



AGENDA

Meeting of the Connect Transit Board of Trustees

September 27, 2016

4:30 P.M.

Board Room

Connect Transit Operations Facility
351 Wylie Drive, Normal, IL 61761

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
 - 1. Approval of Minutes of Previous Meeting of August 24, 2016
 - 2. Disbursements for Month of August, 2016
 - 3. Financial Report for Month of August, 2016
 - 4. Capital and Self Insurance Reserve Fund Balances for month of August, 2016
 - 5. Monthly Statistical Report for month of August, 2016
- E. Old Business
- F. New Business
 - 1. Illinois Downstate Operating Assistance Grant Agreement
 - 2. Recommendation for Purchase of Bus Operator and Dispatcher Uniforms
 - 3. Recommendation for Purchase of Propane Fuel
 - 4. Recommendation for Purchase of Oils and Lubricants
- G. General Manager's Report
- H. Trustee's Comments
- I. Executive Session – ILCS 120/2(c)(1) – Personnel Matters
- J. Adjournment



August 2016

Financial and Statistical Reports



**Connect Transit
Cash Disbursement Report
August 2016**

Name	Check Number	Date	Amount	Description
1st Ayd Corporation	00036932	19-Aug-16	\$270.68	Maintenance Supplies
A.T.U. - C.O.P.E.	00036855	05-Aug-16	\$156.99	Payroll Deduction
A-1 Haney Plumbing	00036972	26-Aug-16	\$85.00	Plumbing
Advance Auto Parts	00036897	11-Aug-16	\$247.95	Bus Parts
Advance Auto Parts	00036973	26-Aug-16	\$583.70	Bus Parts
Advocate Occupational Health	00036933	19-Aug-16	\$120.00	Drug Testing
Airgas USA, LLC	00036934	19-Aug-16	\$435.58	Welding Supplies
Airgas USA, LLC	00036974	26-Aug-16	\$149.25	Welding Supplies
Amalgamated Transit Union Local 752	00036856	05-Aug-16	\$5,978.86	Payroll Deduction
Amalgamated Transit Union Local 752	00036935	19-Aug-16	\$300.00	Payroll Deduction
American Solutions for Business	00036975	26-Aug-16	\$252.00	Office Supplies
Ancel, Glink, Diamond, Bush, DiCianni &	00036976	26-Aug-16	\$200.00	Legal Service
Andrew Johnson	00036857	05-Aug-16	\$500.00	Car Allowance
Andrew Schmitgall	00036898	11-Aug-16	\$334.00	Tool Reimbursement
Assurance Agency, Ltd.	00036899	11-Aug-16	\$61,042.00	W/C and Commercial Insurance
Barker Motor Co.	00036900	11-Aug-16	\$1,928.20	Bus parts
Barker Motor Co.	00036977	26-Aug-16	\$231.84	Bus Parts
BlueLine Rental	00036858	05-Aug-16	\$637.50	Machine Rental
Brian A Finch, Inc	00036859	05-Aug-16	\$2,500.00	Appraisal Services
Brink's Incorporated	00036936	19-Aug-16	\$167.45	Consulting
B-Sharp Entertainment	00036896	05-Aug-16	\$175.00	Employee Recognition
Cassie Mosier	00036978	26-Aug-16	\$35.10	Reimbursement
Central Illinois Trucks Inc.	00036860	05-Aug-16	\$1,489.00	Bus Parts
Central Illinois Trucks Inc.	00036937	19-Aug-16	\$1,935.88	Bus Parts
Charles Slone	00036901	11-Aug-16	\$156.52	Tool Reimbursement
CIRBN, LLC	00036938	19-Aug-16	\$347.84	Internet
City of Bloomington	00036861	05-Aug-16	\$806.29	Utilities
City of Bloomington	00036939	19-Aug-16	\$110.24	Utilities
Clark Baird Smith, LLP	00036940	19-Aug-16	\$157.50	Legal Service
Comcast Cable	00036979	26-Aug-16	\$409.85	Internet
Commerce Bank HSA	00036931	12-Aug-16	\$3,768.00	HSA Contributions
Commerce Bank HSA	00036941	19-Aug-16	\$638.00	HSA Contributions
Community Transportation Association	00036902	11-Aug-16	\$100.00	Travel & Meetings
Corn Belt Energy Corp.	00036942	19-Aug-16	\$4,320.07	Utilities
Cummins Crosspoint	00036862	05-Aug-16	\$7,565.22	Bus Parts
Cummins Crosspoint	00036903	11-Aug-16	\$6,409.28	Bus Parts
Cummins Crosspoint	00036943	19-Aug-16	\$4,058.04	Bus Parts
Cummins Crosspoint	00036980	26-Aug-16	\$1,713.68	Bus Parts
David Eckardt	00036981	26-Aug-16	\$159.99	Uniform Reimbursement
Devon Lashbrook	00036944	19-Aug-16	\$475.00	Tool Reimbursement
Dish Network	00036982	26-Aug-16	\$160.38	Television Service
Don Owen Tire Service, Inc.	00036904	11-Aug-16	\$115.00	Bus Parts
Don Owen Tire Service, Inc.	00036983	26-Aug-16	\$460.00	Bus Parts
DOS Bone Student Center	00036863	05-Aug-16	\$700.00	Advertising- Promotions
Engraving Express	00036864	05-Aug-16	\$189.50	Printed Materials
Evergreen FS	00036865	05-Aug-16	\$13,843.47	Fuel
Evergreen FS	00036905	11-Aug-16	\$11,556.55	Fuel
Evergreen FS	00036945	19-Aug-16	\$11,625.14	Fuel
Fastenal Company	00036866	05-Aug-16	\$2.96	Bus Parts
Fastenal Company	00036946	19-Aug-16	\$400.92	Bus Parts



Connect Transit Cash Disbursement Report August 2016

Name	Check Number	Date	Amount	Description
Fasteners Etc.	00036867	05-Aug-16	\$116.32	Maintenance Supplies
Fasteners Etc.	00036906	11-Aug-16	\$61.75	Maintenance Supplies
Fasteners Etc.	00036947	19-Aug-16	\$71.90	Maintenance Supplies
Fasteners Etc.	00036984	26-Aug-16	\$14.92	Maintenance Supplies
Fleet-Net Corporation	00036907	11-Aug-16	\$1,405.00	Software & Tech Support
Fleet-Net Corporation	00036985	26-Aug-16	\$306.25	Software & Tech Support
Frontier	00036948	19-Aug-16	\$985.50	Telephone
Frontier	00036986	26-Aug-16	\$41.17	Telephone
Gateway Industrial Power, Inc.	00036868	05-Aug-16	\$285.96	Bus Parts
Genfare	00036987	26-Aug-16	\$52,680.00	Fareboxes
Gillig LLC	00036869	05-Aug-16	\$259.30	Bus Parts
Gillig LLC	00036908	11-Aug-16	\$931.62	Bus Parts
Gillig LLC	00036949	19-Aug-16	\$1,652.44	Bus Parts
Gillig LLC	00036988	26-Aug-16	\$4,030.32	Bus Parts
Great Plains Media	00036950	19-Aug-16	\$1,400.00	Radio Advertising
Health Alliance Medical Plans	00036951	19-Aug-16	\$230,344.00	Insurance
Heller Ford	00036989	26-Aug-16	\$10,146.51	Bus Parts
Henson Disposal	00036870	05-Aug-16	\$202.50	Garage Overhead
Heritage Machine & Welding, Inc.	00036871	05-Aug-16	\$22.50	Bus Parts
Heritage Machine & Welding, Inc.	00036990	26-Aug-16	\$564.97	Bus Parts
ICMA- 457 Retirement Trust	ACH	04-Aug-16	\$22,405.28	Payroll Deduction
ICMA- 457 Retirement Trust	ACH	18-Aug-16	\$23,294.77	Payroll Deduction
Idaho Child Support Receipting	00036872	05-Aug-16	\$95.00	Payroll Deduction
Idaho Child Support Receipting	00036952	19-Aug-16	\$95.00	Payroll Deduction
Illinois Department of Revenue	00036873	05-Aug-16	\$8,258.28	Payroll Deduction
Illinois Department of Revenue	00036953	19-Aug-16	\$8,476.20	Payroll Deduction
Illinois State Disbursement Unit	00036874	05-Aug-16	\$1,425.21	Payroll Deduction
Illinois State Disbursement Unit	00036954	19-Aug-16	\$1,425.21	Payroll Deduction
Illinois State University	00036909	11-Aug-16	\$750.00	Event
Interstate PowerSystems	00036910	11-Aug-16	\$978.30	Bus Parts
IWIN	00036875	05-Aug-16	\$1,064.00	Employee Physicals
IWIN	00036911	11-Aug-16	\$188.00	Employee Physicals
IWIN	00036991	26-Aug-16	\$204.00	Employee Physicals
Jason Garmon	00036912	11-Aug-16	\$475.00	Tool Reimbursement
John Born	00036876	05-Aug-16	\$119.60	Uniform Reimbursement
Judd Fink	00036955	19-Aug-16	\$475.00	Tool Reimbursement
Kreiling Roofing Co	00036956	19-Aug-16	\$1,223.00	Building Maintenance
Lee Enterprises - Central Illinois	00036957	19-Aug-16	\$3,563.00	COA Marketing
LifeCIL	00036913	11-Aug-16	\$6,874.42	Consulting Fees
LIFTOFF	00036958	19-Aug-16	\$1,884.60	Software Licensing
Maas Radiator Shop Inc.	00036914	11-Aug-16	\$1,676.00	Bus Parts
Marlin Environmental	00036915	11-Aug-16	\$50,455.56	Reimbursement from State of IL
Martin One Source	00036916	11-Aug-16	\$217.00	Printed Materials
Matco Tools	00036959	19-Aug-16	\$650.88	Shop Tools
McLean County Chamber of Commerce	00036992	26-Aug-16	\$400.00	Travel & Meetings
Michelin North America, Inc	00036877	05-Aug-16	\$6,464.16	Tires
Midwest Transit Equipment, Inc.	00036960	19-Aug-16	\$455.84	Bus Parts
Miller Janitor Supply	00036878	05-Aug-16	\$37.50	Maintenance Supplies
Miller Janitor Supply	00036917	11-Aug-16	\$1,470.88	Maintenance Supplies
Miller Janitor Supply	00036961	19-Aug-16	\$277.44	Maintenance Supplies



Connect Transit Cash Disbursement Report August 2016

Name	Check Number	Date	Amount	Description
Morris Avenue Garage	00036880	05-Aug-16	\$350.00	Vehicle Inspection & Registration
Morris Avenue Garage	00036962	19-Aug-16	\$125.00	Vehicle Inspection & Registration
Motion Industries, Inc.	00036881	05-Aug-16	\$103.72	Bus Parts
Motion Industries, Inc.	00036963	19-Aug-16	\$42.14	Bus Parts
Mutual of Omaha	00036882	05-Aug-16	\$12,269.17	Life, AD&D ,STD & LTD
Napa Auto Parts	00036883	05-Aug-16	\$525.12	Bus Parts
Napa Auto Parts	00036918	11-Aug-16	\$391.15	Bus Parts
Napa Auto Parts	00036964	19-Aug-16	\$210.48	Bus Parts
Napa Auto Parts	00036993	26-Aug-16	\$283.90	Bus Parts
Nelson Nygaard	00036919	11-Aug-16	\$150.00	Consulting Fees
Nelsons Catering	00036920	11-Aug-16	\$802.72	Company Picnic
New Flyer Industries Canada UIC	00036884	05-Aug-16	\$507.33	Bus Parts
New Flyer Industries Canada UIC	00037002	29-Aug-16	\$3,106,282.34	New Buses
Oberlander Alarm Systems, Inc.	00036994	26-Aug-16	\$207.00	Security Alarm Service Fee
Oklahoma Centralized Support Registry	00036885	05-Aug-16	\$23.07	Payroll Deduction
Orkin Pest Control	00036886	05-Aug-16	\$547.04	Pest Control
Pantagraph	00036922	11-Aug-16	\$203.00	Dues & Subscriptions
Pat Boylan	00036995	26-Aug-16	\$9.78	Uniform Reimbursement
Payroll	ACH	04-Aug-16	\$168,272.63	
Payroll	ACH	18-Aug-16	\$177,594.14	
Piercy Auto Body	00036965	19-Aug-16	\$3,576.00	Outside Repair
Premier Print Group	00036923	11-Aug-16	\$6,644.00	Printing
Ricoh	00036966	19-Aug-16	\$393.60	Copier
Ricoh	00036996	26-Aug-16	\$501.00	Copier
Ricoh USA, INC	00036887	05-Aug-16	\$424.36	Copier
Rilco, Inc.	00036997	26-Aug-16	\$2,601.00	Oil, Anitfreeze
Safetylane Equipment Corp.	00036924	11-Aug-16	\$880.38	Bus Parts
Sam Leman	00036888	05-Aug-16	\$219.15	Outside Repair
Secretary of State	00036854	03-Aug-16	\$721.00	Vehicle Inspection & Registration
Southtown Wrecker Service, Inc.,	00036967	19-Aug-16	\$395.00	Towing
Staples	00036925	11-Aug-16	\$252.16	Office Supplies
Steve Stockton	00036926	11-Aug-16	\$27.12	Employee Reimbursement
STL	00036968	19-Aug-16	\$425.00	Software Licensing
T & S Supply	00036927	11-Aug-16	\$457.31	Maintenance Equipment
TeVoert Auto Electric, Inc.	00036928	11-Aug-16	\$195.04	Bus Parts
TeVoert Auto Electric, Inc.	00036998	26-Aug-16	\$43.25	Bus Parts
The Copy Shop	00036889	05-Aug-16	\$84.00	Printing
The Event Experience Company	00036890	05-Aug-16	\$481.80	Rental
Theresa Putt	00036999	26-Aug-16	\$39.96	Travel & Meetings
Thermo King Quad Cities, Inc.	00036891	05-Aug-16	\$505.83	Bus Parts
Town of Normal	00036892	05-Aug-16	\$763.60	Water
Turn-Key Environmental	00036969	19-Aug-16	\$40.00	Garage Maintenance & Equipment
UniFirst Corporation	00036893	05-Aug-16	\$131.93	Cleaning Uniforms & Rugs
UniFirst Corporation	00036929	11-Aug-16	\$361.48	Cleaning Uniforms & Rugs
UniFirst Corporation	00036970	19-Aug-16	\$138.74	Cleaning Uniforms & Rugs
UniFirst Corporation	00037000	26-Aug-16	\$138.37	Cleaning Uniforms & Rugs
United States Treasury	ACH	10-Aug-16	\$62,883.82	Federal Tax Payment
United States Treasury	ACH	24-Aug-16	\$64,722.06	Federal Tax Payment
Verizon Wireless	00036894	05-Aug-16	\$619.84	Mobile Data Terminals for SS
Visa - Commerce Bank	00036895	05-Aug-16	\$149.50	Legal
Visa - Commerce Bank	00036895	05-Aug-16	\$3,633.87	Advertising- Promotions



Connect Transit
Cash Disbursement Report
August 2016

Name	Check Number	Date	Amount	Description
Visa - Commerce Bank	00036895	05-Aug-16	\$390.41	Advertising-Employment
Visa - Commerce Bank	00036895	05-Aug-16	\$19.95	Bus Parts
Visa - Commerce Bank	00036895	05-Aug-16	\$359.98	Office Supplies- Equipment
Visa - Commerce Bank	00036895	05-Aug-16	\$149.39	Office Supplies
Visa - Commerce Bank	00036895	05-Aug-16	\$799.34	Computer Software
Visa - Commerce Bank	00036895	05-Aug-16	\$23.07	Shipping/Handling
Visa - Commerce Bank	00036895	05-Aug-16	\$5,290.81	Travel & Meetings
Visa - Commerce Bank	00036895	05-Aug-16	\$279.98	Employee Regognition
Visa - Commerce Bank	00036895	05-Aug-16	\$112.98	Safety/Training
WGLT	00036971	19-Aug-16	\$450.00	Radio Advertising
Winkle Environmental Service	00037001	26-Aug-16	\$266.25	Solvent Tank
Total			<u>\$4,230,399.54</u>	

Connect Transit
Local Capital and Self-Insurance Fund Balance
August 2016

<u>Local Capital</u>	<u>Commerce Bank - Cash Balance</u>	
08/01/216	Beginning Balance	\$ 3,026,063.77
08/19/16	Deposit- Town of Normal	\$ 34,285.83
08/31/16	Additions - Interest Income	\$ 385.69
08/31/16	Ending Balance	<u>\$ 3,060,735.29</u>
Total Reserve Capital Account		<u><u>\$ 3,060,735.29</u></u>

Breakdown of Local Funding in Local Capital #2 (Earmarked Funds):

	<u>FY16 Received</u>	<u>FY16 Receivable</u>
	<u>8/31/2016</u>	<u>8/31/2016</u>
Bloomington	\$ 48,170.83	\$ 47,420.83
Normal	\$ 71,782.91	
Total YTD	<u>\$ 119,953.74</u>	<u>\$ 47,420.83</u>

<u>Local Capital Reserve Fund Balance - Account Value</u>		
08/31/16	Cash Balance	\$ 3,060,735.29
08/31/16	Loans to Operating	\$ 2,980,249.22
08/31/16	Reserve fund for underground storage tank (Cap. I)	\$ (40,000.00)
08/31/16	Ending Balance	<u>\$ 6,000,984.51</u>

ITEM D5

MONTHLY STATISTICAL REPORT FOR MONTH OF AUGUST, 2016

WILL BE RELEASED VIA ADDENDUM



MEMO

DATE: September 27, 2016
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 2017 be approved, the necessary documents executed, and the Resolution adopted.

BACKGROUND: The Illinois Downstate Operating Assistance Grant agreement will pay for sixty-five percent of Connect Transit's eligible operating expenses up to \$10,436,100 for FY 2017.

GRANT AGREEMENT



BETWEEN

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

The Illinois Department of Transportation (Grantor), with its principal office at 2300 S. Dirksen Pkwy, Springfield, IL 62764, and Bloomington-Normal Public Transit System (Grantee), with its principal office at 351 Wylie Drive, Normal, IL 61761, 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, that 370963585 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <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"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$ 9,297,775, of which \$ 0 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 N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141.

1.4. Term. This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2017, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct 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, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

Illinois Department of Transportation

Bloomington Normal Public Transit System

By: _____

By: _____

Signature of [Head of Grantor]

Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: Randall S. Blankenhorn

Printed Name: _____

Printed Title: Secretary

Printed Title: _____

E-mail: _____

Designee

By: _____

Signature of Designee

Date: _____

Printed Name: Beth McCluskey

Printed Title: Director, Office of Intermodal

Project Implementation

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing 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 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 if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. 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 7000.20.

"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 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated 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 7000.20.

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

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"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 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"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 7000.20.

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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the 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.

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.

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 become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(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). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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; *See also* 30 ILCS 705/10.

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** or **PART THREE**. 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 must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

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 as an attachment. 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 H. 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 will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. 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) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(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. 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. 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 H** 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.

(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 Grants, 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 also 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 (45 CFR Part 76), 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 Grant Funds, 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 (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. 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, 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.

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 H. 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.

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.

(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. Annual Financial Reports.

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

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

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

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual 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.

**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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5. 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. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI TERMINATION; SUSPENSION

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) 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. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. 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.

16.5. 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.

**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 or the state equivalent 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
REORGANIZATION AND 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 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 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. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted Exhibit G.

20.2. 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 with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). 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.

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 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 H, 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 its 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. 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.

26.14. 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.

26.15. 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.

26.16. 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.

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EXHIBIT A

PROJECT DESCRIPTION

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 grant 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

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.

Grantees 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.

Illinois Department of Transportation

Name: Karen Strell
Title: Section Chief, Transit Ops. Program Northern
Address: 69 W. Washington Chicago, IL 60602
Phone: 312-793-5230
TTY#: _____
Fax#: _____
E-mail Address: Karen.strell@illinois.gov

Bloomington Normal Public Transit System

Name: Andrew Johnson
Title: General Manager
Address: 351 Wylie Drive Normal, IL 61761
Phone: 309-828-9331
TTY #: _____
Fax #: 309-828-1952
E-mail Address: ajohnson@connect-transit.com
Additional Information: _____

**(Rural Recipients Only) GRANTEE PROGRAM
COMPLIANCE OVERSIGHT MONITOR**

Name: Not Applicable
Title: Not Applicable
Address: Not Applicable
Phone: Not Applicable
TTY #: Not Applicable
Fax #: Not Applicable
E-mail Address: Not Applicable
Additional Information: Not Applicable

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 grant 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 allocation plans.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

- A. The name of the State agency;
- B. The number of the contract(s) or other agreement(s);
- C. The estimated amount of the contract(s) or other agreement(s);
- D. The term of the contract(s) or other agreement(s);
- E. The nature or purpose of the contract(s) or other agreement(s); and
- F. If applicable, a description of how contracts from other agencies are used in conjunction with Transit Operating contracts/funding.

EXHIBIT G

STATE AGENCY CONTRACTS

Below is information regarding the only agreement the Bloomington Normal Public Transit System is a party with the State of Illinois:

- A. Illinois Department of Transportation
- B. 1 agreement
- C. Estimated amount of contract: \$9,297,775
- D. Term of contract: July 1, 2016 - June 30, 2017
- E. Nature of purpose: Illinois Downstate Operating Assistance Program
- F. N/A

EXHIBIT H
SPECIFIC CONDITIONS

Funding

- Grantee shall maintain sufficient required matching funds, said funds should be held in an interest bearing Public Transit Account.

Cost Principles (2 CFR 200.400)

- Conditions:
 - Grantee shall request additional prior approvals for any costs that deviate from submitted budget before any expense is incurred, and submit monthly OP-10C reports in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of additional controls for reviewing and approval of expenditures.

Audit (2 CFR 200.500)

- Conditions:
 - The Grantor shall perform a desk review of the status of the implementation of corrective action and provide feedback on the turnaround times.
- Corrective Action:
 - Address all audit findings giving priority to significant deficiencies and material weaknesses.

Quality of management systems and ability to meet the management standards

- Conditions:
 - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of written policies to address gaps in management systems and operations including the potential for additional training specifically related to internal controls and program management.

Compliance with Real Equipment and Real Property Management Required for Program Delivery

- Conditions:
 - Grantee shall maintain asset records with regard to current status, of all transit assets, including but not limited to revenue and non-revenue vehicles, facilities and equipment. Grantee shall annually review the transit asset records of all operators to whom it leases vehicles or facilities to which the State of Illinois is a lien holder.

- Corrective Action:
 - Implementation of written policies with regard to leasing of all vehicles in addition to detailed reports on current status and major defects of vehicles.

Grantee shall:

- A. Provide proof that substantial steps are being taken to mitigate high risk factors within the 60 days of the executed grant agreement or written plan to mitigate said risk factors.
- B. Provide proof that substantial steps are being taken to mitigate medium risk factors have been taken within 90 days from the date of the executed grant agreement or written plan to mitigate said risk factors.
- C. 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.
- D. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

Failure to submit proof of mitigated risk factors, explanations, and/or estimated dates will be considered a material breach of this Agreement and shall result in the withholding of funds, the return of improper payments or Unallowable Costs, and may be the basis to recover Grant Funds. Grantee's failure to comply with the specific conditions outlined in this exhibit 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.

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:

INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, 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 Department 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 Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Grantee agrees to permit the Department 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.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

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 Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. 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.

GRANTEE'S WARRANTIES

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 Department:

- 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

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**.

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 Department 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 Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

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 Department 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

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:

DEFINITIONS

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, 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

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

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

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2017, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2017, 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 2017 does not exceed Grantee's actual operating deficit for that year.

The Grantor has approved and agrees to make a grant in the estimated amount of \$ 9,297,775, subject to the limitations set forth above, the Act and the Rules.

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 2017 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."

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

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.

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.

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 Department reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

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 Department's "Public Transportation Capital Improvement 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

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

Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor

notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

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

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.

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

Date

PART THREE ATTACHMENT 2

UNIFORM BUDGET

STATE OF ILLINOIS

UNIFORM GRANT BUDGET TEMPLATE

AGENCY: Illinois Dept. of Transportation

Organization Name: Bloomington-Normal Public Transit System

DUNS# 079158168

NOFO # N/A

CRSA Number: 494-80-1341

CSFA Description: Downstate Operating Assistance Program (DOAP)

Fiscal Year(s): 2017

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A -- STATE OF ILLINOIS FUNDS

Revenues	Year 1	Year 2	Year 3	TOTAL
(a) State of Illinois Grant Amount Requested	\$ 9,297,776	\$ -	\$ -	\$ -

BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>Uniform Guidance Federal Awards Reference 2 CFR 200</i>	OMB	Year 1	Year 2	Year 3	TOTAL
1. Personnel (Salaries & Wages)	200.430	\$ 5,117,475.63	\$ -	\$ -	\$ 5,117,476
2. Fringe Benefits	200.431	\$ 1,871,792.10	\$ -	\$ -	\$ 1,871,792
3. Travel	200.474	\$ 54,600.00	\$ -	\$ -	\$ 54,600
4. Equipment	200.439	\$ -	\$ -	\$ -	\$ -
5. Supplies	200.94	\$ 1,220,122.87	\$ -	\$ -	\$ 1,220,123
6. Contractual Services (200.318) & Subwards (200.92)		\$ -	\$ -	\$ -	\$ -
7. Consultant (Professional Services)	200.439	\$ -	\$ -	\$ -	\$ -
8. Construction		\$ -	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities)	200.465	\$ 86,840.00	\$ -	\$ -	\$ 86,840
10. Research & Development (R&D)	200.87	\$ -	\$ -	\$ -	\$ -
11. Telecommunications		\$ -	\$ -	\$ -	\$ -
12. Training & Education	200.472	\$ -	\$ -	\$ -	\$ -
13. Direct Administrative costs	200.413	\$ -	\$ -	\$ -	\$ -
14. Miscellaneous Costs		\$ 444,778.12	\$ -	\$ -	\$ 444,778
15. A. Grant Exclusive Line Item(s) (503)		\$ 320,492.27	\$ -	\$ -	\$ 320,492
B. Grant Exclusive Line Item(s) (506)		\$ 180,050.01	\$ -	\$ -	\$ 180,050
C. Grant Exclusive Line Item(s) (507)		\$ 1,625.00	\$ -	\$ -	\$ 1,625
D. Grant Exclusive Line Item(s) (511)		\$ -	\$ -	\$ -	\$ -
E. Grant Exclusive Line Item(s) (512)		\$ -	\$ -	\$ -	\$ -
F. Grant Exclusive Line Item(s) (517)		\$ -	\$ -	\$ -	\$ -
16. Total Direct Costs (lines 1-15)	200.413	\$ 9,297,776	\$ -	\$ -	\$ 9,297,776
17. Indirect Costs* (see below)	200.414	\$ -	\$ -	\$ -	\$ -
Rate: % Base:					
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 9,297,776	\$ -	\$ -	\$ 9,297,776

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 information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for 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 total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).
NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement 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 and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.
NOTE: (Check with your 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 change the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(i) & (200.68)).
NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (b), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) - Our Organization is using a restricted indirect cost rate that _____ is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) OR: _____
 Complies with other statutory policies (please specify): _____
 The Restricted Indirect Cost Rate is _____ %

5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement Information
 If Option (1) or (2a) is selected

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
Approving Federal/State agency (please specify): _____
The Indirect Cost Rate is _____ % The Distribution Base is: _____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET-TEMPLATE	AGENCY: Illinois Dept. of Transportation
Organization Name: Bloomington-Normal Public Transit System	DUNS#: 079158168	NOFO # N/A
CFSA Number: 494-80-1141	CFSA Description: Downstate Operating Assistance Program (DOAP)	Fiscal Year(s) : 2017

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category on lines 1-17 of Section B. Please read all instructions before completing form.

SECTION B - NON STATE OF ILLINOIS FUNDS

Program Revenues	Year 1				Year 2				Year 3				TOTAL			
Grantee Match Requirement (Agency to populate)	35.00%															
(b) -Cash	\$				\$				\$				\$			\$
(c) -Non-cash	\$				\$				\$				\$			\$
(d) Other Funding & Contributions	\$				\$				\$				\$			\$
NON-STATE FUNDS Total	\$				\$				\$				\$			\$

BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS

OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Year 1				Year 2				Year 3				TOTAL			
1. Personnel (Salaries & Wages)	200,430	\$			2,755,563.37	\$							\$			2,755,563
2. Fringe Benefits	200,431	\$			1,007,887.90	\$							\$			1,007,888
3. Travel	200,474	\$			29,400.00	\$							\$			29,400
4. Equipment	200,439	\$			-	\$							\$			-
5. Supplies	200,94	\$			656,989.13	\$							\$			656,989
6. Contractual Services (200.3.18) & Subawards (200.92)		\$			-	\$							\$			-
7. Consultant (Professional Services)	200,459	\$			-	\$							\$			-
8. Construction		\$			-	\$							\$			-
9. Occupancy (Rent & Utilities)	200,465	\$			46,760.00	\$							\$			46,760
10. Research & Development (R&D)	200,87	\$			-	\$							\$			-
11. Telecommunications		\$			-	\$							\$			-
12. Training & Education	200,472	\$			-	\$							\$			-
13. Direct Administrative costs	200,413	\$			-	\$							\$			-
14. Miscellaneous Costs		\$			239,495.88	\$							\$			239,496
15. A. Grant Exclusive Line Item(s)		\$			172,572.73	\$							\$			172,573
B. Grant Exclusive Line Item(s)		\$			96,949.99	\$							\$			96,950
C. Grant Exclusive Line Item(s)		\$			875.00	\$							\$			875
D. Grant Exclusive Line Item(s)		\$			-	\$							\$			-
E. Grant Exclusive Line Item(s)		\$			-	\$							\$			-
F. Grant Exclusive Line Item(s)		\$			-	\$							\$			-
16. Total Direct Costs (lines 1-15)	200,413	\$			5,006,494.00	\$							\$			5,006,494
17. Indirect Costs	200,414	\$			-	\$							\$			-
Rate: _____ % Base:																
18. Total Costs NON-STATE FUNDS (lines 16 and 17)		\$			5,006,494.00	\$							\$			5,006,494.00

CERTIFICATION		STATE OF ILLINOIS	
Organization Name: Bloomington-Normal Public Transit System	CSFA Description: Downstate Operating Assistance Program (DOAP)	UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Illinois Department of Transportation
CSFA Number: 494-80-1141	DUNS#: 079158168		NOFO #: N/A
			Fiscal Year(s): 2017

(2 CFR 200.415)

"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)."

 Grantee Authorized Representative

 Institution/Organization

 Signature

 Signature

 Name of Official

 Name of Official

 Title

 Chief Financial Officer (or equivalent)

 Date of Execution

 Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

FFATA Data Collection Form (if needed by agency)

Under FFATA, all subscribers who receive \$25,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable			
Subscriber DUNS: 079158168			
Subscriber Parent Company DUNS: N/A			
Subscriber Name: Bloomington-Normal Public Transit System			
Subscriber DBA Name: N/A			
Subscriber Address: 351 Wylie Drive.			
City: Normal	State: IL	Zip: 61761	Congressional District: 13, 18
Subscriber Principal Place of Performance: 351 Wylie Drive.			
City: Normal	State: IL	Zip: 61761	Congressional District: 13, 18
Contract Number (if known): 4721	Award Amount: \$9,291,775	Project Period: SFY17	From: 07/01/2016 To: 06/30/2017
State of Illinois Awarding Agency and Project Detail Description: Department of Transportation / Transit Downstate Operating Assistance Program			
Under certain circumstances, subscriber must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:			
<p>Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all 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?</p> <p>Yes <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> If yes, must answer Q2 below</p> <p>No <input type="checkbox"/> If no, you are not required to provide data.</p>			
<p>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)?</p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.</p>			
Please provide names and total compensation of the top five officials:			
Name: N/A	Amount: N/A		
Name: N/A	Amount: N/A		
Name: N/A	Amount: N/A		
Name: N/A	Amount: N/A		
Name: N/A	Amount: N/A		

Section C - Budget Worksheet & Narrative

1) Personnel Salaries & 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	Computation			Cost		
		Salary or Wage (Year/HR)	Basis (Yr/Mo/HR)	% of Time			
TBA	Operators Salaries and Wages	Wage	Hr.	100%	Year	\$	3,182,819
TBA	Other Salaries and Wages	Wage	Hr.	100%	Year	\$	1,934,656
TBA							
State Total					\$		5,117,476
NON-State Total					\$		2,755,563

Personnel Narrative (State):

Operators' Salaries and Wages: The documented labor of employees of the transit system who are classified as revenue vehicle operators or crew workers.
 Other Salaries and Wages will consist of all some of the following:
 Training Salaries and Wages: The documented labor of employees of the transit system who are on temporary probation status while undergoing training for an administrative, operating, or maintenance position with the transit system
 Dispatchers' Salaries and Wages: The documented labor of employees of the transit system who are classified as vehicle dispatchers.
 Administrative Salaries and Wages: The documented labor of employees of the transit system who are classified as administrative (e.g. managers, bookkeeper).

State Total \$ 5,117,476

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

NON-State Total \$ 2,755,563
 Total Personnel \$ 7,873,039

Section C - Budget Worksheet & Narrative

Name	Position	Computation		Cost
		Base	Rate	
FICA or Railroad Retirement	All		\$	389,995
Pension Plans (including long term disability insurance)	All		\$	285,904
Hospital, Medical and Surgical Plans	All		\$	929,500
Dental Plans	All		\$	-
Life Insurance Plans	All		\$	-
Short Term Disability	All		\$	-
Unemployment Insurance	All		\$	23,920
Workers Compensation Insurance	All		\$	214,500
Uniform and Clothing Allowance	All		\$	23,790
Other Fringe Benefits	All		\$	4,183
			\$	1,871,792
			\$	-
			\$	1,007,888
			\$	1,007,888

Fringe Benefits Narrative (State):

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

Pension Plans (including long-term disability insurance): Payments or accruals to pension funds required to be made by the employer on behalf of the employee under the terms of pension plans.

Hospital, Medical and Surgical Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under the terms of group health insurance plans.

Dental Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under the terms of group dental insurance plans.

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

Short Term Disability Insurance Plans: 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 of Federal Employee's Liability Act Contribution: 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 Work Clothing Allowances: Payments or accruals to employees 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 can include allsome of the following:

Sick Leave: Payments or accruals to employees for periods of time when absent from work due to personal or family illness.

Holiday: Payments or accruals to employees for periods of time when absent from work due to recognized holidays

Vacation: Payments or accruals to employees for periods of time when absent from work due to vacation earned and taken. Payments or accruals to employees for vacation time earned, but paid off rather than taken

Other Paid Absence: Payments or accruals to employees for periods of time when absent from -work due to military duty, jury duty, death in the family, etc.

State Total \$ 1,871,792

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

NON-State Total \$ 1,007,888

Total Fringe Benefits \$ 2,879,680

Section C - Budget Worksheet & Narrative

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	Location	Computation			Cost			
		Items	Cost Rate	Basis		Quantity	# of Trips	
Conferences and Meetings	Statewide	Mileage, lodging, per-diem, parking, etc.	n/a	n/a	n/a	1-25	\$	54,600
							\$	-
							\$	-
							\$	-
							\$	54,600
							\$	54,600

NON-State Total \$ 29,400

Travel Narrative (State):	
Travel and Meetings: Fares 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	
State Total \$ 54,600	

Travel Narrative (Non-State) i.e. "Match" or "Other Funding"	
Match Funds	
NON-State Total \$ 29,400	
Total Travel \$ 84,000	

Section C - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) - List items by type (office supplies, postage, printing 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.

Supply Items	Quantity/ Duration	Computation		Cost
		Quantity	Cost	
Fuel and Lubricants	N/A		N/A	\$ 864,677
Tires and Tubes	N/A		N/A	\$ 62,556
Inventory Purchases	N/A		N/A	\$ 276,640
Other Materials and Supplies	N/A		N/A	\$ 16,250
				\$ -
				\$ 1,220,123
				\$ -
				\$ 656,989
				\$ -
				\$ 656,989

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 tiny and tubes purchased for replacement of tires and tubes on vehicles. Cost for 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, learning supplies and eligible office materials.
 State Total \$ 1,220,123

Supplies Narrative (Non-State) i.e. "Match" or "Other Funding"
 Matching Funds
 NON-State Total \$ 656,989
 Total Supplies \$ 1,877,112

Section C - Budget Worksheet & Narrative

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.

EXAMPLES

Consult with Program Office before budgeting Construction costs.

Purpose	Description of Work	Cost
		\$ _____
		State Total \$ _____
		NON-State Total \$ _____

Construction Narrative (State):
Not Applicable to this Program.

	State Total \$ _____
--	----------------------

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

	NON-State Total \$ _____
Total Construction \$ _____	

Section C - Budget Worksheet & Narrative

9) Occupancy - Rent and Utilities (2 CFR 200.463) - 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	Computation		Length of time	Cost
			Cost	Year		
Other * See Below	n/a	n/a	n/a		Year	\$ 86,840
State Total						\$ 86,840
NON-State Total						\$ 48,760

Occupancy Narrative (Start):
Utilities Provision Power: The electrical power purchased from an outside utility company and used for propelling electrically driven vehicles.
Utilities - Other: The electrical power purchased from an outside utility company and used for all purposes, except telephone and propelling electrically driven vehicles.
 State Total \$ 86,840

Occupancy Narrative (Non-State) i.e. "Match" or "Other Funding" Matching Funds
 NON-State Total \$ 48,760
 Total Occupancy \$ 135,600

Section C - Budget Worksheet & Narrative

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. NOTE: Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
		\$ -
		\$ -
	<i>State Total</i>	\$ -
		\$ -
	<i>NON-State Total</i>	\$ -

R & D Narrative (State): Not Applicable to this Program.	<div style="text-align: right; margin-top: 10px;"><i>State Total</i> \$ -</div>
------------------------------------------------------------------------	---------------------------------------------------------------------------------

R & D Narrative (Non-State) i.e. "Match" or "Other Funding" Matching Funds	<div style="text-align: right; margin-top: 10px;"><i>NON-State Total</i> \$ -</div>
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Total R & D \$ -

Section C - Budget Worksheet & Narrative

11) Telecommunications -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Computation			Length of time Year	Cost
		Basis	Cost			
Telephone and Data Services	n/a	n/a	n/a		\$	-
					\$	-
					\$	-
<i>State Total</i>					\$	-
					\$	-
<i>NON-State Total</i>					\$	-

Telecommunications Narrative (State):
 Telephone service purchased from the telephone company, including long distance and leased lines. Does not include yellow pages advertising.
 State Total \$ -

Telecommunications Narrative (Non-State) i.e. "Match" or "Other Funding"
 Matching Funds
 NON-State Total \$ -
 Total Telecommunications \$ -

Section C - Budget Worksheet & Narrative

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 (eg. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of time	
Dues and Subscriptions	n/a	n/a	n/a	n/a	\$ 27,153
Bridge/Tunnel and Highway Tolls	n/a	n/a	n/a	n/a	\$ -
Advertising / Promotional Media	n/a	n/a	n/a	n/a	\$ 89,375
Bad Debt Expense	n/a	n/a	n/a	n/a	\$ -
Other Miscellaneous	n/a	n/a	n/a	n/a	\$ 328,250
State Total					\$ 444,778
NON-State Total					\$ 239,496

Other Costs Narrative (State):
Dues and Subscriptions: Fees for membership in industry organizations subscriptions to eligible periodical publications
Bridge, Tunnel and Highway Tolls: Payments made to authorities and other organizations for the use of bridges, tunnels
 highways and other similar facilities
Advertising/Promotion Media: Advertising media fees and expenses, regardless of whether they are paid to an advertising agency or direct to the media. The labor and materials provided by an advertising agency in the development and production of advertising campaigns is included
Other Miscellaneous - Miscellaneous expenses not elsewhere classified

State Total \$ 444,778

Other Cost Narrative (Non-State) i.e. "Match" or "Other Funding"
Marching Funds

NON-State Total \$ 239,496

Total Other Costs \$ 684,274

Premiums for Public Liability and Property Damage Insurance: Premiums applicable to an accounting period to insure the transit system against loss from liability for its acts which cause damage to the person or property of others.

Payouts for Uninsured Public Liability and Property Damage Settlements: Payments or accruals of actual liability to others arising from culpable acts of the transit system and which are not covered by public liability insurance.

Provisions for Uninsured Public Liability and Property Damage Settlements: Periodic estimates of liability to others arising from culpable acts of the transit system that relate to the current or a prior reporting period and which are not covered by public liability insurance. This object class also includes lump sum payments not covered by public liability insurance

Recoveries of Public Liability and Property Damage Settlements: Payments or accruals of actual liability to others arising from culpable acts of the transit system and which are covered by public liability insurance.

Premiums for Other Corporate Insurance: Premiums applicable to an accounting period to insure the transit system from losses other than through damage to its property or liability for its culpable acts, e.g., fidelity bonds, business records insurance, etc.

Taxes, Which can include all/some of the following:

Federal Income Tax: The tax levied by the federal government against the transit system based on the net income of the transit system.

State Income Tax: The tax levied by the state government against the transit system based on the net income of the transit system.

Property Tax: The tax levied by the state and/or local government against the transit system based on a valuation of the property owned by the transit system.

Vehicle Licensing and Registration Fees: The fees assessed by federal, state and local governments for granting authority to operate a motor vehicle.

Fuel and Lubricant Taxes: Sales and excise taxes incurred on purchase of fuel and lubricants.

Electric Power Taxes: Utility taxes incurred on purchases of electric power used for propelling electrically driven vehicles.

Interest on Long Term Debt Obligations: Charges for the use of borrowed capital on a long-term basis (the liability for which is usually represented by debt instruments) employed in the operation of the transit system. Interest charges pertaining to construction debt which are capitalized will not be reflected as interest expense. This is an obligation that lasts longer than one year.

Interest on Short Term Debt Obligations – Allowable: Charges for the use of borrowed capital on a short-term basis used in the operation of the transit system. This is an obligation that is for less than one year and is federally allowable.

Debt Service for Equipment/Facilities: Payments made, including principal and interest, on publicly owned equipment or facilities.

Leases and Rentals Include all/some of the following:

Transit Way and Transit Way Structures and Equipment: Leases and rentals of the physical facilities of the types listed below that are located along the routes where transit services are offered: land, roadway structures, (i.e. tunnels, bridges, elevated structures) and guideways (track and roadbed)

Passenger Stations: Leases and rentals of the physical facilities of the types listed below that are used for passenger stations and terminals.

Passenger Parking Facilities: Leases and rentals of the physical facilities of the types listed below that are used to provide parking space for the automobiles of transit patrons.

Passenger Revenue Vehicles: Leases and rentals of rolling stock used exclusively or predominantly for providing passenger transit services.

Operating Yards or Stations: Leases and rentals of the physical facilities of the below listed types that are used for storing revenue vehicles and for dispatching trains/runs for revenue service

Maintenance Facilities: Leases and rentals of the physical facilities of the below listed types that are used as maintenance facilities for revenue vehicles

Data Processing Facilities: Leases and rentals of the physical facilities of the types listed below that are used for performing data processing services

Revenue Collection and Processing Facilities: Leases and rentals of the physical facilities of the types listed below that are used for collecting, counting, storing and transporting revenue collections

Other General Administration Facilities: Leases and rentals of the physical facilities of the types listed below that are used for performing the general administrative functions of the transit system

SubTotal 5

502,157

NON-State Total 5

270,398

GRANT EXCLUSIVE LINE ITEM Narrative (Non-State), i.e. "Match" or "Other Funding"

Total GRANT EXCLUSIVE LINE ITEM 5

772,565

Section C - Budget Worksheet & Narrative

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	State	NON-State	Total
1. Personnel	\$ 5,117,476	\$ 2,755,563	\$ 7,873,039
2. Fringe Benefits	\$ 1,871,792	\$ 1,007,888	\$ 2,879,680
3. Travel	\$ 54,600	\$ 29,400	\$ 84,000
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 1,220,123	\$ 656,989	\$ 1,877,112
6. Contractual Services	\$ -	\$ -	\$ -
7. Consultant (Professional Services)	\$ -	\$ -	\$ -
8. Construction	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities)	\$ 86,840	\$ 46,760	\$ 133,600
10. Research & Development (R&D)	\$ -	\$ -	\$ -
11. Telecommunications	\$ -	\$ -	\$ -
12. Training & Education	\$ -	\$ -	\$ -
13. Direct Administrative Costs	\$ -	\$ -	\$ -
14. Other or Misc. Costs	\$ 444,778	\$ 239,496	\$ 684,274
15. GRANT EXCLUSIVE LINE ITEM	\$ 502,167	\$ 270,398	\$ 772,565
16. Indirect Costs	\$ -	\$ -	\$ -
<i>State Request</i>	\$ 9,297,776	\$ 5,006,494	\$ 14,304,270
<i>Non-State Amount</i>	\$ -	\$ 5,006,494	\$ 5,006,494
TOTAL PROJECT COSTS	\$ 9,297,776	\$ 5,006,494	\$ 14,304,270

Agency Approval		STATE OF ILLINOIS		AGENCY: Illinois Department of Transportation	
UNIFORM GRANT BUDGET TEMPLATE		NOFO # N/A			
Organization Name: Bloomington-Normal Public Transit System		CSFA Description: Downstate Operating Assistance Program (DOAP)			
CSFA Number: 494-80-1141		DUNNS# 8257/65808		Fiscal Year(s) : 2017	

Final Budget Amount Approved

Program Approval Signature

Date

Fiscal & Administrative Approval

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval

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.

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. 4721 , Grant No. OP-17-07-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: _____

Steve Mahrt
Attorney 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 BOARD OF TRUSTEES 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 2017 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 2017.

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 2017.

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 _____, 20____

(Signature of Authorized Official)

(Attest)

(Title)

(Date)



MEMO

DATE: September 27, 2016

TO: Board of Trustees

FROM: Jerry King, Procurement Manager

SUBJECT: Recommendation for Purchase of Bus Operator and Dispatcher Uniforms, RFP 16-04

RECOMMENDATION: That a five (5) year agreement with Minerva Promotions to provide uniforms for Bus Operators and Dispatchers under the Request for Proposal 16-04 be approved. The estimated annual cost is \$12,500 per year and a total of \$62,500 for the five (5) year agreement.

BACKGROUND: Connect Transit is contractually obligated to provide uniforms to Bus Operators and Dispatchers per the Collective Bargaining agreement. Minerva Promotions has been providing this service for the last four (4) years. A Request for Proposals (RFP) was issued with Minerva Promotions being the only bidder to respond.

DISCUSSION: A comparison was made between the unit prices proposed and the current prices being paid. New unit prices are approximately 11% lower. For example,

Item	Bid Price	Current Price	Cost Saving
Men's Polo	\$21.00	\$23.50	\$2.50
Women's Polo	\$21.00	\$23.50	\$2.50
Jacket	\$31.00	\$35.00	\$4.00
Men's Cargo Pants	\$37.00	\$41.50	\$4.50
Women's Cargo Pants	\$37.00	\$41.50	\$4.50

KEY FEATURES: All of the shirts, jackets, coats, and hats will be embroidered with the Connect Transit logo. Long/short color options were added to accommodate employees. Bus Operator uniforms will be blue and green to reflect the Connect Transit color scheme. Dispatchers will have a black and white option.

FINANCIAL IMPACT: Funds to pay for this service will be made from the Operating Budget.



MEMO

DATE: September 27, 2016
TO: Board of Trustees
FROM: Jerry King, Procurement Manager
SUBJECT: Recommendation for Purchase of Propane Fuel IFB 16-08

RECOMMENDATION: That a fixed unit price contract for the Purchase of Propane Fuel FB 16-08 be awarded to Evergreen FS to provide and deliver propane fuel during a five (5) year contract term. The total for the first year is estimated to be \$14,350.36.

BACKGROUND: This is Connect Transit's first procurement of propane fuel. A contract has been awarded to Central State Bus Sales for 20 Cut-way propane buses. Receipt of these buses will be based on funding. It is projected that Connect Transit will order 20 buses over the life on the contract. The estimated amount of propane purchases for the following years will change based upon the receipt of additional propane buses. It is currently projected that 20 buses will be on hand by the fourth year of this agreement.

DISCUSSION: Connect Transit received two (2) bids from the following vendors: Ferrellgas and Evergreen FS. Listed below is the price bid by each firm.

Vendor	Unit Price
Ferrellgas	.95
Evergreen FS	.89

FINANCIAL IMPACT: Funds for this purchase will be made from Operating Funds.



MEMO

DATE: September 27, 2016
TO: Board of Trustees
FROM: Jerry King, Procurement Manager
SUBJECT: Recommendation for Purchase of Oils and Lubricants IFB 16-12

RECOMMENDATION: That a fixed unit price contract under the Purchase of Oils and Lubricants IFB 16-12 be awarded to Ken’s Oil Service Inc. to provide and deliver miscellaneous oils and lubricants during the five (5) year contract term. The total for the first year will be \$54,160.08 for a total of \$270,800.40 over the five years.

BACKGROUND: Over the last five (5) years, Connect Transit has purchase Oils and Lubricants from RILCO Lubricants & Services. That agreement will expire at the end of October 2016.

DISCUSSION: Connect received three (3) proposals from the following vendors: Heritage Petroleum, Ken’s Oil Services, Inc., and RILCO Lubricants and Services. (Both Heritage and RILCO provided two (2) bids – based on type of product to be provided) Listed below is a summary of the pricing from each of the bidders. The estimate for the annual amount was \$67,202.89 based on last year usage and cost.

Vendor	Total Bid
Heritage Oil	\$61,190.95
Heritage Oi	\$65,953.10
Ken’s Oil	\$54,160.08
RILCO	\$57,505.80
RILCO	\$59,263.40

Unit prices are firm for 180 days from date of award. Prices can be increased/decreased after this time based on Transportation Index for Motor Oil, Coolant and Fluids (ID#CUUR000055447021. A cost savings of approximately \$12,000.00 per year is expected on these products.

FINANCIAL IMPACT: Funds to pay for these products will come from Operating Funds.