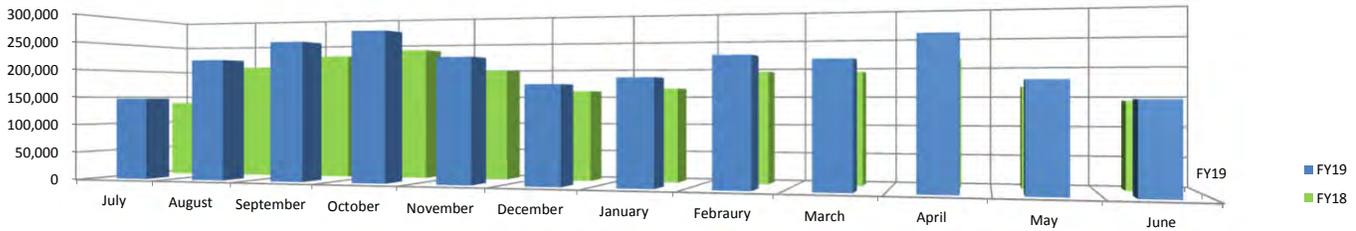


	July	August	September	October	November	December	January	February	March	April	May	June
FY19	85%	87%	89%	88%	86%	88%	85%	85%	85%	86%	85%	84%
FY18	84%	86%	88%	87%	91%	90%	84%	83%	86%	84%	85%	89%

Notes:

Ridership Reports

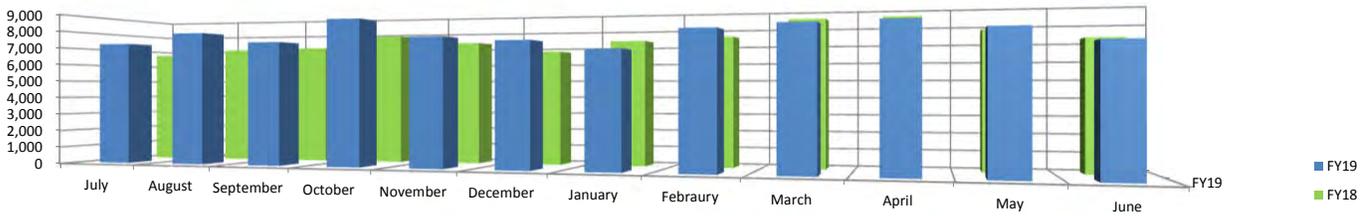
Fixed Route Monthly Ridership



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	147,044	216,235	247,067	264,670	218,148	171,450	182,241	217,324	210,221	248,258	176,834	147,035
FY18	138,075	206,628	226,611	236,650	197,733	160,344	164,672	193,532	192,518	213,790	166,907	143,765

Notes: Fixed route trips increased 2.3% or 3,270 in June 2019 and 9.2% YTD (July-June). Connect increased passenger trips 205,151 in FY2019 over FY2018. National peer agency ridership decreased 1.29% and regional transit agency ridership has decreased 1.99% (July-May).

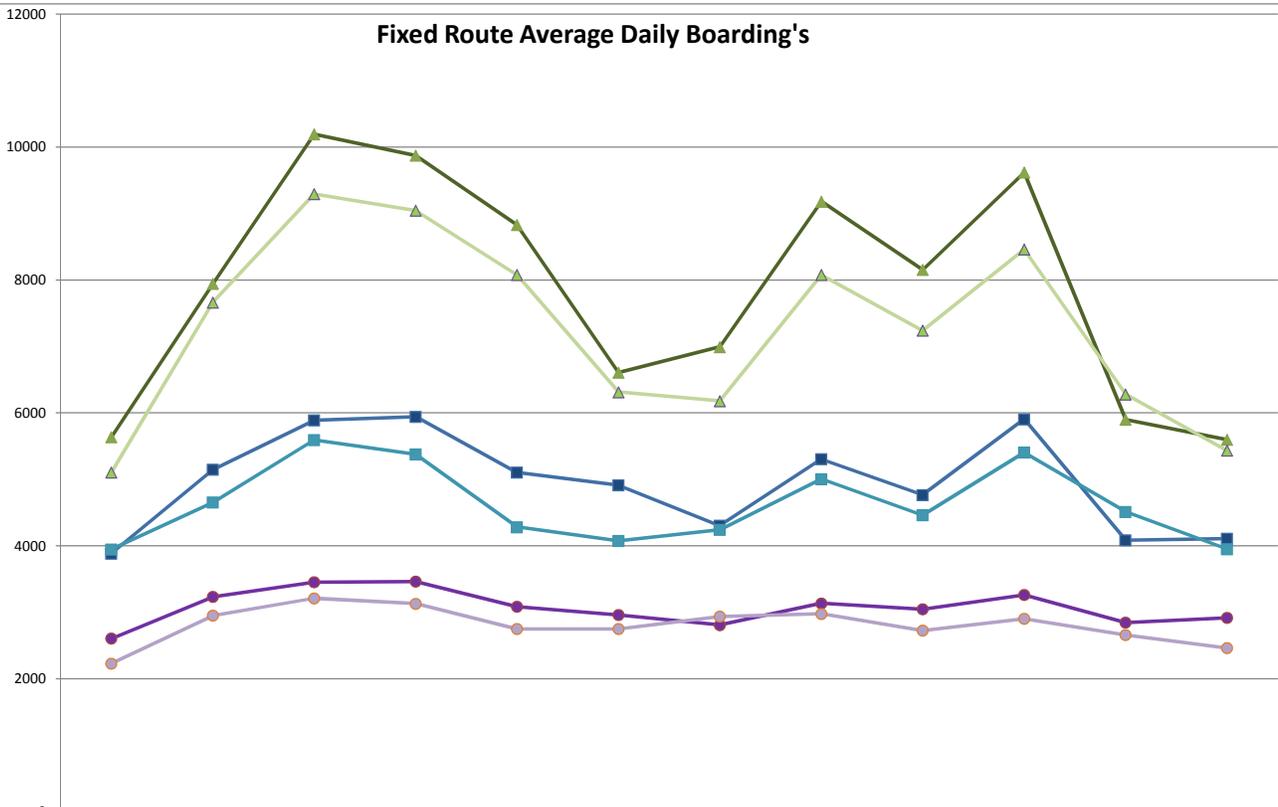
Connect Mobility Monthly Ridership



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	7,253	7,842	7,253	8,540	7,465	7,203	6,688	7,733	7,958	8,054	7,609	6,917
FY18	6,694	6,987	7,073	7,751	7,291	6,723	7,300	7,486	8,421	8,493	7,720	7,217

Notes:

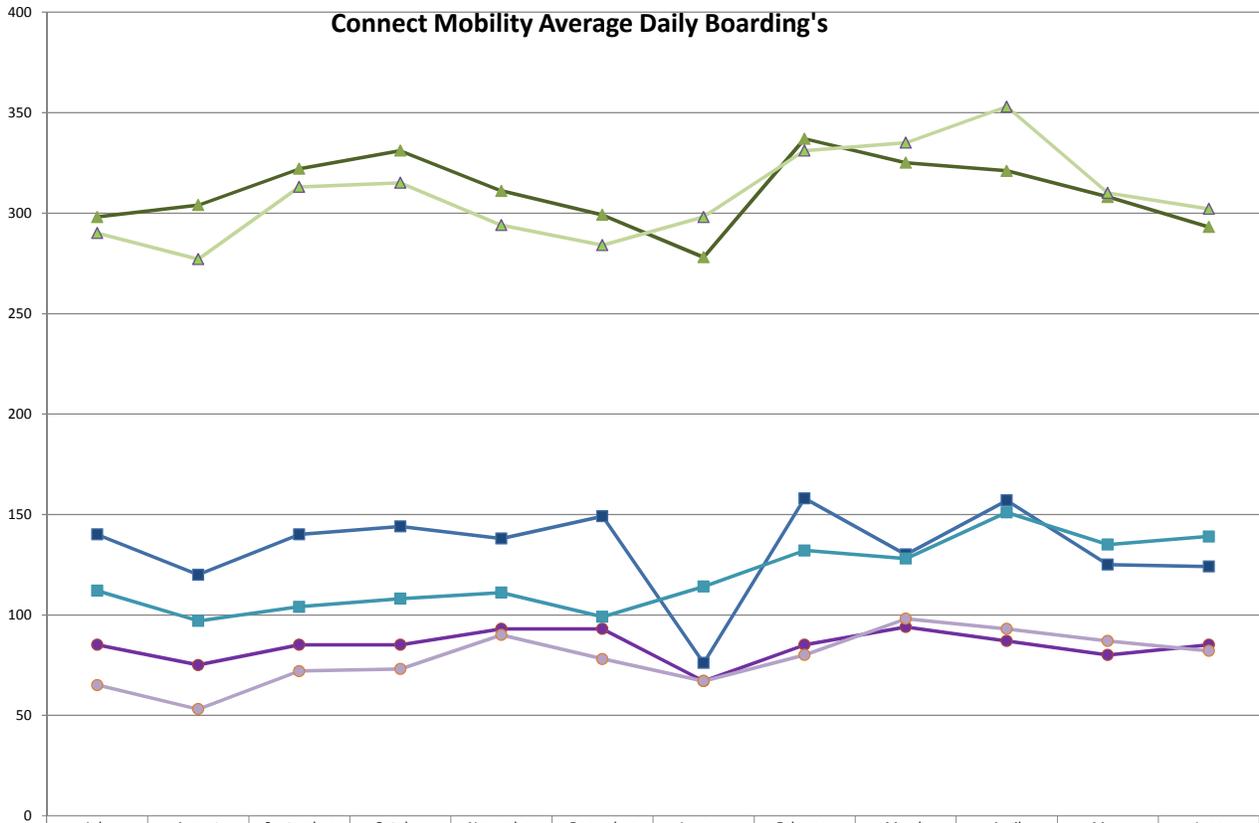
Fixed Route Average Daily Boarding's



	July	August	September	October	November	December	January	February	March	April	May	June
Sunday FY19	2603	3231	3452	3463	3084	2958	2807	3132	3044	3261	2843	2916
Sunday FY18	2228	2947	3210	3128	2746	2748	2934	2975	2724	2900	2655	2461
Saturday FY19	3885	5147	5889	5943	5102	4912	4304	5303	4765	5905	4084	4107
Saturday FY18	3946	4653	5591	5377	4281	4073	4240	5005	4461	5405	4512	3951
Weekday FY19	5635	7943	10191	9872	8829	6605	6991	9179	8151	9618	5896	5596
Weekday FY18	5105	7662	9291	9043	8077	6312	6177	8077	7238	8460	6278	5434

Notes: Average weekday boardings in June 2019 increased 2.9%. Sunday average boardings increased 18.4% in June, and have increased 9.3% YTD in FY2019 over FY2018.

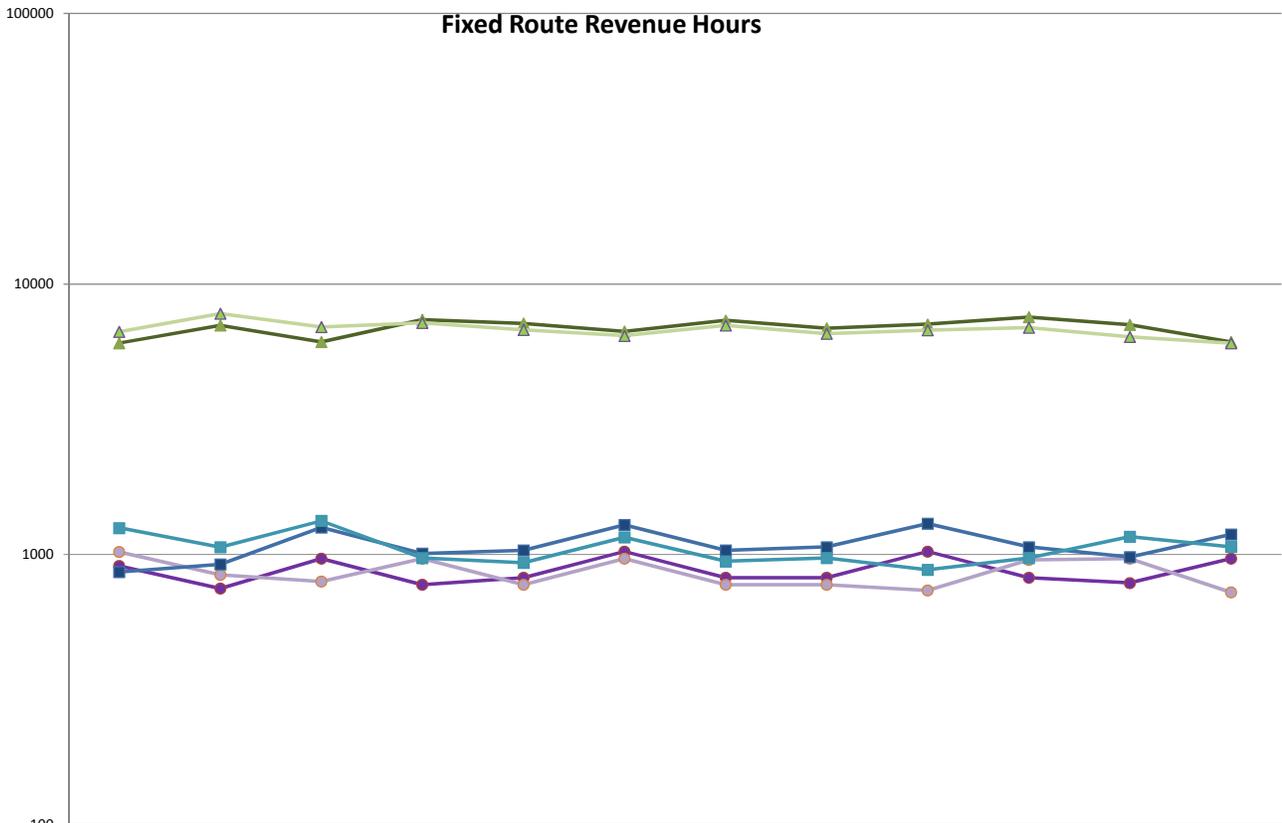
Connect Mobility Average Daily Boarding's



	July	August	September	October	November	December	January	February	March	April	May	June
Sunday FY19	85	75	85	85	93	93	67	85	94	87	80	85
Sunday FY18	65	53	72	73	90	78	67	80	98	93	87	82
Saturday FY19	140	120	140	144	138	149	76	158	130	157	125	124
Saturday FY18	112	97	104	108	111	99	114	132	128	151	135	139
Weekday FY19	298	304	322	331	311	299	278	337	325	321	308	293
Weekday FY18	290	277	313	315	294	284	298	331	335	353	310	302

Notes: Average weekday boarding in June decreased 2.98%.

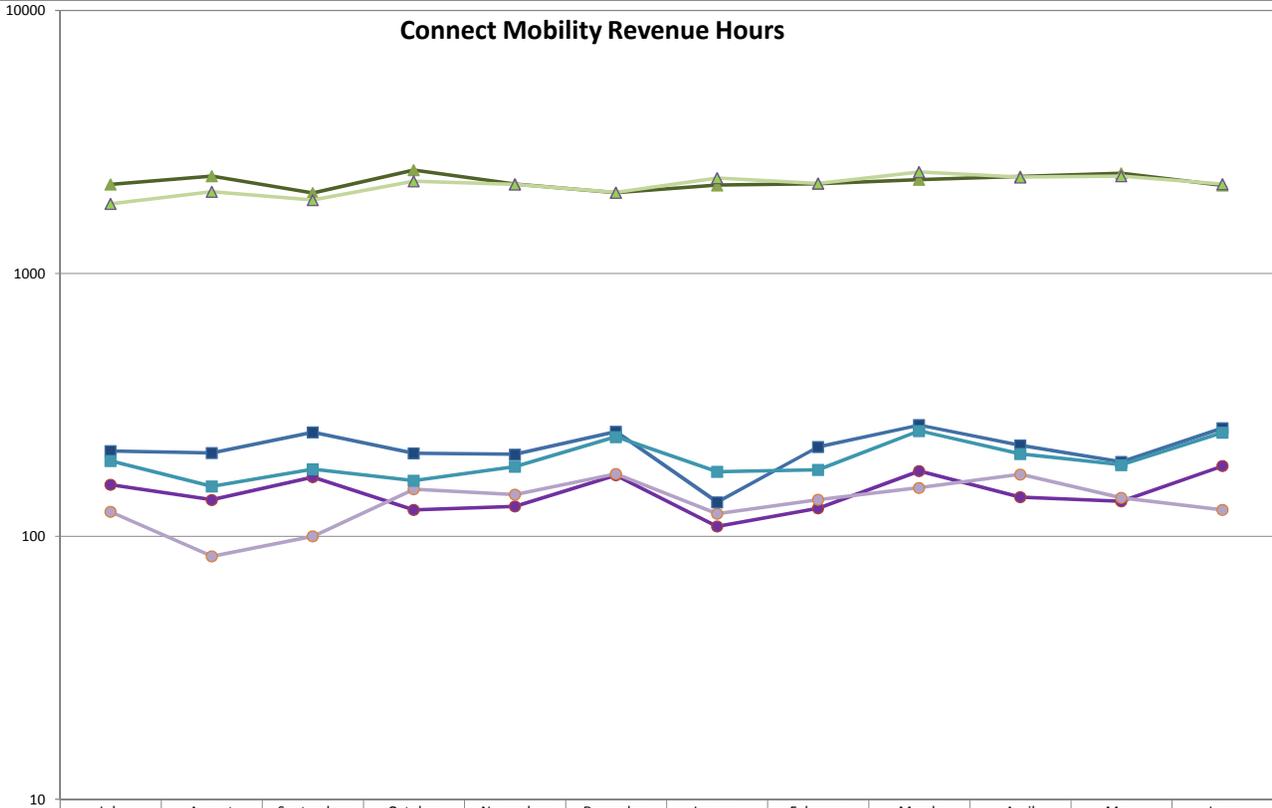
Fixed Route Revenue Hours



	July	August	September	October	November	December	January	February	March	April	May	June
● Sunday FY19	907	750	967	774	822	1027	822	822	1027	822	786	967
● Sunday FY18	1023	842	796	967	774	967	774	774	738	955	967	726
■ Saturday FY19	864	920	1261	1009	1036	1288	1036	1067	1303	1067	979	1187
■ Saturday FY18	1255	1066	1333	973	933	1160	945	973	880	972	1165	1068
▲ Weekday FY19	6050	7034	6108	7380	7139	6673	7332	6866	7098	7546	7074	6107
▲ Weekday FY18	6665	7774	6934	7178	6772	6440	7027	6547	6745	6905	6380	6050

Notes:

Connect Mobility Revenue Hours

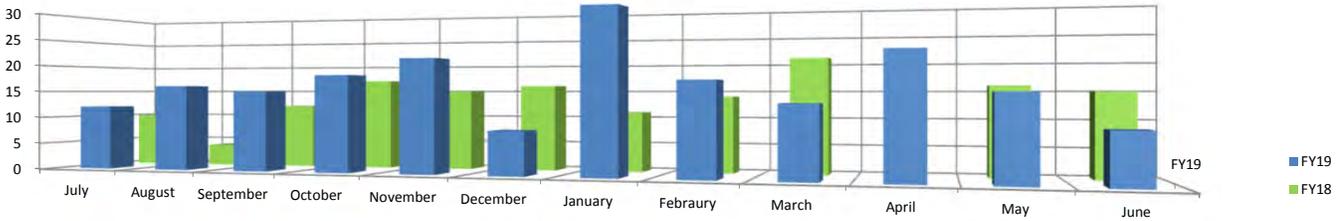


	July	August	September	October	November	December	January	February	March	April	May	June
Sunday FY19	157	138	168	126	130	171	109	128	177	141	136	185
Sunday FY18	124	84	100	151	144	173	122	138	153	172	140	126
Saturday FY19	211	208	249	207	205	250	135	219	265	222	192	258
Saturday FY18	194	155	180	163	184	239	176	179	252	206	187	248
Weekday FY19	2181	2346	2024	2473	2184	2029	2165	2191	2271	2340	2402	2162
Weekday FY18	1841	2046	1900	2244	2178	2031	2305	2201	2431	2322	2343	2184

Notes:

Safety Reports

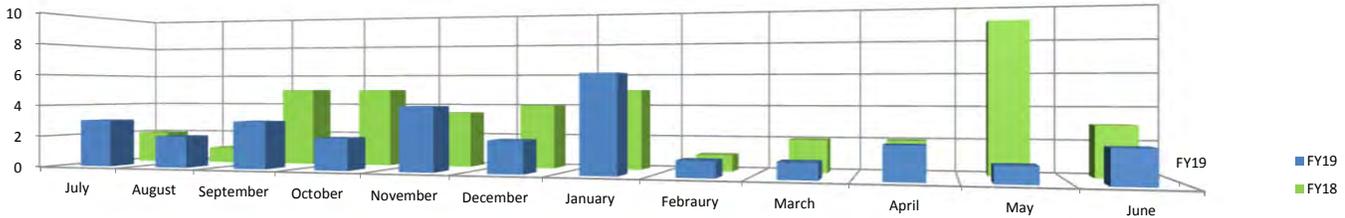
Safety Related Incidents Per 100,000 Miles



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	12	16	15	18	21	8	30	17	13	22	15	9
FY18	10	4	12	17	15	16	11	14	21	15	16	15

Notes: The numbers in this category show the *total number of reports received* for the calendar month. This number does not indicate whether an incident or accident was determined to be "Preventable". All submitted reports are reviewed and categorized by the Safety and Training Director.

Preventable Accidents Per 100,000 Miles

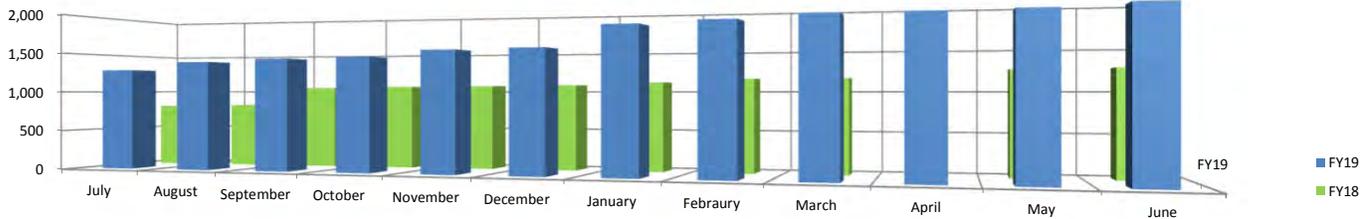


	July	August	September	October	November	December	January	February	March	April	May	June
FY19	3	2	3	2	4	2	6	1	1	2	1	2
FY18	2	1	5	5	4	4	5	1	2	2	9	3

Notes: **Accident:** An unplanned event that may or may not have resulted in personal injury or property damage, but in which the employee failed to exercise reasonable precautions to prevent the event. This consists of events such as a collision with another vehicle, a collision with a fixed object, closing a vehicle entry/exit door on a customer, etc.

Social Media Reports

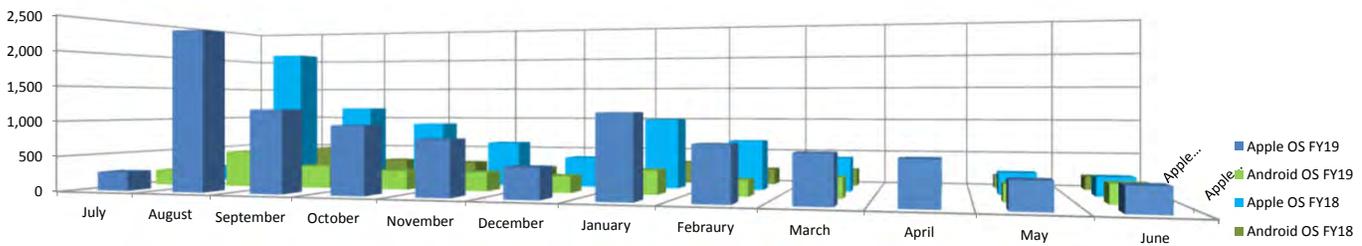
Facebook



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	1,282	1,382	1,416	1,431	1,509	1,524	1,785	1,821	1,869	1,873	1,886	1,933
FY18	799	814	1,051	1,065	1,074	1,084	1,118	1,161	1,165	1,175	1,258	1,275

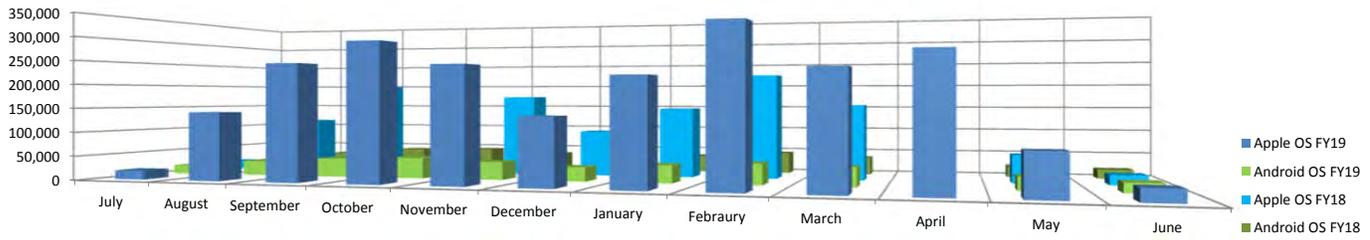
Notes:

App Downloads



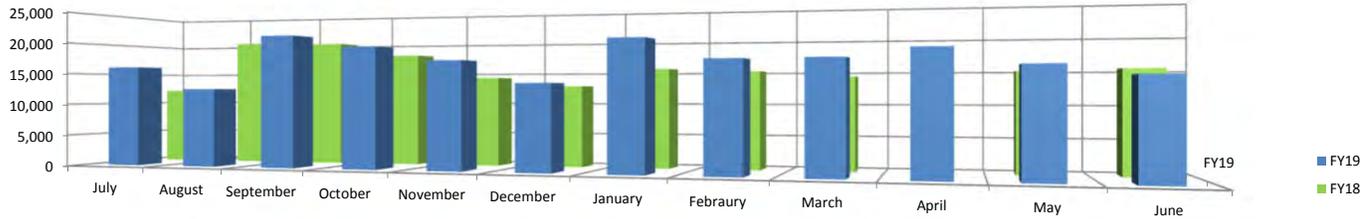
	July	August	September	October	November	December	January	February	March	April	May	June
Apple OS FY19	267	2281	1,167	954	776	425	1,137	747	650	595	365	326
Android OS FY19	222	517	325	271	265	233	332	220	276	237	229	262
Apple OS FY18	205	2,024	1,171	930	646	432	1,013	704	473	485	301	263
Android OS FY18	159	480	291	267	198	194	317	229	235	217	181	193

App Sessions



	July	August	September	October	November	December	January	February	March	April	May	June
Apple OS FY19	18,444	141,402	242,104	285,400	237,834	137,368	215,292	315,378	228,913	259,562	83,283	24,503
Android OS FY19	18,293	31,203	38,928	43,518	37,134	29,309	36,785	42,730	38,655	39,564	26,926	19,577
Apple OS FY18	17,548	117,128	196,292	219,581	172,574	96,626	147,747	219,690	156,082	174,054	56,785	20,318
Android OS FY18	17,064	30,925	42,162	44,588	36,593	27,651	35,903	44,877	37,116	37,209	22,902	18,834

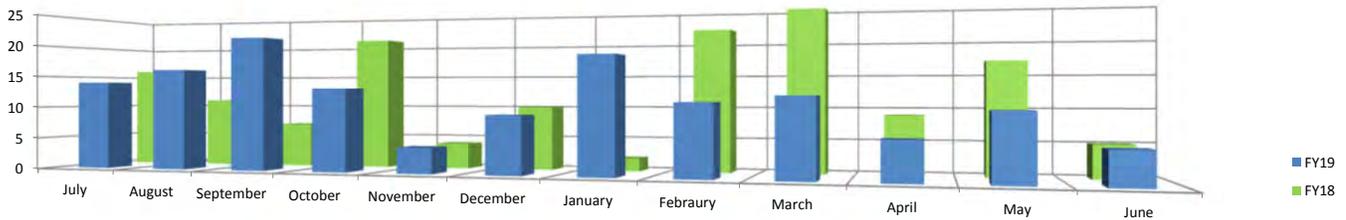
Website Traffic



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	16,048	12,457	20,916	19,059	16,859	13,387	19,993	16,867	16,962	18,275	15,879	14,462
FY18	12,200	20,312	20,122	18,048	14,288	12,909	15,634	15,208	14,380	15,877	15,075	15,429

Notes:

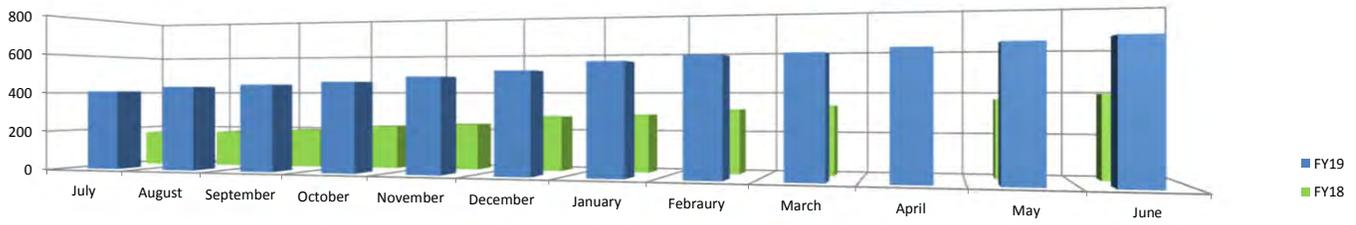
Twitter



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	14	16	21	13	4	9	18	11	12	6	10	5
FY18	16	11	7	21	4	10	2	22	25	9	17	5

Notes:

Instagram



	July	August	September	October	November	December	January	February	March	April	May	June
FY19	407	430	441	454	478	505	546	571	578	598	618	641
FY18	176	182	197	220	233	276	287	316	336	348	368	394

Notes:

Statistics	June 19				June 18				% Change			
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour
Connect Transit												
Green	21,955	7,611	775	28.33	19,945	7,345	748	26.66	10.1%	3.6%	3.6%	6.2%
Red	27,265	14,651	1,365	19.97	25,483	13,951	1,299	19.62	7.0%	5.0%	5.1%	1.8%
Lime	27,965	17,188	1,404	19.92	27,575	15,575	1,328	20.76	1.4%	10.4%	5.7%	-4.1%
Teal	-	-	-	-	-	-	-	-				
Aqua	7,230	2,750	197	36.76	7,193	2,797	200	35.97	0.5%	-1.7%	-1.7%	2.2%
Orange	4,520	4,840	370	12.22	4,047	4,918	376	10.76	11.7%	-1.6%	-1.6%	13.5%
Gold	5,265	4,798	395	13.33	6,238	4,834	398	15.67	-15.6%	-0.8%	-0.8%	-15.0%
Purple	11,895	10,888	747	15.93	11,262	11,073	759	14.83	5.6%	-1.7%	-1.7%	7.4%
Blue	4,290	4,380	383	11.19	4,634	4,453	390	11.89	-7.4%	-1.6%	-1.6%	-5.9%
Brown	4,400	4,111	358	12.28	4,966	5,243	457	10.86	-11.4%	-21.6%	-21.6%	13.0%
Tan	4,400	5,973	484	9.09	5,603	8,126	659	8.51	-21.5%	-26.5%	-26.5%	6.8%
Pink	6,205	4,347	380	16.33	5,647	4,123	388	14.55	9.9%	5.4%	-2.1%	12.2%
Yellow	10,475	5,736	400	26.19	10,410	5,865	409	25.45	0.6%	-2.2%	-2.2%	2.9%
Olive	3,835	4,347	430	8.92	3,763	4,378	433	8.69	1.9%	-0.7%	-0.7%	2.6%
Redbird	-	-	-	-	-	-	-	-				
Ntripper	-	-	-	-	-	-	-	-				
Btripper	-	-	-	-	-	-	-	-				
Silver	7335	7253.6	572.5	12.81	6947	7246.1	582.5	11.93	5.6%	0.1%	-1.7%	7.4%
Eastview		0	0		52	292	28					
Total Fixed Route	147,035	98,874	8,261	17.80	143,765	100,217	8,454	17.01	2.3%	-1.3%	-2.3%	4.7%
Demand Response												
Connect Mobility	6,917	30,112	2,606	2.65	7,374	30,406	2,558	2.88	-6.2%	-1.0%	1.9%	-7.9%
Connect Late Night												
Total Demand Response	6,917	30,112	2,606	2.65	7,374	30,406	2,558	2.88	-6.2%	-1.0%	1.9%	-7.9%
SYSTEM TOTALS	153,952	128,986	10,867	14.17	151,139	130,623	11,012	13.72	1.9%	-1.3%	-1.3%	3.2%



Statistics	YTD 19				YTD 18				% Change			
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour
Connect Transit												
Green	293,566	97,470	9,819	29.90	260,923	96,679	9,380	27.82	12.5%	0.8%	4.7%	7.5%
Red	346,338	175,256	16,317	21.23	324,438	165,314	15,437	21.02	6.8%	6.0%	5.7%	1.0%
Lime	351,083	205,847	16,794	20.91	320,403	178,056	15,782	20.30	9.6%	15.6%	6.4%	3.0%
Teal	-	-	-	#DIV/0!	10,461	12,792	1,178	8.88	-100.0%	-100.0%	-100.0%	#DIV/0!
Aqua	91,794	33,598	2,395	38.34	77,974	33,371	2,646	29.47	17.7%	0.7%	-9.5%	30.1%
Orange	56,142	59,003	4,500	12.48	49,218	57,921	4,466	11.02	14.1%	1.9%	0.8%	13.2%
Gold	72,259	58,457	4,810	15.02	67,465	58,920	4,858	13.89	7.1%	-0.8%	-1.0%	8.2%
Purple	137,193	132,764	9,100	15.08	131,783	142,835	10,547	12.50	4.1%	-7.1%	-13.7%	20.7%
Blue	58,426	53,713	4,670	12.51	53,124	53,230	4,642	11.45	10.0%	0.9%	0.6%	9.3%
Brown	57,017	51,249	4,468	12.76	63,043	62,156	5,444	11.58	-9.6%	-17.5%	-17.9%	10.2%
Tan	63,723	75,663	6,133	10.39	73,489	97,411	7,932	9.26	-13.3%	-22.3%	-22.7%	12.2%
Pink	79,879	52,632	4,602	17.36	70,583	45,796	4,635	15.23	13.2%	14.9%	-0.7%	14.0%
Yellow	177,926	93,599	6,532	27.24	177,460	96,236	6,662	26.64	0.3%	-2.7%	-1.9%	2.3%
Olve	45,409	52,309	5,174	8.78	44,074	52,078	5,071	8.69	3.0%	0.4%	2.0%	1.0%
Redbird	529,581	63,069	5,889	89.93	456,013	62,688	5,942	76.74	16.1%	0.6%	-0.9%	17.2%
Ntripper	-	-	-	#DIV/0!	270	557	32	8.50	-100.0%	-100.0%	-100.0%	#DIV/0!
Btripper	-	-	-	#DIV/0!	621	1,087	64	9.78	-100.0%	-100.0%	-100.0%	#DIV/0!
Silver	85975	88444.7	6978	12.32	58,902	68,788	5,463	10.78	46.0%	28.6%	27.7%	14.3%
Eastview	216	501	48	4.50	1,132	3,664	351	3.23	-80.9%	-86.3%	-86.3%	39.5%
Total Fixed Route	2,446,527	1,293,576	108,226	22.61	2,241,376	1,289,578	110,528	20.28	9.2%	0.3%	-2.1%	11.5%
Demand Response												
Connect Mobility	90,515	378,792	31,213	2.90	89,313	364,376	30,024	2.97	1.3%	4.0%	4.0%	-2.5%
Connect Late Night	-	-	-	#DIV/0!	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Demand Response	90,515	378,792	31,213	2.90	89,313	364,376	30,024	2.97	1.3%	4.0%	4.0%	-2.5%
SYSTEM TOTALS	2,537,042	1,672,368	139,439	18.19	2,330,689	1,653,954	140,552	16.58	8.9%	1.1%	-0.8%	9.7%



MEMO

DATE: July 23, 2019
TO: Board of Trustees
FROM: Patrick Kuebrich, Finance Director
SUBJECT: Illinois Downstate Operating Assistance Grant Agreement

PROPOSED ACTION: That the Illinois Downstate Operating Assistance Grant Agreement for fiscal year 2020 be approved, the necessary documents executed, and the Resolution be adopted.

BACKGROUND: The Illinois Downstate Operating Assistance Grant Agreement will pay for sixty-five percent (65%) of Connect Transit's eligible operating expenses up to \$13,890,500.00 for FY 2020.

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM**

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764, and Bloomington Normal Public Transit System (Grantee) with its principal office at 351 Wylie Drive, Normal, IL 61761 and payment address (if different than principal office) at same hereby enter into this Grant Agreement (Agreement). 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 079158168 is Grantee's correct DUNS number, 370963585 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 \$13,890,500.00, of which \$0.00 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 N/A, the federal awarding agency is N/A, and the federal award date is . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141-12813.

1.4 Term. This Agreement shall be effective 07/01/2019 and shall expire on 06/30/2020 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.

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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

Bloomington Normal Public Transit System

By: _____
Signature of Matt Magalis, Chief of Staff, on behalf of Director of OIPI

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Issac Thorne

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

Printed Title: General Manager
Email: ithorne@connect-transit.com

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

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: Matt Magalis
Printed Title: Chief of Staff
Designee

Printed Title: _____
Email: _____

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

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

(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 organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, 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 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees 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; and (iv) 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.

"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.

"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.

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. 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 to hold harmless Grantor 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 if 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 thirty (30) 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 expenditures 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 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. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, 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 V and 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 public and private 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 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6 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.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 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 7.7).

(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.

7.9 **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 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **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 *a/so* 30 ILCS 708/60(a)(7).

7.11 **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, its officers, and directors 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 officer, director, partner or other 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.

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.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply 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. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such 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.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, 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 Grantee's fiscal year ending on or after June 30.

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 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.

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 or PART THREE. 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 30 calendar days following the period covered by the report. 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, within 60 calendar days following the end of the period of performance. 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 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) 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 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.

(c) 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.

15.3 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and 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.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by 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 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. 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 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.

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, SAM registration status, Related Parties, senior management, 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. 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 REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

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 or management makeup (for example, a merger or a corporate restructuring), 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 board membership. 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 44 Ill. Admin. Code 7000.40(b)(3).

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: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) 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).

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 this 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 Purchase and 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 AND INDEMNIFICATION**

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois 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 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**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 Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

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. 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall 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. 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, without limitation, final indirect cost rate adjustments and 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.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-80-1141

NOSA/SAIN Number

1141-12813

GATA Registration Number

672202

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B
DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. 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 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$13,890,500.00 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.

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantee shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

**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: Karen Strell
Title: Section Chief
Address: 69 W. Washington, Suite 2100 Chicago, IL 60602
Phone: 312-793-5230
TTY#: _____
Fax#: _____
Email Address: karen.strell@illinois.gov

GRANTEE CONTACT

Name: Issac Thorne
Title: General Manager
Address: 351 Wylie Drive, Normal, IL 61761
Phone: 309-829-1124
TTY#: _____
Fax#: _____
Email Address: ithorne@connect-transit.com

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

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

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

1) 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.

2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.

A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.

B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.

C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.

E. 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 653.

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.

Quality of Management System

• Conditions:

o Supply the Grantor with a written detailed assessment of your accounting system and copy of the grantee accounting process manual.

• Corrective Action:

o Implementation of new or enhanced internal control and management systems, mitigating controls or a combination of any of the aforementioned.

o Auditor procurement oversight procedures are highlighted and locations listed within the procedures manual in the assessment as applicable.

Grantee shall:

A. Provide proof that substantial steps are being taken to mitigate risk factors within the 90 days of the executed grant agreement or written plan to mitigate said risk factors.

B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.

C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

D. Grantee shall maintain sufficient required matching funds; said funds shall be held in an interest-bearing account.

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:

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by 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:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization 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.

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

Dispute Resolution. 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.

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 reporting period after the 07/01/2019 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 06/30 (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.

INSPECTION AND AUDIT

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 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

GRANTEE'S WARRANTIES

28.1 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 1.
- (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 2.

DRUG FREE WORKPLACE

29.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.

PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Bloomington Normal Public Transit System ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 5060 (20-1141-12813), Grant No. (OP-20-44-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such 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 court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: _____
(attorney's name) _____
(attorney's title) for Bloomington Normal Public Transit System

Date: _____

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM

Section 1. That the Bloomington Normal Public Transit System enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2020 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the General Manager of the Bloomington Normal Public Transit System is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Bloomington Normal Public Transit System for such assistance for fiscal year 2020.

Section 3. That the General Manager of the Bloomington Normal Public Transit System is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2020.

Section 4. That while participating in said operating assistance program the Bloomington Normal Public Transit System shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 2019

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

PART TWO ATTACHMENT 3
 STATE OF ILLINOIS
 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Bloomington Normal Public Transit System

Signature of Authorized Representative: _____

Title: General Manager 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:

PART THREE – THE PROJECT-SPECIFIC TERMS

DEFINITIONS

30.1. As used in this Agreement:

"AICPA" means the American Institute of Certified Public Accountants.

"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

"OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

31.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

PROJECT BUDGET

32.1. The Uniform Budget is attached as Part Three, Attachment 2.

32.2. Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2020, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2020, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2 3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2020 does not exceed Grantee's actual operating deficit for that year.

32.3. The Grantor has approved and agrees to make a grant in the estimated amount of \$13,890,500.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

32.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2020 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or

its equivalent shall not be included as operating revenue or operating income."

32.5. Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

PAYMENT PROCEDURES

33.1. The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

33.2. Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

33.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

33.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

33.5. Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

34.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation

portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor's most current "Capital Grants Manual" and "Supplemental Operating Assistance Guidelines";

- (f) non-rolling stock-equipment purchases that are less than \$10,000;
- (g) administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;
- (h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- (i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);
- (j) established reserves for self-insurance programs;
- (k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- (l) Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- (m) any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

35.1. Ineligible operating expenses include, but are not limited to, the following:

- (a) depreciation, whether funded or unfunded;
- (b) amortization of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- (g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- (h) travel and entertainment expenses incurred in attending non-public transportation-related activities;
- (i) charter, school bus and sightseeing expenses as defined by the FTA;

- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- (m) income taxes;
- (n) that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- (o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- (p) expenses for freight haulage provided by Grantee;
- (q) any expense that is reimbursed from insurance proceeds;
- (r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- (s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

36.1. 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.

36.2. 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.

36.3. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

37.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage 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 able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

ETHANOL GASOLINE

38.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

NO WAIVER

39.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

GRANTEE'S RESERVATION OF RIGHTS

40.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

FAILURE TO APPROPRIATE FUNDS

41.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies 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 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 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Bloomington Normal Public Transit System

Signature of Authorized Representative _____

Title: General Manager Date: _____

PART THREE ATTACHMENT 2

UNIFORM BUDGET



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Transportation Notice of Funding Opportunity Number: 20-494-80-1441
 Organization Name: Bloomington-Normal Public Transit System Opportunity (NOFO) Number:
 Data Universal Number System (DUNS) Number (enter numbers only) : 079158168

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Downstate Operating Assistance Program (DOAP)
Section A: State of Illinois Funds Fiscal Year: 06/30/2020

REVENUES		Total Revenue
State of Illinois Grant Requested	\$	13,890,500
Budget Expenditure Categories		Total Expenditures
1. Personnel (Salary and Wages)	200.430	5,142,150.00
2. Fringe Benefits	200.431	1,839,500.00
3. Travel	200.474	44,200.00
4. Equipment	200.439	
5. Supplies	200.94	1,068,600.00
6. Contractual Services and Subawards	200.318 & 200.92	
7. Consultant (Professional Service)	200.459	
8. Construction		
9. Occupancy (Rent and Utilities)	200.465	90,350.00
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		133,250.00
15. A. Grant Exclusive Line Item(s)		512,200.00
15. B. Grant Exclusive Line Item(s)		5,060,250.00
16. Total Direct Costs (add lines 1-15)	200.413	13,890,500
17. Total Indirect Costs	200.414	
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE	\$	13,890,500

Instructions found at end of document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Bloomington-Normal Public Transit System

NOFO Number: 20-494-80-1441

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.

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)
The Restricted Indirect Cost Rate is: _____ %

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: Bloomington-Normal Public Transit System NOFO Number: 20-494-80-1441

Section B: Non-State of Illinois Funds Fiscal Year: 06/30/2020

REVENUES	(Agency to Populate)	Total Revenue
Grantee Match Requirement %:	35	
b) Cash		\$ 7,479,500.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 7,479,500.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$ 2,768,850.00
2. Fringe Benefits	200.431	\$ 990,500.00
3. Travel	200.474	\$ 23,800.00
4. Equipment	200.439	\$
5. Supplies	200.94	\$ 575,400.00
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$ 48,650.00
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		\$ 71,750.00
15. A. Grant Exclusive Line Item(s)		\$ 275,800.00
15. B. Grant Exclusive Line Item(s)		\$ 2,724,750.00
16. Total Direct Costs (add lines 1-15)	200.413	\$ 7,479,500.00
17. Total Indirect Costs	200.414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 7,479,500.00
MUST EQUAL REVENUE TOTALS ABOVE		



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Bloomington-Normal Public Transit System NOFO Number: 20-494-80-1141-01
 Data Universal Number System (DUNS) Number (enter numbers only) : 079158168 Fiscal Year: 06/30/2020
 Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Downstate Operating Assistance Program (DOAP)

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).

Bloomington-Normal Public Transit System	Bloomington-Normal Public Transit System
Institution/Organization Name:	Institution/Organization Name:
Finance Director	General Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Patrick Kuebrich	Isaac Thorne
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
<i>Patrick Kuebrich</i>	<i>Isaac Thorne</i>
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
<u>4-24-2019</u>	<u>4/24/19</u>
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers bas al 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: 079158168

Sub-recipient Parent Company DUNS:

Sub-recipient Name: Bloomington-Normal Public Transit System

Sub-recipient DBA Name: Connect Transit

Sub-recipient Street Address: 351 Wylie Drive

City: Normal State: Illinois

Zip-Code: 61761

Congressional District: 13, 18

Sub-recipient Principal Place of Performance: Bloomington - Normal, Illinois

City: Normal State: Illinois

Zip-Code: 61761

Congressional District: 13, 18

Contract Number (if known):

Award Amount: \$13,890,500.00

Project Period: From: Jul 1, 2019

Project Period: To: Jun 30, 2020

State of Illinois Awarding Agency and Project Detail Description:

Downstate Operating Assistance Program (DOAP)

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 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
	Operators Salaries and Wages	\$3,248,700.00	Hourly	100 %	1	\$3,248,700.00	Add Delete
	Dispatchers Salaries and Wages	\$503,100.00	Hourly	100 %	1	\$503,100.00	Add Delete
	Maintenance Salaries and Wages	\$728,000.00	Hourly	100 %	1	\$728,000.00	Add Delete
	Administrative Salaries and Wages	\$662,350.00	Hourly	100 %	1	\$662,350.00	Add Delete
State Total						\$5,142,150.00	
	Operators Salaries and Wages	\$1,749,300.00	Hourly	100 %	1	\$1,749,300.00	Add Delete
	Dispatchers Salaries and Wages	\$270,900.00	Hourly	100 %	1	\$270,900.00	Add Delete
	Maintenance Salaries and Wages	\$392,000.00	Hourly	100 %	1	\$392,000.00	Add Delete
	Administrative Salaries and Wages	\$356,650.00	Hourly	100 %	1	\$356,650.00	Add Delete
NON-State Total						\$2,768,850.00	
Total Personnel						\$7,911,000.00	

Personnel Narrative (State):

Operators' Salaries and Wages: The documented labor of employees of the transit system who are classified as revenue vehicle operators.
 Other Salaries and wages will consist of all some of the following:
 Dispatchers' Salaries and Wages: The documented labor of employees of the transit system who are classified as vehicle dispatchers.
 Maintenance Salaries and Wages: The documented labor of employees of the transit system who are classified at maintenance employees.
 Administrative Salaries and Wages: The documented labor of employees of the transit system who are classified as administrative.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match Funding

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.437)

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
FICA	All	\$393,250.00	100 %	\$393,250.00	Add Delete
Retirement Plan	All	\$248,300.00	100 %	\$248,300.00	Add Delete
Health Insurance Plan	All	\$930,150.00	100 %	\$930,150.00	Add Delete
Life Insurance Plan	All	\$13,650.00	100 %	\$13,650.00	Add Delete
Short Term Disability	All	\$36,400.00	100 %	\$36,400.00	Add Delete
Unemployment Insurance	All	\$27,950.00	100 %	\$27,950.00	Add Delete
Workers Compensation Insurance	All	\$161,200.00	100 %	\$161,200.00	Add Delete
Uniform & Clothing Allowance	All	\$24,050.00	100 %	\$24,050.00	Add Delete
Other Fringe Benefits	All	\$4,550.00	100 %	\$4,550.00	Add Delete
State Total				\$1,839,500.00	✓
FICA	All	\$211,750.00	100 %	\$211,750.00	Add Delete
Retirement Plan	All	\$133,700.00	100 %	\$133,700.00	Add Delete
Health Insurance Plan	All	\$500,850.00	100 %	\$500,850.00	Add Delete
Life Insurance Plan	All	\$7,350.00	100 %	\$7,350.00	Add Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Short Term Disability	All	\$19,600.00	100 %	\$19,600.00	Add Delete
Unemployment Insurance	All	\$15,050.00	100 %	\$15,050.00	Add Delete
Workers Compensation Insurance	All	\$86,800.00	100 %	\$86,800.00	Add Delete
Uniform & Clothing Allowance	All	\$12,950.00	100 %	\$12,950.00	Add Delete
Other Fringe Benefits	All	\$2,450.00	100 %	\$2,450.00	Add Delete
Non-State Total				\$990,500.00	
Total Fringe Benefits				\$2,830,000.00	

Fringe Benefits Narrative (State):

FICA: Payments or accruals to the federal social security fund required to be made by the employer on behalf of the employee.

Retirement Plan: Payments or accruals to retirement funds required to be made by the employer on behalf of the employee under the terms of the retirement plans.

Health Insurance Plan: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under the terms of the group health insurance plans.

Life Insurance: Payments or accruals to insurance companies required to be made by the employer on behalf of the employees under terms of group or individual life insurance policies wherein the employee is the beneficiary.

Short Term Disability: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under terms of group short term disability insurance plans.

Unemployment Insurance: Payments or accruals to state and federal agencies required to be made by the employer on behalf of the employee to provide employee continued compensation for the employee for a period of time in the event the employee is laid off.

Worker's Compensation Insurance: Payments or accruals to insurance companies to indemnify the transit system against statutory damages arising from injuries or death to employees while in the employ of the transit system; or payments or accruals to or for employees for uninsured losses for statutory damages arising from injuries or death to employees while in the employ of the transit system.

Uniform and Clothing Allowance: Payments or accruals to offset the cost of uniforms or work clothing the employee must wear when engaged in his/her occupation. The cost of uniforms and work clothing provided to employees for their wear while engaged in their occupation.

Other Fringe Benefits: Mechanics Tool Allowance

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match 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
Conferences and Meetings	Various	\$650.00		1	68	\$44,200.00	Add Delete
State Total						\$44,200.00	✓
Conferences and Meetings	Various	\$350.00		1	68	\$23,800.00	Add Delete
NON-State Total						\$23,800.00	
Total Travel						\$68,000.00	

Travel Narrative (State):
Fees and allowances for transportation of transit system employees and related officials of airplanes, trains, etc. Expenses for food and lodging charges for participation in industry conferences. Other related business meeting expenses.

Travel Narrative (Non-State): (i.e. "Match" of "Other Funding")
Match Funds



**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
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				
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
Fuel and Lubricants	1	\$703,950.00	\$703,950.00	Add Delete
Tires and Tubes	1	\$58,500.00	\$58,500.00	Add Delete
Inventory Purchases	1	\$143,650.00	\$143,650.00	Add Delete
Other Materials and Supplies	1	\$162,500.00	\$162,500.00	Add Delete
State Total			\$1,068,600.00	✓
Fuel and Lubricants	1	\$379,050.00	\$379,050.00	Add Delete
Tires and Tubes	1	\$31,500.00	\$31,500.00	Add Delete
Inventory Purchases	1	\$77,350.00	\$77,350.00	Add Delete
Other Materials and Supplies	1	\$87,500.00	\$87,500.00	Add Delete
Non-State Total			\$575,400.00	
Total Supplies			\$1,644,000.00	

Supplies Narrative (State):

Fuel and Lubricants Consumed: Costs of gasoline, diesel fuel, propane, lubricating oil, transmission fluid, grease, etc., for use in vehicles.
 Tires and Tubes Consumed: Lease payments for tires and tubes rented on a time period or mileage basis. Cost of tires and tubes purchased for replacement of tires and tubes on vehicles. Cost of tire repair.
 Inventory Purchases: Items purchased to establish bench stock e.g., vehicle maintenance parts, cleaning supplies, office forms, etc.
 Other Materials and Supplies Consumed: Cost of materials and supplies purchased for immediate consumption, such as vehicle maintenance parts, cleaning supplies, and eligible office materials.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



**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	
		Add	
		Delete	
		Add	
		Delete	
State Total			
Non-State Total			
Total Contractual Services			
Contractual Services Narrative (State):			
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			



**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
							Add Delete
State Total							
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
							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	
			Add	Delete
			Add	Delete
			Add	Delete
	State Total			
			Add	Delete
	Non-State Total			
	Total Construction			
Construction Narrative (State):				
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
Utilities	1	1	\$90,350.00	1	\$90,350.00	Add Delete
			State Total		\$90,350.00	<input checked="" type="checkbox"/>
			NON-State Total		\$48,650.00	
			Total Occupancy - Rent and Utilities		\$139,000.00	
Occupancy - Rent and Utilities Narrative (State): Utilities purchased from an outside utility company and used for all purposes.						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding") Matching Funds						



**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
			Add Delete
	State Total		Add Delete
	Non-State Total		
	Total Research and Development		

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). 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 telecommunications, 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
State Total						
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
						Add Delete
State Total						
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
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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
				%			Add Delete
State Total							
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



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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
Dues and Subscriptions	1	1	\$29,900.00	1	\$29,900.00	Add Delete
Advertising/Promotional Media	1	1	\$98,150.00	1	\$98,150.00	Add Delete
Other Miscellaneous	1	1	\$5,200.00	1	\$5,200.00	Add Delete
State Total					\$133,250.00	✓
Dues and Subscriptions	1	1	\$16,100.00	1	\$16,100.00	Add Delete
Advertising/Promotional Media	1	1	\$52,850.00	1	\$52,850.00	Add Delete
Other Miscellaneous	1	1	\$2,800.00	1	\$2,800.00	Add Delete
NON-State Total					\$71,750.00	
Total Other or Miscellaneous Costs					\$205,000.00	

Other or Miscellaneous Costs Narrative (State):
 Dues and Subscriptions: Fees for membership in industry organizations and subscriptions to eligible periodical publications.
 Advertising/Promotion Media: Advertising media fees and expenses, regardless of whether they are paid to an advertising agency of direct to the media. The labor and materials provided by the advertising agency in the development and production of advertising campaigns is included.
 Other Miscellaneous: Miscellaneous expenses not elsewhere classified.
 Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
 Matching Funds



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15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

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
Professional and Technical Services	1	1	\$111,150.00	1	\$111,150.00	Add Delete
Contract Maintenance	1	1	\$116,350.00	1	\$116,350.00	Add Delete
Custodial Services	1	1	\$10,400.00	1	\$10,400.00	Add Delete
Security Services	1	1	\$5,200.00	1	\$5,200.00	Add Delete
Other Services	1	1	\$5,200.00	1	\$5,200.00	Add Delete
Casualty and Liability Costs	1	1	\$260,000.00	1	\$260,000.00	Add Delete
Taxes	1	1	\$3,900.00	1	\$3,900.00	Add Delete
Debt Service for Equipment/Facilities	1	1	\$5,060,250.00	1	\$5,060,250.00	Add Delete
State Total					\$5,572,450.00	✓
Professional and Technical Services	1	1	\$59,850.00	1	\$59,850.00	Add Delete
Contract Maintenance	1	1	\$62,650.00	1	\$62,650.00	Add Delete



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Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
Custodial Services	1	1	\$5,600.00	1	\$5,600.00	Add Delete
Security Services	1	1	\$2,800.00	1	\$2,800.00	Add Delete
Other Services	1	1	\$2,800.00	1	\$2,800.00	Add Delete
Casualty and Liability Costs	1	1	\$140,000.00	1	\$140,000.00	Add Delete
Taxes	1	1	\$2,100.00	1	\$2,100.00	Add Delete
Debt Service for Equipment/Facilities	1	1	\$2,724,750.00	1	\$2,724,750.00	Add Delete
NON-State Total						
Total Grant Exclusive Line Item					\$8,573,000.00	
<p>Grant Exclusive Line Item Narrative (State): Professional and Technical Services: The labor and services provided by attorneys, accountants and auditors, investment bankers, computer service companies, engineering firms, management consultants, transit industry consultants, medical facilities for required testing, etc. These services generally require specialized technical knowledge and are usually performed under the supervision of the outside organization, rather than transit system personnel. Contract Maintenance: The maintenance of the plant and equipment under contract or on a single job basis with an outside organization. Custodial Services: The performance of janitorial services, under contract or on a single job basis with an outside organization. Security services: The patrolling of vehicles, stations, yards and buildings to detect and prevent criminal activity, fires, unsafe conditions, etc. Other Services: All costs for services except for advertising fees. Casualty and Liability Costs: Premiums for physical damage insurance, public liability and property damage insurance, payouts for uninsured public liability and property damage settlements, provisions for uninsured public liability and property damage settlements, recoveries of public liability and property damage settlements, and premiums for other corporate insurance. Taxes: Vehicle licensing and registration fees. Debt Service for Equipment/Facilities: Interest on Long Term and Short Term Debt Obligations, and Debt Service for Equipment/Facilities. Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding") Match</p>						
Add New Grant Exclusive Line Item		Delete Grant Exclusive Line Item				



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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
				Add
				Delete
State Total				
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
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Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform form (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 be used for 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. 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 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 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	\$5,142,150.00	\$2,768,850.00	\$7,911,000.00
2. Fringe Benefits	\$1,839,500.00	\$990,500.00	\$2,830,000.00
3. Travel	\$44,200.00	\$23,800.00	\$68,000.00
4. Equipment			
5. Supplies	\$1,068,600.00	\$575,400.00	\$1,644,000.00
6. Contractual Services			
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)	\$90,350.00	\$48,650.00	\$139,000.00
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs	\$133,250.00	\$71,750.00	\$205,000.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$5,572,450.00	\$3,000,550.00	\$8,573,000.00
16. Indirect Costs			
	State Request: \$13,890,500.00 ✓		
	Non-State Amount	\$7,479,500.00 ✓	
TOTAL PROJECT COSTS			\$21,370,000.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

For State Use Only

Grantee: Bloomington-Normal Public Transit System

Notice of Funding

Data Universal Number System (DUNS) Number (enter numbers only): 079158168

Opportunity (NOFO) Number: 20-494-80-1441

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141

CSFA Short Description: Downstate Operating Assistance Program (DOAP)

Fiscal Year(s): 2020

Initial Budget Request Amount: \$21,370,000

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$21,370,000

Program Approval Name: ARROLLA A. WEA

Program Approval Signature: [Signature]

Date: 4/30/2019

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.



MEMO

DATE: July 23, 2019

TO: Board of Trustees

FROM: Cassie Mosier, Procurement Specialist

SUBJECT: Recommendation of RFP 19-04 for Shower Addition and Restroom Construction

RECOMMENDATION: Authorize the General Manager to award a Contract to P.J. Hoerr to add two (2) showers to the Maintenance restrooms.

DISCUSSION: Two (2) bids were received from P.J. Hoerr and J. Spencer Construction. The restrooms in the Maintenance Department were constructed without showers. The administration and maintenance facility lack a place for Connect Transit employees to shower. The showers will create a safer environment for employees and allow us to better promote multi-modal commuting.

FINANCIAL IMPACT: The cost will be \$184,660; \$140,000 will come from FTA capital funding; and \$35,000 from local funding. This is an approved project in the FY2020 Capital Budget.



MEMO

DATE: July 23, 2019
TO: Board of Trustees
FROM: Jeff Holtke, Marketing and Business Development Manager
SUBJECT: Recommendation for Marketing and Communications Plan FY2020

RECOMMENDATION: That the Board approve the Marketing and Communications Plan for FY2020.

BACKGROUND: A major objective in Connect Transit's Strategic Plan is to continue building a marketing and communication plan. As in years past, there have been several different ways of promoting the Connect Transit message; however, it was not consistent until FY2018. In FY2018 we began the *#GetConnected With Connect Transit* campaign and used across all platforms. In FY2020 staff will continue to promote the *#GetConnected* tagline throughout our campaigns.

Over the last few years, Connect has advertised with various outlets from previews at movie theatres to radio and television. This year staff will focus on following a similar path on radio as has been done in the past.

Connect will continue to promote a consistent message through all marketing efforts in FY2020. The *#GetConnected* tagline will be used again in our marketing message. Staff will work with our advertising partners to help increase ridership and app downloads. Overall, this plan follows a very similar path to what has been done in the last several years while mixing in a few new elements to help raise brand awareness in new areas that have not been explored.

DISCUSSION: Connect Transit received proposals from each of the major radio groups, one (1) local television station and many smaller entities. This Marketing Plan will allow Connect to gauge the effectiveness of prior plans along with mixing in new components. Multiple radio stations have begun focusing on digital advertising and exhibiting a presence on several of Connect's partners' websites will help drive more traffic to Connect's website, in addition to helping current riders and potential riders find more information on riding. After laying out the FY2020 Marketing Plan, funding remains for other opportunities that may arise for Connect Transit to consider throughout the remainder of the year.



Company	Type of Media (Print/Radio/Etc.)	Number of Total Spots	Total Investment
Cumulus Bloomington	WBNQ Community Calendar	20 radio spots (Month) 20 online spots (Month) 21 Name Mentions (Month) Banner Ad on Community Cal	\$7,800
Neuhoff Media Hot 100 / Bob FM / Rock 96.7	Radio	3,600 Spots across all 3 stations 3,600 Streaming Spots 1 Banner Ad on all 3 stations \$500 Certificate for Charity (\$250x2)	\$19,800
Grossinger Motors Arena	Signage	Scoreboard Sign Concourse Sign Two Digital Marquees Static Sign Promoting Total Rides Website Links	\$6,700
WGLT	Radio/Website	19 Spots Per Month 14,000 Web Impressions per Month	\$7,200
Great Plains Media	Radio (107.7 The Bull)	50 radio spots (First 2 Weeks Each Month) 60 online spots (Month)	\$18,000
WEEK TV 25	Digital Ads	25,000 Impressions/Month WEEK.COM	\$1,200
Comcast	Television Ads	900 :30 Commercials (4 Weeks Each Qtr.)	\$4,950
		Total	\$65,650

KEY FEATURES

- Continue to push forward growing online presence. Connect recently hit 2,000 LIKES on Facebook and continue to grow Twitter and Instagram as well. Additional funding will be used on Facebook campaigns as they have been very effective when done properly
- Digital Ads – Reaches customers who use smart phones throughout the day with various companies such as WGLT, WEEK-TV and Great Plains Media
- Continue to brand our marketing with *#GetConnected* and continue to push the message of ease of access when using Connect Transit in everyday life



MEMO

DATE: July 23, 2019

TO: Board of Trustees

FROM: Isaac Thorne, General Manager

Subject: Recommendation to Delay Fixed Route and Connect Mobility Fare Increase to January 1, 2020

RECOMMENDATION: That the Board of Trustees approve a delay of the fare increase to January 1, 2020.

DISCUSSION: The Board of Trustees approved a fare increase for Fixed Route and Connect Mobility to take effect on October 1, 2019.

In April, the Board of Trustees approved the creation of the *Connect to the Future* Working Group. The purpose of the Working Group is to provide recommendation for what type of transportation service the community desires and how does the community obtain those desired services. Delaying the fare increase will give the Working Group time to develop recommendations, and for the Connect Transit Board to review the recommendations.

FINANCIAL IMPACT: The recommendation to delay the fare increase to January 1, 2020 will decrease fare revenue an estimated \$22,975.00. Connect will use additional Federal Grant funding in FY2020 of an estimated \$22,975.00 to balance the budget.



MEMO

DATE: July 23, 2019

TO: Board of Trustees

FROM: Cassie Mosier, Procurement Specialist

Subject: Recommendation of Replacement of Four (4) Service Vehicles

RECOMMENDATION: Authorize the General Manager to purchase four (4) 2018 Ford Taurus service vehicles from the State of Illinois Vehicle Contract, in the amount of \$99,920.00.

BACKGROUND: Connect Transit has two (2) service vehicles past their useful life (5 years) and need replacement. Additionally, two (2) electric service vehicles are leased, and the lease Contract expires in August.

DISCUSSION: Connect can use the State of Illinois Master Contract to purchase these service vehicles. The State of Illinois has awarded Morrow Brothers Ford, Inc. with a Blanket Master Contract. The joint purchasing program allows agencies to purchase vehicles that have already been approved as the "lowest bidder".

FINANCIAL IMPACT: The cost of four (4) 2018 Ford Taurus service vehicles is \$99,920. Connect will use \$64,948 of Illinois Department of Transportation Debt Service; \$20,000 of FTA Section 5307 funding; and \$14,972 of Local Capital Funds.



MEMO

DATE: July 23, 2019
TO: Board of Trustees
FROM: Isaac Thorne, General Manager
RE: FY2019 Strategic Plan Objectives Update

YEAR TWO OBJECTIVES (not in order of importance):

- Design or adjust proposed system routes to ensure alignment with and performance toward transit objectives. (Strategic Plan Goal 1, Strategy 2, Action 1)

Staff partnered with *McLean County Regional Planning Commission* (MCRPC) on a short-range transportation plan. MCRPC presented the proposed short-range transportation plan to the Connect Transit Board in May.

This plan provided recommendations on service enhancements and partnerships that should be explored to increase ridership and data reporting.

- Explore fare restructuring (Strategic Plan Goal 1, Strategy 4, Action 3)

Staff proposed a new fare structure that includes FY2020 through FY2023. The Board approved a new fare structure.

- Build a Downtown Transfer Center (Strategic Plan Goal 2, Strategy 1, Action 1)

Connect has met with City of Bloomington staff and determined a few potential locations that can be reviewed for the study. Connect has executed the Contract for Grant Funds and is awaiting IDOT approval on pre-bid procurement documents.

Awarded \$3,000,000 for the Downtown Transfer Center in the State of Illinois Capital Program.

- Examine all existing revenue sources for stability and growth potential, and research new/alternative revenue streams for operations and capital (Strategic Plan Goal 1, Strategy 4, Action 1)



Staff submitted a Bus and Bus Facilities Discretionary Grant application for \$500,000, to improve bus stops and provide additional capital funding.

The Marketing Department generated \$97,000 in advertising revenue. This is the highest amount of advertising revenue generated since the advertising program was approved.

Staff has successfully implemented the Medicaid Program for qualifying trips. There have been delays with the Medicaid Program due to State regulations and customers being switched out of the State program and into Managed Care Organizations (MCO) but Connect generated \$17,500 of revenue in fiscal year 2019.

In May and June there was a change made to the First Transit site that caused trips to be denied. Connect is currently in the process of rebilling and recouping the revenue for as many of those trips as possible in July. Because the approval process is time sensitive, staff adjusted tracking and follow-up process on trip approval requirements. This adjustment is more proactive and will make the approval process for each trip timelier.

Quite a few of the frequent and prospective customers either had or were being switched to one of the main MCOs, called Molina. Staff started the approval process and is currently in the end stages of being able to accept Molina. Once approved Connect will start billing out trips for customers who were switched from the State to Molina.

- Heighten awareness about placement of land uses requiring high levels of service, the necessity of mobility options, and the value of sidewalks, shelters and other amenities (Goal 5, Strategy 3, Action 4)

Staff conducted an “accessibility review” to prioritize improved pedestrian connections, bus stops pads, shelters, and signage. Staff continues to meet with City and Town Engineering Departments to discuss bus stop improvements. Staff brought a *Recommendation* to the Board of Trustees for fifty-three (53) engineered site plans.

Over the last seven (7) months Connect has improved 15 bus stops. Site plans are being completed for 53 bus stops and these bus stops are to be completed in FY2020.

Staff also continues to meet with businesses, hospitals, and agencies to discuss bus stop improvements and the value of sidewalks.



- Ensure all riders are aware of the freedom and flexibility afforded by the fixed route system (Goal 2, Strategy 3, Action 4)

The Connect Transit Marketing Department has continued to record various videos highlighting different aspects of riding on Connect Transit. These cover how to use the bike rack, how to exit the bus, how to claim lost and found items and various other videos including; the incorporation of the three local university mascots from ISU, IWU and HCC. They continue to share our “Why such large buses?” video. This video featured a time-lapse of a typical day on a Connect Transit bus. Staff is also conducting frequent Facebook LIVE videos to service changes and general updates about the system. These Facebook videos will be available on select social media channels.

A formal training program for fixed routes has been developed and branded as *ConnectU*. *ConnectU* has been conducted for several groups in the community and provides the basics of riding. To date, staff has held seven (7) different *ConnectU* events and have gotten in front of at least two hundred (200) potential riders, many who had never ridden the bus before.

- Vividly portray the way transit benefits sales and commerce. Transports our workforces, facilitates individual’s livelihoods and can diversify the region’s employer/employee base (Goal 5, Strategy 2, Action 2)

Staff has discussed the economic impact study with *Illinois State University Stevenson Center*. The economic impact study would focus on the following:

- Travel Time/Cost Impacts: Both Connect Transit riders and car travelers save time and cost because of the existence of transit services
- Access Impacts: Worker’s income and business productivity are increased by the expanded job market access and business clusters that public transit enables
- Spending Impacts: Transit capital investment and operations spending stimulates the economy
- Other Economic Impacts: Transit service can affect property values

I have been in contact with the *Illinois State University Stevenson Center* and am currently waiting for a contract for the Economic Impact Study.