1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
   A. Eagle Scout - Jorge Ochoa
8. Citizens to Be Heard
9. New Business
   A. Approve Resolution to approve settlement in the amount of $13,921.74 in the lawsuit entitled Adam Baxa v. County of Kendall et al., Case No. 13 MR 70 docketed in the Circuit Court of Kendall County, Illinois
10. Old Business
11. Standing Committee Reports
    A. Planning, Building & Zoning
    B. Public Safety
    C. Administration/HR
       1. Approval of the Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement
    D. Facilities
       1. Approve Elevator contract with Advanced Elevator Company for one year with two one year optional extensions for thirteen (13) Kendall County Elevators for $1,560.00 monthly
       2. Approve Public Safety Center Elevator repair contract with Advanced Elevator for the sum of $28,877.00
       3. Approve 1 year Maintenance Agreement for leased copiers with Konica Minolta for one year for $1,943.00 monthly
    E. Economic Development
    F. Finance Committee
       1. Approve claims in an amount not to exceed $870,284.81 and Petit and Grand Juror claims in an amount not to exceed $800.00
       2. Approve claims in an amount not to exceed $197,418.62 and Petit and Grand Juror claims in an amount not to exceed $2,625.00
       3. Approve 20 additional Questica Budget Operating License Seats for Kendall County Users
       4. Approve payment of grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
       5. Approve budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
    G. Judicial/Legislative
    H. Animal Control
    I. Health & Environment
    J. Committee of the Whole
    K. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Historic Preservation
    B. UCCI
    C. Kencom Executive Board
    D. Housing Authority
13. Chairman’s Report

Appointments
Announcements
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 1, 2015 at 6:32 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE MINUTES

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/4/15 with the amendment of correcting the spelling of Member Gilmour’s name. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Prochaska moved to approve the agenda. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Todd Milliron from Yorkville spoke about the email he sent to the Administration HR Committee members, Sheriff Department’s command staff and Mr. Wilkins regarding the insurance proposal he submitted 4 years ago. Mr. Milliron thinks that the county should look at a HRA arrangement.

NEW BUSINESS

State’s Attorney, Eric Weis informed the board that the Kendall County 23rd Judicial Circuit has been awarded the adult redeploy Illinois oversight grant for the drug court program. The money will hopefully be appropriated during the 2016 fiscal year budget. The amount of the funding is $149,865.00. The open meetings act training with the Attorney General’s Office will be held on September 30, 2015 at 5:30pm in the jury assembly room at the courthouse.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Intergovernmental Agreement with the Village of Millbrook

Member Prochaska moved to refer the intergovernmental agreement between the Village of Millbrook and County of Kendall back to the PBZ Committee. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members present voting aye include Cullick, Flowers, Gryder, Koukol, Prochaska, Purcell, and Shaw. Member voting nay include Gilmour. Members abstaining include Davidson and Wehrli. Motion carried.

Member Gryder stated that they are ready to make an offer to an individual for the Senior Planner position.

Public Safety

Member Prochaska congratulated the Kendall County Sheriff’s office for winning the 2014-2015 traffic safety challenge; the prize for winning is a 2015 Ford sports utility vehicle. Chief Deputy Scott Koster stated that they have raised about $9,500 for Special Olympics. They have completed training and distribution of narcan which is an opioid antioverdose medication. They have received a $10,000 community grant from ComEd which is going to fund automated electronic defibrillators in the squad cars.

Administration/HR

Member Cullick stated that they discussed insurance and possibilities for cost savings.
Economic Development

Member Koukol highlighted the minutes that are in the packet – the two loans have been funded. The Oswego Economic Development Commission has started.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,398,423.75 and Petit and Grand Juror claims in an amount of $2,725.00. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT $35,512.70, B&Z $14.56, CO CLK & RCDR $130.45, ED SRV REG $1,326.69, SHRFF $13,055.62, CRRCTNS $14,807.18, EMA $92.29, CRCT CT CLK $455.85, CRCT CT JDG $3,224.84, CRNR $1,338.36, CMB CRT SRV $5,375.85, PUB DFNR $993.32, ST ATTY $2,609.53, SPRV OF ASSMNT $10,000.00, UNEMPLOY CMP $2,076.00, EMPLY HLTH INS $359,598.52, OFF OF ADMIN SRV $3,358.06, GNRL INS & BNDG $346.00, CO BRD $53.71, TECH SRV $2,428.73, CO HWY $7,961.59, TRNSPRT SALES TX $876,846.54, HLTH & HMN SRV $9,945.54, FRST PRSRV $8,757.56, ANML CNTRL EXPNS $1,667.26, RCRDR DOC STRG $74.90, HIDTA $6,791.56, CO CMSRY FND $1,256.06, CRT SEC FND $567.02, LAW LBRY $6,600.06, JUV JUST CNCL $100.65, CRNR $73.92, PRBTN SRV $3,300.00, JURY COMM $3,196.86

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that the budget hearings have started and will continue on September 11, 2015.

Judicial/Legislative

Member Prochaska stated that the minutes are in the packet.

Animal Control

Member Wehrli stated that they met on August 19th and introduced the Michael Mulvaney the new director. They plan to modify 20 kennel grates. They have adopted out two dogs that they have had for 9 months.

Health & Environment

Member Gilmour stated that they meet September 21, 2015.

STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL COMMITTEE REPORTS

Historic Preservation

Member Wehrli said that he sent an email to the Village of Millbrook about allowing the county to potentially use the right of way for a trail. There is no other funding for the bridge if it is not a part of a trail system. They would like to have permission from Planning, Building & Zoning to have a member Skype into the meetings. They have been looking at the old aerials and comparing them to the most recent looking for historically significant sites.

Kencom Executive Board

Member Gilmour announced that the Somonauk Police Department has signed an agreement to come on board in January. Little Rock-Fox EMS and the Kencom Public Safety Dispatchers were awarded the Copley Hospital cardiac run of the quarter and run of the year. Members discussed how the costs are shared when new entities are brought into Kencom.

Housing Authority

Member Prochaska stated that the next meeting is on September 25, 2015.

CHAIRMAN’S REPORT

Appointments

Gary Bennett – Rob Roy Drainage District (replacing Jim Porter, resigned) – Expires June 2018
Member Shaw moved to approve the appointment. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**CITIZENS TO BE HEARD**

Todd Milliron from Yorkville encouraged the board members that attended the RTA meeting in Oswego to share what happened in the meeting with the other members.

**QUESTIONS FROM THE PRESS**

Jim Wyman from the WSPY asked when the Intergovernmental Agreement with the Village of Millbrook will expire.

**ADJOURNMENT**

Member Flowers moved to adjourn the County Board Meeting until the next scheduled meeting. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 4th day of August, 2015.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
WHEREAS, the County of Kendall, Illinois is a duly organized unit of local government existing within the State of Illinois;

WHEREAS, the Kendall County Board, being duly advised and after due consideration, and upon the advice and recommendation of counsel and its insurer hereby resolve as follows:

IT IS HEREBY RESOLVED that the settlement recommended by counsel and the County's insurer in the sum of thirteen thousand nine hundred twenty one dollars and seventy four cents ($13,921.74), regarding the lawsuit entitled Adam Baxa v. County of Kendall et al., Case No. 13 MR 70 docketed in the Circuit Court of Kendall County, Illinois is approved. BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute the Settlement Agreement in the above-referenced matter on behalf of the County of Kendall, Illinois, which is attached hereto as Exhibit A.

PASSED by the Kendall County Board this 6th day of October, 2015.

Ayes
Nays
Present

John Shaw, Kendall County Board Chairman

ATTEST:
Debbie Gillette, County Clerk
SETTLEMENT AGREEMENT

ADAM BAXA V. KENDALL COUNTY, ET AL.

This Settlement Agreement ("Agreement") is entered into by and between Adam Baxa ("Baxa") and Shannon Baxa (his "spouse") and Kendall County and the Kendall County Sheriff (Collectively referred to as "The County"): 

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby enter into the following Agreement:

1. Settlement Amount and Payment

Adam Baxa and Shannon Baxa agree to accept as full and complete settlement from "The County", the sum of THIRTEEN THOUSAND NINE HUNDRED TWENTY ONE ($13,921.74) in exchange for a full and final dismissal with prejudice of all claims against "The County" with each side bearing their own costs and attorney’s fees, except as provided herein.

The County agrees to issue settlement payments within 30 days after execution of this Agreement and subject to the terms of the Agreement. The County’s counsel will tender the settlement payments to Adam Baxa and his counsel upon presentation of an order signed by the Court dismissing all claims in their entirety with prejudice in Case No. 13 MR 70.

The settlement payments to Adam Baxa and his attorneys will be made as follows:

a) A check made payable to Adam Baxa in the amount of $5,000.00 less any withholdings required by law which represents partial reimbursement to Adam Baxa for past health insurance premiums Adam Baxa and Shannon Baxa paid from November 2010 up to September 9, 2014 and which the parties agree does not exceed the amount paid by Adam Baxa for these past health insurance premiums.

b) A check made payable to Adam Baxa and his attorneys Morici, Figlioli & Associates in the amount of $7,171.74 which represents a compromise payment of disputed benefits under the Public Employee Disability Act; PEDA for the period of September 6, 2008 to December 26, 2008.

c) A check made payable to Morici, Figlioli & Associates in the amount of $1,750.00 which represents attorneys’ fees as further described in Paragraph 3 of the Agreement.

2. Tax Indemnification. No representation has been made by the County as to the appropriate tax treatment of any of the payments it is making to Baxa or on his behalf pursuant to the terms of the Agreement. Baxa shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest or penalties owed with respect to the payments referred to in Paragraph 1.

EXHIBIT A
3. **Attorneys' Fees & Expenses.** The parties agree that $1,750.00 of the aforesaid settlement amount represents attorneys' fees which have been incurred by Adam Baxa's attorneys' during the litigation of this matter. Upon payment of the aforesaid settlement amount ($13,921.74) the County is hereby released and discharged from any and all claims for attorneys' fees and expenses made by Adam Baxa or any attorney or law firm that represented Adam Baxa in this matter.

4. **Waiver.** Adam Baxa and Shannon Baxa acknowledge that they have received all compensation due up to the present time and that the County has discharged all obligations to Baxa under the Public Employee Disability Act; PEDA.

5. **Consideration.** Adam Baxa and Shannon Baxa acknowledge that they would not be entitled to the settlement amount provided for in Paragraph 1 above in the absence of signing this Agreement, that the aforesaid settlement amount constitutes a substantial economic benefit to Adam Baxa and Shannon Baxa, and that it constitutes good and valuable consideration for the various commitments undertaken by Adam Baxa and Shannon Baxa in this Agreement.

6. **Parties Released.** For purposes of this Agreement, the term “Releasees” means the County, and each of its past, present and future elected and appointed officials, employees, agents, representatives, attorneys and insurers in their official and individual capacities.

Adam Baxa and Shannon Baxa agree this agreement is subject to and conditioned upon the dismissal with prejudice of all the claims in Adam Baxa’s lawsuit against “The County” in the case captioned Adam Baxa v. Kendall County Sheriff’s Office, Case No. 13 MR 70 pending in the Circuit Court of Kendall County, Illinois.

7. **General Release by Plaintiff** Adam Baxa and Shannon Baxa hereby release, relinquish and give up (and agree not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions and causes of action known or unknown relating to any matter whatsoever from the beginning of time to and including the effective date of this agreement which they now may have or hold against the County and present and former employees or elected officials of the County, and attorneys and agents of the County, including but not limited to all claims in any way arising out of or relating to (i) Adam Baxa’s employment with the County, or any aspect of any such employment, (ii) any facts, matters or claims alleged or which could have been alleged in the Action, or (iii) any conduct occurring during the course of defending or in connection with the Action, or the negotiation and execution of this Agreement.

This is a full and general release with respect to the matters encompassed within the preceding paragraph which includes without limitation, a release of any right Adam Baxa or Shannon Baxa may have:

(a) under Title VII of the Civil Rights Act of 1964, as amended;
(b) under the Civil Rights Act of 1991;
(c) under the Civil Rights Act of 1866, U.S.C. § 1981;
(d) under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., or the Americans With Disabilities Act, including the Americans With Disabilities Act Amendments Act;
(c) under 42 U.S.C. §§ 1983 or 1985;
(f) under the Illinois Human Rights Act;
(g) under Executive Order 11246 or any other state, federal or local law or regulation dealing with employment discrimination or other form of discrimination, or retaliation for filing any charge or claim, complaining about any practice or conduct or participating or testifying in any investigation;
(h) under the Equal Pay Act, 29 U.S.C. § 206, et seq., the National Labor Relations Act or the Family and Medical Leave Act;
(i) under the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act of 1938, or any federal, state or local law dealing with payment of wages, minimum wage, overtime or equal pay;
(j) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or any other law regarding insurance continuation;
(k) for damages of any kind, including but not limited to, damages for personal, emotional or economic injury, damage to reputation, breach of contract, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation;
(l) for lost pay, reinstatement, front pay, liquidated damages or any other form of equitable relief;
(m) for overtime pay, vacation or sick pay, severance pay, attorneys' fees, experts' fees or costs;
(n) for personal injury, slander, libel, defamation, fraud, misrepresentation, intimidation, assault, battery, retaliation, intentional tort, economic loss, intentional or negligent infliction of emotional distress, retaliation, costs, damages, punitive damages, front pay, breach of contract, or breach of an implied contract; and
(o) for any legal violation, law or claim referred to in (or in any complaint filed in) the Action.

Adam Baxa and Shannon Baxa represent and warrant that they are the sole owner of all claims they have released in this Agreement and that they have not assigned or transferred any such claim (or any interest in any such claim) to any other person, and they will indemnify, defend and hold the County harmless for any damages, costs or expenses which it may incur if these representations and warranties are incorrect in any respect.

If Adam Baxa and Shannon Baxa take any action inconsistent with this Section 7, they shall pay all costs, expenses and attorneys' fees incurred by the County and indemnify and hold the County harmless from liability, costs or expenses related to that violation. This is in addition to, and not in lieu of, any other rights or remedies which the County may have with regard to such violation.

The County agrees not to pursue a claim against Baxa for reimbursement of Baxa's health insurance premiums, which have been paid by the County prior to the effective date of this Agreement. If the County pursues a cause of action against Baxa for reimbursement of said health insurance premiums paid by the County prior to the effective date of this Agreement, Baxa shall not be subject to indemnification to the County for attorneys' fees or costs incurred by the County for pursuing such cause of action.
8. **Exclusions From General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law including Adam Baxa’s right to file a charge with an administrative agency or participate in any agency investigation. Adam Baxa, however, waives his right to recover any money in connection with such a charge or investigation. Adam Baxa also waives his right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

9. **Covenant Not to Sue.** Adam Baxa and Shannon Baxa represent and warrant that as of the date they sign this Agreement, they have not initiated or caused to be initiated against the County any administrative claim, investigation, or proceeding of any kind.

10. **Remedies for Breach.** If Adam Baxa and Shannon Baxa, or anyone on their behalf, initiates, brings or prosecutes any suit or action against the County in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement, or if Adam Baxa and Shannon Baxa breach any of the terms of this Agreement, then (a) Adam Baxa and Shannon Baxa shall be liable for the payment of all damages, costs and expenses (including attorneys’ fees) incurred by the Releasees, in connection with such suit, action or breach and (b) the County shall no longer be obligated to make any payments not already made to Adam Baxa and Shannon Baxa prior to their breach of this Agreement. Additionally, in the event Adam Baxa and Shannon Baxa, or anyone on their behalf, files a suit or action in any court against the County, the County may require Adam Baxa and Shannon Baxa to return all monies and benefits paid to pursuant to this Agreement. Adam Baxa and Shannon Baxa also waive their right to any attorneys’ fees, compensation or other recovery whatsoever as the result of any legal action brought by them or on their behalf by any other party against the County. This Section shall not apply to future claims which are based on acts or omissions occurring after the effective date of this Agreement.

11. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the Releasees. It is agreed that evidence of this settlement shall be inadmissible in any other action of any kind, unless introduced by or with permission of the Releasees.

12. **Non-Disparagement.** Adam Baxa and Shannon Baxa agree that they will not, directly or indirectly, engage in any conduct or make any statement to any person or entity that is calculated or likely to have the effect of undermining, disparaging or otherwise reflecting poorly upon the County.

13. **Representations.** Adam Baxa and Shannon Baxa represent that they (i) have read this entire Agreement and understand its terms; (ii) have been advised in writing to consult an attorney before signing it; (iii) have been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understand the terms and effects of this Agreement; (v) fully understand their rights to discuss all aspects of this Agreement with an attorney of their choice and have availed themselves of this right; (vi) are voluntarily executing this Agreement of their own free act and deed for the purpose of inducing the payment and benefits referred to in this Agreement; and (vii) no payment or consideration has been promised to them for entering into and signing this Agreement which is not specified in this Agreement.
14. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions.

15. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Adam Baxa and Shannon Baxa and the County with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subjects. Adam Baxa and Shannon Baxa acknowledge that no promises or agreements have been made to them except those contained in this Agreement. Any and all prior settlements between the County and Adam Baxa are not affected by this Settlement Agreement including, but not limited to all prior settlements of Baxa's workers' compensation claims as filed under IWCC 09 WC 15542 which was approved by an Arbitrator on February 9, 2011.

16. **No Waiver.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Adam Baxa and Shannon Baxa and the County.

17. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Adam Baxa and Shannon Baxa and their personal and legal representatives, heirs, devisees, executors, successors and assigns, and the County and its successors and assigns.

18. **Choice of Law.** This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

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ADAM BAXA

KENDALL COUNTY SHERIFF

Date: 2015

SHANNON BAXA

KENDALL COUNTY

By: 2015

Dated: 2015

5
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:33 p.m.

ROLL CALL
Present: Lynn Cullick (arrive at 6:42 p.m.), Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli, Bob Davidson
Absent:
Also present: Jeff Wilkins: County Administrator; Mike Hoffman: Teska Consultant; John Philipchuck, Attorney for BCB Development IV, LLC

APPROVAL OF AGENDA
Judy Gilmour made a motion to approve the agenda as written, Jeff Wehrli seconded the motion. Approved 4-0.

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from August 10, 2015. Bob Davidson seconded the motion. Approved 4-0.

EXPENDITURE REPORT - None

PUBLIC COMMENT - None

PETITIONS - None

NEW BUSINESS/OLD BUSINESS

1. Authorize WBK to review Plano Stormwater Ordinance not to exceed $3000 -- Motion made by Jeff Wehrli, seconded by Davidson. Mr. Wilkins stated that this was to authorize the engineering firm WBK to review the City of Plano’s draft stormwater ordinance to ensure it is as restrictive, if not more, than the County’s and to minimize variances. Mr. Wehrli asked if this was a revision or if this was Plano’s first draft of the ordinance. Mr. Wilkins stated it was their first draft. Mr. Davidson inquired on the reason for the County spending money on the City’s review. Mr. Wilkins stated that when the County was initially drafting its stormwater ordinance it did so in conjunction with Yorkville and Oswego. Now Plano is drafting their ordinance. County review may help eliminate the cost of possible variances in the future. Ms. Gilmour asked how often such a review would take place. Mr. Wilkins stated with the initial ordinance and future revisions, if any. Chairman Gryder called for a vote. Approved 4-1; Bob Davidson voting nay.

2. Recommend approval of amended Senior Planner job description – Motion made by Jeff Wehrli, seconded by Lynn Cullick. Mr. Wilkins stated that the Senior Planner job description was reviewed and revised by the State’s Attorney’s Office to ensure the position was FLSA exempt. Ms. Gilmour asked for clarification on the exempt status if there was no supervision. Mr. Wilkins stated as the
3. Agreement for the provision of funding to complete the Tanglewood Trails Subdivision – **Lynn Cullick made the motion**, Judy Gilmour seconded. Mr. Davidson stated that although he would take part in the discussion, he would abstain from voting. Mr. Wilkins stated that he worked with the State’s Attorney’s Office to draft an agreement with BCB Development IV, LLC for them to provide $85,000 to finish public improvements. The township would then take over maintenance of the improvements. The agreement allows the County to prioritize the improvements and set the schedule. Mr. Wilkins stated Mr. Philipchuck from BCB Development IV was available to answer questions. Chairman Gryder stated that he feels this is a very good deal considering the circumstances. Mr. Wehrli asked if the PUD agreement would need to be modified. Mr. Philipchuck stated he did not believe so as the agreement covered the changes in the PUD, mainly in the form of removing the recreational path. Mr. Davidson asked if the Homeowners Association (HOA) was involved the conversation. Mr. Philipchuck stated that BCB still manages the HOA and there are only 4 homeowners currently. Chairman Gryder called for a vote. **Approved 4-0; Mr. Davidson abstaining.**

4. FY 2016 Department budget review – Mr. Wilkins stated that the FY2016 budget slightly decreased due primarily to salary reductions. All other lines were similar with some decreases. Mr. Wehrli asked about the state of plumbing inspections. Mr. Wilkins stated that line item is over this year, but the overall budget is under and the plumbing inspection line item has been increased in the FY 2016 budget.

5. Remote meeting attendance for Historic Preservation Commission members – Mr. Wehrli stated that due to health complications one member could not make meetings regularly. As the member still wants to be involved, he asked Mr. Hoffman to look for a remote attendance policy. Mr. Hoffman stated that after reviewing policies from other government entities and review from the State’s Attorney’s Office in regards to the Open Meetings Act, he had a draft policy for review. He stated that the remote member could participate in the meeting but a quorum is still required to be in the meeting room. In addition, the policy restricts digital attendance to qualifying events. Ms. Gilmour asked if the member would still be able to vote; Mr. Hoffman answered in the affirmative. Mr. Davidson expressed concern at this policy eventually being adopted by all boards and asked if there was a provision that could be placed to limit it to Historic Preservation Commission. Mr. Wilkins stated the policy as presented only applies to the Historic Preservation Commission. The Board could add an additional step and adopt the policy as a revision to Historic Preservation ordinance. The Committee agreed to send the policy with revisions to the Board for approval. **Judy Gilmour motioned to send to the County Board as amended; Lynn Cullick seconded. Approved 5-0.**

6. LRMP Update (Trails and Little Rock Township) – Public Hearing 9/23/15 – Mr. Hoffman stated that there would be a public hearing at the Regional Planning Commission meeting at 7:00 pm on September 23, 2015 over the trails update and minor map amendments.

7. Kendall/Na-Au-Say One Acre Minimum Request – Waiting on Township Response – Mr. Hoffman stated they are still waiting on a response from the township.

8. 15-13 Kritzberg – ZBA Approved setback variance for garage on Game Farm Road – Mr. Hoffman stated that the Zoning Board of Appeals approved the setback for the garage at thirty-three (33) feet from the right-of-way. Original petition was six (6) to ten (10) feet, but was rejected by staff. Yorkville was consulted as it is surrounded by incorporated property and may be incorporated in the future. Yorkville approved of the thirty-three (33) feet setback. The only outstanding issue was the Mr.
Kritzberg wanted an additional curb cut. As it is zoned A-1, the garage is allowed to be built without a curb cut.

**UPDATE ON HISTORIC PRESERVATION**- Mr. Wehrli stated that he plans on attending Millbrook’s meeting on the 22nd to discuss the bridge with them. Also, on the 30th there will be an event at the Historic Courthouse with the other Historic Preservation Commissions in the County. They will have a guest speaker on Historic Preservation.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- Mr. Hoffman stated that CMAP is looking to update their GOTO2040 plan. Chairman Gryder stated that he is attending a meeting on Wednesday.

**PROJECT STATUS REPORT**- Mr. Wilkins stated that they had hired John Sterrett as the senior planner. His first day will be September 21. He also stated that the County has started coordinating with CMAP on the Industrial Market Study. Mr. Wilkins also spoke on planning staff coordinating with the Health Department to examine the process of well and septic evaluations. Chairman Gryder added that the group overseeing oversized/overweight truck permitting was looking to meet with Fran Klaas, the County Engineer, soon.

**PERMIT REPORT**- Reviewed

**REVENUE REPORT**- Mr. Wilkins stated that they were slightly under this year compared to previous years.

**CORRESPONDENCE** – None

**EXECUTIVE SESSION**- None

**ADJOURNMENT**- Next meeting will be on October 5, 2015

Bob Davidson made a motion to adjourn the meeting. Lynn Cullick seconded the motion. Approved 5-0. Chairman Gryder adjourned the meeting at 7:33 p.m.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
CALL TO ORDER
At 7:00 p.m., Chairman Randy Mohr called the Zoning Board of Appeals meeting to order.

ROLL CALL
Members present: Randy Mohr (Chairman), Scott Cherry, Karen Clementi, Donna McKay (Vice-Chair), Tom LeCuyer, Dick Whitfield and Dick Thompson
Members absent:
Also present was: Mike Hoffman-Teska Associates, Inc.
In the audience:

MINUTES
Motion to approve July 27, 2015 corrected minutes by Mr. Cherry, seconded by Mr. Whitfield. Approved 6-0.

PETITIONS

1. 15-13 Gary Kritzberg
Request: Variance from front yard setback for a garage
Location: 1211 Game Farm Road, Yorkville
Purpose: To construct a garage in the front yard

Mr. Hoffman stated that since the previous meeting he had been out to walk the property with Brian Holdiman, the County Code Official. Also since the previous meeting the petitioner has proposed a new spot for the garage, labeled D in the packet, for the garage. This would be a 33 feet setback, meaning only a 17 feet variance. Mr. Hoffman stated that there is a good buffer of trees and landscaping to hide the garage.

The hearing was continued from the previous meeting to give the United City of Yorkville (which surrounds the property) time to examine the variance request. Their recommendations after examining the variance are consistent with the staff recommendations.

The only outstanding issue is the request for another curb cut. Petitioner currently has two as the property has a circular driveway. He is requesting another. Yorkville is recommending denial as their code limits curb cuts per property to two.

Chairman Randy Mohr opened the meeting for public hearing at 7:14 p.m. Seeing none, he closed the public hearing.
Ms. Clementi made a motion to approve the findings of fact along with the conditions recommended by staff. Mr. Whitfield seconded. The findings of fact and recommendations are as follows:

§ 13.04.2 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in italics. Staff has provided some preliminary findings in bold below based on our recommendation to modify the request to relocate the proposed garage to location “D” as shown on page 4 of this report and grant a 17’ variation from the required 50’ front yard setback. Depending on additional evidence provided at the public hearing and input from the City of Yorkville, these draft findings may need to be modified.

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The topography of this property limits potential locations of any structure on this property. However, the proposed provides an alternative that considers the unique character of the property and minimizes the required variation.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is a unique property within the County’s A-1 Zoning District, as it is generally surrounded by the City of Yorkville. This location, plus the unique topographic conditions of the property do not exist on most other A-1 zoned property in the County.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. Recent right-of-way acquisition by the City of Yorkville which increased the setback from the original property line (center of the road) was not a hardship created by the owner. Likewise, the current owner had no influence over the unique topography of the site or the placement of the home on the property, both of which limit potential garage locations.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The proposed garage location will have a significant landscape buffer from both the adjacent home to the south and from Game Farm Road. The proposed variation and resulting garage setback will generally be consistent with other such structures in the area.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variation will not impact the supply of light or air to adjacent property. This proposed garage will have no impact on traffic, as it is for a car that is currently stored outdoors on the property. Given the existing landscape buffering and proposed
construction materials that will match the existing home, the improvements should not diminish or impair neighboring property values.

**RECOMMENDATION** Given the extensive landscaping on the site and screening offered by the proposed location, coupled with the pattern of development in the area, County staff is supportive of the proposed 17’ front yard setback variance to allow for the proposed garage. Staff understands the applicant’s desire for a garage, and the selection of the proposed location given site topography and other site constraints. We would suggest the following conditions:

A. If a driveway is to be installed, written evidence shall be provided to the PBZ Department that a curb cut onto Game Farm Road in the proposed location will be allowed by the United City of Yorkville.

B. That the Evergreen Tree buffer along the south edge of the property be maintained, including replacement of trees in the future as needed.

Chairman Mohr called for a vote. **Approved 5-0; Chairman Mohr abstaining.**

**REVIEW PBZ APPROVALS BY COUNTY BOARD & CHANGES** – No changes

**NEW BUSINESS/OLD BUSINESS** –

**PUBLIC COMMENT** - There were no additional comments by members in the audience.

**ADJOURNMENT OF THE ZONING BOARD OF APPEALS** - Next meeting will be on September 28, 2015.

Ms. McKay made a motion to adjourn the Zoning Board of Appeals meeting, Mr. Cherry seconded the motion. Chairman Randy Mohr adjourned the Zoning Board of Appeals meeting at 7:16 p.m.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator
KENDALL COUNTY, ILLINOIS
PUBLIC SAFETY COMMITTEE
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, September 14, 2015
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:31 p.m. and led the Pledge of Allegiance.

Committee Members Present: Judy Gilmour – here, Matthew Prochaska – here, John Purcell - present. With three members present, a quorum was established.

Member Gryder arrived at 5:32 p.m. Member Davidson arrived at 5:39 p.m.

Others Present: Undersheriff Harold Martin, EMA Director Joe Gillespie, Jim Smiley

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Purcell. With all in agreement, the motion carried with the addition of the Security System Updated added under Old Business.

Approval of Minutes – Member Gilmour made a motion to approve the August 10, 2015 meeting minutes, second by Member Purcell. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report – As submitted

Coroner’s Report – Corrected version as submitted

EMA Report – Director Gillespie reported:

KCEMA attended Region 3 meeting in Aurora on 08/20 where they learned that legislation was signed EMPG grant funds will be awarded to the county.

Presented EMA budget on 08/28

Gillespie and Page completed 6 hours each of online training

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month

Commander Gillespie reported that on Friday, September 11, 2015, there was a fuel spill of several hundred gallons, all fuel was recovered, and extraction of the spill and EPA inspection of the site took place on Saturday.
Commander Gillespie reported that the county passed the Dresden Drill in July, and that he will share the official report with the committee when he receives it.

**Sheriff**

- **Records Division** – Undersheriff Martin provided statistics for the month of August:

  - **Sheriff Sales:**
    - 91 Sales Scheduled
    - 58 Sales Cancelled
    - 33 Sales Conducted

  - **Civil Paperwork:**
    - 138 Papers Served
      - 1 Replevins
      - 124 Subpoena/FOIA Requests

  - **Warrants:**
    - 1,818 on file
    - 126 New Warrants Issued
    - 135 Warrants Served
    - 23 Warrants Quashed

  - **Evictions:**
    - 24 Scheduled
    - 15 Cancelled
    - 9 Conducted

  - **Fees:**
    - $ 7,918.75 Civil Process
    - $18,300 Sheriff Sales
    - $155.00 Records/Fingerprinting
    - $1,246.37 Bond Processing
    - Total of $27,620.12 received for the month of August 2015

- **Corrections Division** – Undersheriff Martin provided the following statistics for the month of August:

  - **Jail Population:**
    - 287 New Intake Bookings
    - 271 Inmates Released
    - 142 Average Daily Population

  - **Food Service Management:**
    - 12,351 meals prepared at a cost of $1.01 per meal
    - Total medical billing for August was $14,979.40
Inmate Transports:
- 90 To/From County Courthouse
- 4 Other County Court Transports
- 11 Out of County Prisoner Pickups
- 11 to I.D.O.C.
- 4 Medical/Dental Transports
- 11 Juvenile Transports To/From Youth Homes/Courts
- 172 Total Inmate Transports

Out of County Housing:
- 65 Inmates Housed for Other Jurisdictions
- $85,005.00 Invoiced for Inmates Housed for Other Jurisdictions

Outstanding FTA Fees: $225.00

Sex Offender/Violent Offenders Against Youth Registrations:
- 10 Sex Offender Registrations
- 0 Sex Offender Registration Checks
- 3 Violent Offenders Against Youth

Operations Division – Undersheriff Martin reported the following statistics for the month of August:

Police Services:
- 764 Calls for Service
- 266 Police Reports
- 135 Arrests

Traffic Services:
- 637 Traffic Contacts
- 351 Traffic Citations Issued
  - 9 DUI Arrests
  - 1 Zero Tolerance

Traffic Crash Investigations:
- 35 Property Damage
- 7 Personal Injury Accidents
- 1 Fatality
- 43 Total Crash Investigations

Vehicle Usage:
- 65,376 Total Miles Driven
- $3,225.04 Vehicle Maintenance Expenditures
- $13,126.42 Fuel Expenditures
- 5,241.89 Fuel Gallons Purchased
Auxiliary Deputies:
19 Training/Meeting Hours
0 Ride-A-Long Hours
46.5 Auxiliary Hours
65.5 Total Auxiliary Hours

Evidence/Property Room:
154 New Items into Property Room
55 Disposal Orders Processed
9 Items Disposed Of
55 DVD/VHS Copy Requests
25 Items Sent to Crime Lab for Processing
10 Items Processed by Evidence Custodian

Court Security Division:
14,354 Entries
6,214 Items X-Rayed
73 Bond Calls
80 Items of Contraband Refused
17 Arrests made at the Courthouse

Investigation/COPS Activities:
30 Total Cases Assigned
15 Total Cases Closed
104 Current Open Cases
18 Community Policing Meetings/Presentations

KSCO Training:

Correction Division: 244 Total Hours
2 hours - IL County Jail and Detention Standards
64 hours – Firearms Training
8 hours – FN303 Instructor/Armorer Course
160 hours – Corrections Academy Training

Operations Division: 647 Total Hours
8 hours – Domestic Violence/Crisis Intervention
36 hours – Operation Snow Ball
360 hours – Firearms Training
9 hours – LEADS Less Than Full Access Recertification
66 hours – Police Law Institute (Certificates Received 07/27/2015)
8 hours - FN303 Instructor/Armorer Course
160 hours – Suburban Law Enforcement Academy
Court Security: 51.5 Total Hours
8 hours – Firearms Training
1.5 hours – BAO PBT-E Recertification
42 hours – Corrections Cross Training

Corrections/Operations Combined Training: 72 hours - KSCO SRT Training

Records Division: 0 hours

Auxiliary: 1.5 hours LEADS Less Than Full Access Recertification

Human Resources:
0 Terminations
2 Resignations (1 retirement in January 2016)
0 New Hire
1 Workers Comp

Sworn Personnel/Authorized in FY15 Budget: 106.5*/112
  *2 Additional Sworn Officers Currently on Leaves of Absence
Non-Sworn Personnel/Authorized in FY15 Budget: 10.5/11.5

Undersheriff Martin also reported that the Kendall County Jail successfully passed a Prison Rape Elimination Act (PREA) audit that was conducted on July 29-30, 2015. The PREA Audit shows the federal government that the office has taken action to conform to federal standards that were put in place to eliminate sex abuse in a confinement setting. The Sheriff’s Office will ensure that all documentation of the audit will be forwarded to the County Insurance Carrier in anticipation of a reduced premium in that area.

Facilities Management Report – Jim Smiley

Old Business

Security System Update – Jim Smiley reported that the Facilities Committee directed Mr. Smiley to remove the $9000 reimbursement from the contract, and that the flat fee for all services of $221,000 was accepted verbally by Dewberry. He reported there was a meeting today and Dewberry agreed to accept the county’s more defined scope of the project. Mr. Smiley stated that they have taken the R & N study and removed the specific numbers, and added instead that all cameras would be replaced, all wiring would be replaced, etc. Director Gillespie clarified discussions from the meeting today regarding the designing of the system and ensuring that the design and system meet the needs of the county. Discussion on the flat fee for services in the contract, and the possibility of getting a reduced rate because of accomplishments like PREA, and Accreditation.

New Business - None
Executive Session – None needed

Public Comment - None

Action Items for County Board - None

Adjournment – Member Gryder made a motion, second by Member Davidson to adjourn the Public Safety Committee meeting. With all in agreement, the meeting adjourned at 6:29p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:04 a.m.

ROLL CALL
Committee Members Present: John A. Shaw - here, Lynn Cullick – here, Judy Gilmour - here, Dan Koukol – here, and John Purcell (arrived at 9:07 a.m.)

Others present: Jeff Wilkins, Glenn Campos, Scott Koeppel, Leslie Johnson, Jim Pajauskas, Rich Ryan, Anne Vickery, Becky Rudolph

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda, second by Member Koukol. **With all in agreement, the motion passed.**

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the August 6, 2015 meeting minutes, second by Member Shaw. **With all in agreement, the motion passed.**

MONTHLY REPORTS

CBIZ UPDATE

- **Health Insurance Update** – Jim Pajauskas spoke on the renewal of insurance with Blue Cross/Blue Shield. He stated that the renewal rates effective for January 1, 2016 were a 24% increase over the previous year. He stressed that the numbers presented were not final as they had received them only a couple of days before hand and were still in negotiations. Mr. Pajauskas also stated had the County self-funded in 2015 it would have spent approximately $600,000 more. He also spoke on the benefits of HSA plans and other cost control measures in the future.

Member Shaw left the meeting at 9:46 a.m.

Member Purcell left the meeting at 9:57 a.m.

**WINE SERGI** - Rich Ryan spoke on workers compensation. In examining self-insurance in the state, currently there are only five providers. The providers have a minimum of $500,000 self retention (deductible) versus the current plan deductible of $100,000. Factors currently being examined are having KenCom and the Forest Preserve insured separately from the County, adjusting the deductible and coverage limits, and carriers. Ryan and Glenn Campos are reviewing current claims with the carrier to develop more accurate estimate of possible cost for current claims.
COUNTY ADMINISTRATOR – Jeff Wilkins spoke on the free annual wellness checks given by the Health Department for County employees coming up on September 24, 2015. He also gave an overview of both the County Board’s and the Office of Administration budget for 2016.

DEPARTMENT HEADS AND ELECTED OFFICIALS –
- Technology Director – FY2016 Budget Review – Scott Koeppel gave an overview of the technology budget. He explained the budget is higher this year due to several large project expenses previously planned for, including update of Microsoft Office licenses. He also gave an explanation of how the camera in the Board room operated.

NEW BUSINESS
- Authorization reissuance of Technology Services Credit Card with $3000 limit. Jeff Wilkins stated that the reissuance of the credit card was simply to change the name from Stan Laken to Scott Koeppel. With all in agreement, the motion passed

OLD BUSINESS – None

PUBLIC COMMENT – Anne Vickery spoke on the merits of the Kendall Area Transit system for rural areas of the County.

EXECUTIVE SESSION - None

ACTION ITEMS FOR COUNTY BOARD - None

ITEMS FOR COMMITTEE OF THE WHOLE –

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 10:47 a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Project Coordinator
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:01 a.m.

ROLL CALL
Committee Members Present: Judy Gilmour - here, Dan Koukol - present, Lynn Cullick – here

Member John Purcell arrived at 9:04 a.m.  Member Purcell left the meeting at 11:00 a.m.

Committee Members Absent: John Shaw

Others present: Glenn Campos, Leslie Johnson, Scott Koeppel, Tracy Page, Jim Pajauskas, Jeff Wilkins

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the September 3, 2015 meeting minutes, second by Member Koukol. With all in agreement, the motion passed.

MONTHLY REPORTS


Mr. Pajauskas explained some of the insurance challenges of plan design flexibility, network flexibility, utilizing information from reporting to the County’s advantage, contribution structure flexibility, and healthy behavior initiatives. Mr. Pajauskas said that the County is limited in flexibility in all of these areas.

Mr. Pajauskas explained that one way to cut insurance costs is to ensure lower costs at all facilities and all providers instead of limiting the facilities and providers that are available to employees. Mr. Pajauskas said without having the ability to change these items we are allowing employees to utilize the plan the way they always have while expecting a different result. Mr. Pajauskas said that self-funding your insurance without implementing these components opens the County to greater risk without providing any substantial reason why the cost will go down.

Mr. Pajauskas reviewed the Blue Cross Blue Shield Revised Renewal, other options and alternative health insurance options.
b. County Administrator

- *Resolution Authorizing Execution of Section 5311- Downstate Operating Assistance Grant Agreement* – Ms. Johnson recommended that the actual agreement be included with the resolution so that the County Board members are aware of what they are authorizing the County Board chair to sign, and obligating the County to in the agreement. Motion made by Member Koukol to forward the resolution to the county Board for approval, second by Member Gilmour. **With all in agreement, the motion carried.**

c. Department Heads and Elected Officials

- *Technology Services* – Director Scott Koeppel reported his attendance at the Open Meetings Act training held last evening, and said there are a two areas that he has concern about:

1. That we do have a full-time person in the position of posting agendas to the County website

2. Mr. Koeppel cautioned the committee about most or all of a committee communicating by email (reply all) about issues that are or are not going to be discussed at a committee meeting.

Mr. Koeppel said that Technology did an update to Questica to be able to import actuals. He said it is currently on the test phase, but will be utilized more next year.

Mr. Koeppel also reported they are working with the 708 Mental Health Board on establishing a webpage to get more information out to the community.

In attempts to make Kendall County more accessible, they have created a twitter account (@kendallcountyil). They will eventually use Facebook when new items are added to the website. They have also registered for the domain name kendallcounty.org so they can owe that as well. This will assist with marketing and communication to the county. They will also be using Zoon.US for remote meetings, which was approved at the last County Board meeting. The meeting room can be used for one-on-one meetings, interviews, etc. Contact Mr. Koeppel or Gina Hauge to reserve the electronic remote room.

OLD BUSINESS – None

NEW BUSINESS

- *County Organizational Chart* – Jeff Wilkins explained that the current County organization chart posted on the webpage was created/maintained by the Technology office and was created before he became County Administrator. Discussion on various components of the chart, non-County offices such as the Regional Office of Education, KenCom, and the Forest Preserve. Discussion on the chart and contradictions to the
Employee Handbook, the chart key that wasn’t consistent with the actual chart, offices that are appointed or elected and which ones fall under the authority of the County Board. There was further discussion on the need for the organizational chart to display outside entities separate and apart from the County government. There should also be sub-levels under each department head and elected official that designates who reports to whom, and whom they employ. Ms. Johnson said that identifying direct supervisors will also assist in preparation of employee job descriptions, who is responsible for conducting employee evaluations, in budgeting, possible reduction of staff, etc.

- Employee Evaluations – tabled until a future meeting
- Employee Handbook – tabled until a future meeting

EXECUTIVE SESSION – None needed

ACTION ITEMS FOR COUNTY BOARD

- Approval of the Resolution Authorizing Execution of Section 5311- Downstate Operating Assistance Grant Agreement

ITEMS FOR COMMITTEE OF THE WHOLE

- BCBS Option 2 Health Insurance and Dental Insurance Presentation
- County Organizational Chart

PUBLIC COMMENT - None

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 11:40 a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,
Valarie McClain
Administrative Assistant/Recording Secretary
RESOLUTION AUTHORIZING EXECUTION OF SECTION 5311-DOWNSATE OPERATING ASSISTANCE GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FY2016

WHEREAS, the Board of KENDALL COUNTY passed a resolution on May 5, 2015 authorizing application for 49 U.S.C. § 5311 ("Section 5311") and Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) grants for Fiscal Year 2016, and

WHEREAS, the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, has approved the grant application as submitted pending execution of the Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") attached as Exhibit A, and

WHEREAS, a resolution is required to authorize the execution of the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

That the County Board Chairman of KENDALL COUNTY is hereby authorized and directed to execute the Agreement with the Illinois Department of Transportation for fiscal year 2016.

PRESENTED and ADOPTED by the County Board, this 6th day of October 2015.

Approved:  

Attest:

__________________________  ______________________________
John A. Shaw, County Board Chairman  Debbie Gillette, County Clerk and Recorder
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION
AND
KENDALL COUNTY

NON-METRO AREA TRANSPORTATION
OPERATING, OPERATING CAPITAL AND ADMINISTRATIVE ASSISTANCE
(49 USC § 5311)
&
DOWNSTATE PUBLIC TRANSPORTATION OPERATING ASSISTANCE
(30 ILCS 740/2-1 et seq.)
GRANT AGREEMENT

CONTRACT NO. 4622
STATE GRANT NO. OP-16-22-FED
FEDERAL GRANT NO. IL-18-X029, IL-18-X030, IL-18-X031, IL-18-X032
CFDA NO. 20.509
FEDERAL PROGRAM: SECTION 5311
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Exhibit A, entitled "Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department)

Exhibit B, entitled “Approved Project Budget” (on file at the Department)

Exhibit C, entitled “Certifications and Assurances for Federal Transit Administration Assistance Programs” (on file at the Department)

Exhibit D, entitled “Grantee’s Board Resolution” (on file at the Department)

Exhibit E, entitled “Section 5333b Special Warranty” (on file at the Department)

Exhibit F, entitled “School Bus Certification”

Exhibit G, entitled “Drug Free Workplace Certification”

Exhibit H, entitled “Opinion of Counsel”
This Contract No. 4622 (hereinafter referred to as “Agreement”) is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the “State” or “Department”) and Kendall County (hereinafter referred to as the “Grantee” which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of downstate Illinois (herein referred to as the “Project”), as described in the Grantee’s final approved application which is incorporated herein by reference as Exhibit “A”; and

WHEREAS, the Department has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter “FTA”) for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department’s application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the “Acts”); and

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the “Act”); the Department’s implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the “Rules”) and the forms included in the Department’s current “Downstate Public Transportation Operating Assistance Program” (hereinafter the “Standard Forms”); and

WHEREAS, the Department has approved the Grantee’s application and has certified to the Illinois Department of Revenue the Grantee’s boundaries and its eligibility to participate under the Act; and

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

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

ITEM 1 - DEFINITIONS

As used in this Agreement:

A. “AICPA” means the American Institute of Certified Public Accountants.

B. “Contractor” or “Third Party contractor” means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.

C. “FHWA” means the Federal Highway Administration of the United States Department of Transportation.

D. “FTA” means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.

E. “Government” means both the government of the United States of America and/or the State of Illinois.
F.  “Non-Metro”, “Non-Urbanized” refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.

G.  “OMB” means the U.S. Office of Management and Budget.

H.  “Project” means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee’s final approved application.

I.  “Project Costs” means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.

J.  “Project Facilities” means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.

K.  “Section 5311” refers to the “Formula Grants for Rural Areas” section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. “Section 5311” may also include subsection 5311(f) involving “Intercity Bus Transportation.” See 49 U.S.C. Section 5311(f).

L.  “U.S. DOT” means the United States Department of Transportation.

ITEM 2 – THE PROJECT

The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee’s final approved application, program of proposed expenditures (“POPE”), and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee’s application and service plan are incorporated into this Agreement and made a part hereof as Exhibit “A”.

ITEM 3 - AMOUNT OF GRANT

For eligible operating expenses incurred during state fiscal year 2016 (hereinafter referred to as “fiscal year”), the Department shall fund the following:

   A. pursuant to 49 USC 5311, up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee’s contractor) to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget (hereinafter “Federal Funds”). The maximum amount of Federal Funds for the Project under this Agreement is $55,578. The method for determining the intercity bus portion of the project shall be in accordance with the Department’s guidelines, as from time to time adopted.

   B. pursuant to 30 ILCS 740/2-3, -7, sixty-five percent (65%) of Grantee’s eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2016, (hereinafter “State Funds”), 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 2016 does not exceed Grantee’s actual operating deficit for that year. The estimated amount of State Funds for the Project under this Agreement is $1,900,100.
In no event shall the Department’s funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement (Federal and State Funds) is estimated to be $1,955,678.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget (Exhibit B) is on file at the Department. Budget line items may be adjusted by the Grantee with prior notification of the Department. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled “Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant Agreement,” together with Exhibit A, entitled, "Section 5311/Downstate Operating Assistance Combined Application" (on file at the Department); Exhibit B, entitled “Approved Project Budget” (on file at the Department); Exhibit C, entitled “Certifications and Assurances for Federal Transit Administration Assistance Programs,” (on file at the Department); Exhibit D, entitled “Grantee’s Board Resolution” (on file at the Department); Exhibit E, entitled “Section 5333b Special Warranty,” (on file at the Department); Exhibit F, entitled “School Bus Certification;” Exhibit G, entitled “Drug Free Workplace Certification,” Exhibit H, entitled “Opinion of Counsel”, all of which are, by this reference, incorporated herein and made a part hereof.

ITEM 6 – REVERSION OF GRANT FUNDS

A. Illinois Grant Funds Recovery Act - The Federal Funds in this Grant are subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This Agreement is valid through June 30, 2016, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of this Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., for the Federal Funds, the Grantee agrees to comply with the quarterly reporting requirements set forth by the...
Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

Since the State Funds in this Grant are being disbursed by the State Comptroller pursuant to an appropriation made by the General Assembly to a named entity or person, the State Funds are not subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq.

B. **Failure to Appropriate Funds and Failure of Grant Authority** - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.

C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

**ITEM 7 - ACCOMPLISHMENT OF THE PROJECT**

A. **General Requirements** - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.

B. **Pursuant to Federal, State, and Local Law** - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.
C. **Funds of the Grantee** - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

D. **Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation)** - The Grantee shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

E. **No Government Obligations to Third Parties** - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

F. **Illinois Law** - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.

G. **Grantee’s Responsibility for Compliance** - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Department with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, as defined in Item 12, and is pre-approved in writing by the Department. A mass transit district may appoint its director to be the PCOM.

All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

1. **General Program Knowledge** - The PCOM shall possess proficiency in areas including, but not limited to:
   a. Relevant federal and state grant program(s) purpose and funding; and
   b. State and federal public transportation capital and operating grant requirements.

2. **Public Transportation Service Plan** - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Department. In the SCMP, the Grantee shall provide the following:
   a. A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee’s territorial boundaries;
   b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
c. For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee’s territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;

d. An explanation of the Grantee’s and its operator’s, if any, public transportation complaint procedures; and

e. Any additional information requested by the Department.

3. Monitoring - The PCOM shall monitor and analyze the following:

   a. The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee’s territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;

   b. The utilization, condition, and maintenance of Project Facilities;

   c. The driver and staff training activities of the Grantee and/or its operator(s), if any;

   d. All service contracts associated with the Project, including any service contracts between the Grantee’s operator and a third party within the Grantee’s territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year;

   e. Compliance with the requirements of this Agreement;

   f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

   g. Any additional items requested by the Department.

4. Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any.

5. Program Reviews - The PCOM shall assist in all of the Department’s program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Department.

6. Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center’s (“RTAC”) Primer or HSTP meetings; the RTAC’s spring conference; and any training sessions identified by the Department.

7. Public Transportation Account - On forms provided by the Department, the PCOM shall monitor the Public Transportation Account (“PTA”), which is defined in Item 13, by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

8. Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee’s governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Department that is submitted with the Grantee’s 4th Quarter Actual Requisition. The Grantee shall provide the Department copies of the quarterly report at the request of the Department. The reports shall contain the following information:
a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee’s operator(s), if any;

b. A summary and analysis of the activities monitored pursuant to this Item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee’s operator and a third party within the Grantee’s territorial boundaries, and a summary of the Grantee’s efforts to obtain additional service contracts;

c. A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

d. For the annual report to the Department, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

e. Any additional information requested by the Department.

ITEM 8 - REQUISITIONS AND PAYMENTS

A. Federal and State Funds - The Grantee shall submit requisitions for Federal and State Funds. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to eligibility of any payments made to Grantee only after the Grantee’s independent audit has been submitted to the Department and the State has issued its “Review of the Grantee’s Independent Audit” report.

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

B. Federal Funds - The following provisions shall apply to requisitions and payments for Federal Funds:

1. Requests for Payment of Federal Funds by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Federal Fund payments pursuant to this Agreement, the Grantee must:

   a. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;

   b. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;

   c. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
d. have submitted all financial, progress reports, and performance data currently required by the Department; and 

e. have received approval by the Department for all budget amendments required to cover all costs to be incurred through the end of the requisition period. 

f. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Department within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Department by August 1.

2. Payment of Federal Funds by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the Federal Fund requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum Federal Fund amount of the Grant provided in Item 3. Federal Fund requisitions may not be submitted more frequently than quarterly, unless approved by the Department in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will review the Grantee’s independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Department.

C. Payments of State Funds by the Department - The Department shall process up to a total of five State Fund 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 Department’s prescribed forms. State Fund payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee’s approved application and the Act.

Grantees shall have the flexibility to request:

1. 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 Department; or

2. a reimbursement for actual quarterly expense and revenue incurred; or

3. a combination of both.

Advance State Fund payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No State Fund payments will be made until the State’s annual budget has been passed, and grant contracts are fully executed by both the Department 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 State Fund 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 Department 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 Department may have outstanding against Grantee.

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

1. be made in conformance with Grantee’s final, approved application and the Approved Project Budget and all other provisions of this Agreement;

2. be necessary in order to accomplish the Project;

3. be reasonable in amount for the goods or services purchased;

4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);

5. be incurred within the state fiscal year governed by this Agreement; and

6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circular 2 CFR Part 200. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

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

1. **State Funds** - For the State Funds only, in addition to the criteria set forth in the Department’s 5310/5311 Grants Management Manual, the following is an eligible cost:

   i. non-rolling stock-equipment purchases that are less than $10,000.

E. **Ineligible Costs** - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal and state law and their corresponding rules, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department. Notwithstanding any State laws or rules to the contrary, costs that are ineligible by federal law for Federal Funds are also ineligible for State Funds.

F. **Excluded Costs** – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.
The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, “Standards for the Administrative Collection of Claims”, at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a “claim” for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers”, 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, “Standards for the Administrative Collection of Claims”, at 31 CFR Part 901.9(i).

G. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the “Acts”. The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee’s final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. Unless otherwise approved by the Department in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee’s service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ITEM 10 – REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project
Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

B. **Maintenance** - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 – 19.37 and OMB Circular A-102. For vehicles, the manufacturer’s suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

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

C. **Transfer of Project Facilities**

1. **Grantee Request** - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

2. **Government Direction** - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

D. **Withdrawn Property** - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.
1. **Federal and/or State Interest in Property** - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds $5,000, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. **Fair Market Value** - The following requirements apply to the calculation of fair market value:

   a. **Project Facilities** - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

   b. **Exceptional Circumstances** - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

E. **Disposition of Property** - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.

F. **Misused or Damaged Property** - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee’s knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee’s sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

G. **Obligations After Project Close-Out** - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.

H. **Encumbrance of Project Property** - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

   1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Department, or (iii) return to the Department an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ITEM 11 - PROCUREMENT

A. **Contracts** – Unless directed otherwise by the Department in writing, the Grantee must provide the Department notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between $300 and $5,000 and any contract funded with assistance provided through this Agreement for services below $100,000. All contracts funded with assistance provided through this Agreement for services for $100,000 or more must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Failure to notify the Department may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the requirements of FTA 4220.1E “Third Party Contracting Requirements” November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.

B. **Exclusionary or Discriminatory Specifications** - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

C. **Award to Other Than the Lowest Bidder** - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.

D. **Award to Responsive and Responsible Contractors.** In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:

1. The third party contractor’s integrity;
2. The third party contractor's compliance with public policy;
3. The third party contractor’s past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
4. The third party contractor’s financial and technical resources.

D. **Force Account** - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
E. **Capital Leases** - To the extent applicable, the Grantee agrees to comply with FTA regulations, “Capital Leases,” 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

F. **Buy America** - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.

G. **Cargo Preference - Use of United States Flag Vessels** - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

H. **Preference for Recycled Products** - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

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

J. **Geographic Restrictions** - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.

K. **Third Party Disputes or Breaches** - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA’s or the Department’s immunity to suit.


M. **Steel Products** – The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.


O. **Operating Capital** - (Equipment and Supplies between $300 and $5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department’s guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of
carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department’s Operating Capital guidelines as follows:

1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of $300 or less; require documentation for audit purposes; need not be recorded in the Grantee’s Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.

2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between $300 and $5,000; must notify the Department before purchase; must be properly documented and recorded in the Grantee’s Capital Asset Inventory; and must conform to Department specified procurement procedures.

3. Any equipment or property costing more than $5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between $300 and $5,000.

P. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Department (and provide supporting documentation satisfactory to the Department) at the time obligations are made and prior to payment to a vendor or contractor.

ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

   a. The employee, officer, board member, or agent;
   b. Any member of his or her immediate family;
   c. His or her partner; or
   d. An organization that employs, or is about to employ, any of the above.

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

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

B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq.; and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.

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

F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget “Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. The Grantee agrees that it searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C) and the attached Opinion of counsel (attached as Exhibit H).

G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection
ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

A. **Public Transportation Account** – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a “Public Transportation Account” or a “PTA”) in conformity with requirements established by the Department. The account(s) shall be in a federally insured bank or trust company.

B. **Funds Received or Made Available for the Project** – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Department pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as “Project Funds”). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Department.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Department.

Project Funds may only be used for the following expenses:

1. Eligible costs; and

2. Operating or capital expenditures directly related to the Project, pursuant to Department procedures.

C. **Documentation of Project Costs** - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.

D. **Checks, Orders, and Vouchers** - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

E. **Record Retention** - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter “Auditing Parties”); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.
Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

F. Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). Grantee agrees to permit the 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. The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

The 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. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.

1. Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, §§ 651.403, 653.410. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, §§ 651.403, 653.410; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

G. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed $25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109–282, September 26, 2006, as amended by § 6202 of Pub. L. 110–252, June 30, 2008.

H. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.

I. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to
provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

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

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department may elect, by written notice to the Grantee, to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

A. There is any misrepresentation of a material nature in the Grantee’s Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;

B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;

C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;

D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;

E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;

F. The Grantee is in default under any of the provisions of this Agreement;

G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;

H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;

I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or

J. The state Legislature fails to make sufficient appropriations for this Grant.
The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon the Department’s receipt of the Grantee’s independent audit report of the Project, the Department 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 Department, the Department shall determine the eligibility of costs incurred, and shall make a final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the Department-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Department-approved independent audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by the Department-approved independent audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 16 - GRANTEE’S WARRANTIES

The Grantee represents that it has lawfully entered into this Agreement. Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

A. An opinion of counsel, from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating the following:

1. The Grantee is lawfully organized;

2. the Grantee is an “eligible participant” in the Project;

3. the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws, and internal procedures in entering into this Agreement;

4. the Grantee is legally authorized to enter into this Agreement;

5. there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement; and

6. this Agreement will be legally binding upon the Grantee;

B. An executed copy of the most current FTA Certifications and Assurances, which is incorporated herein by reference as Exhibit C (on file at the Department); and
C. A certified copy of the resolution or ordinance of the Grantee’s governing board that authorizes execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions. Such certified copy is incorporated herein by reference as Exhibit D (on file at the Department).

D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

ITEM 17 - CONTRACTS OF THE GRANTEE

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

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

ITEM 18 - THIRD PARTY CONTRACT CHANGES

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

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ITEM 20 - INDEMNIFICATION AND INSURANCE

The Grantee agrees to hold harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising out of or in connection with the Project and shall defend any such suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

The Grantee agrees that it will maintain or cause to be maintained, at its own cost and expense, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the Project, and the Grantee shall at all times during
the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate.

**ITEM 21 - NON-WAIVER**

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

**ITEM 22 - INDEPENDENCE OF GRANTEE**

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

**ITEM 23 - LABOR LAW COMPLIANCE**

A. **General Labor Compliance** - If applicable and except in a construction contract of $2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland “Anti-Kickback” Act.

B. **Standard Public Transportation Employee Protective Arrangements** - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee’s Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL’s certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended.
by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with “Section 5333(b), Federal Transit Law,” 29 CFR Part 215, or any revisions thereto.

D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215 and any revisions thereto.

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

F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

ITEM 24 - CIVIL RIGHTS


B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

1. General Requirements – The Grantee agrees as follows:

   a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Part 60 et seq., (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 Relating to Equal Employment Opportunity”) that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
b. **EEO Program Incorporated by Reference** - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.


3. **Disabilities** - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

4. **Sex** - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.


C. **Illinois Human Rights Act** - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

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

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

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

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

1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in
Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE’s have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

a. “The (contractor or subcontractor), shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement) that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate.”

b. “The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). ”

F. Disabilities

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


   a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.

   b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;


i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;


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

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

ITEM 25 - SEVERABILITY

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

ITEM 26 - INTELLECTUAL PROPERTY

A. Patent Rights

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

2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

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

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:

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

   b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

      (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

      (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government’s license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official
duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, “School Bus Operations,” 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 2705-305(f) after the date of this certification and this Agreement.

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

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.
ITEM 28 – LABOR PROVISIONS

A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of $2,500 let by the Grantee in carrying out the Project:

1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

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

C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.

D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

ITEM 29 – SUBSTANCE AND ALCOHOL ABUSE / DRUG FREE WORKPLACE


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

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ITEM 30 – ENVIRONMENTAL REQUIREMENTS

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

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


B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

2. In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.
C. **Use of Public Lands** – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774, and referenced in 49 CFR Part 622.


E. **Coastal Zone Management** - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

F. **Wetlands** - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, “Protection of Wetlands”, 42 U.S.C. §4321 note.

G. **Floodplains** - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, “Floodplain Management,” 42 U.S.C. § 4321 note.


J. **Mitigation of Adverse Environmental Effects** - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

K. **Energy Conservation** - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in “Requirements for Energy Assessments,” 49 CFR Part 622, Subpart C.

L. **Clean Water and Safe Drinking Water** - For all contracts and subcontracts exceeding $100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of
drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6

M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

N. Clean Fuels – To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.


P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, “The Job Access and Reverse Commute Program Guidance and Applications Instructions,” including any revisions thereto.

ITEM 31 - PRIVACY

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

ITEM 32 – PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing “Protection of Sensitive Security Information”, 49 CFR Part 15, with 49 U.S.C. § 114(S) and “Protection of Sensitive Security Information”, 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

ITEM 33 – DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

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

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.

ITEM 34 - ASSIGNMENT
The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld. Grantee further agrees that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

**ITEM 35 - AMENDMENT**

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, and executed by both parties.

**ITEM 36 - TITLES**

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

**ITEM 37 - ETHANOL GASOLINE**

Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

**ITEM 38 – TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 366006598 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2015 through June 30, 2016.

Accepted on behalf of Kendall County:

__________________________________
Signature of Authorized Representative

__________________________________
Type or Print Name of Authorized Representative

___________________________
Date

Type or Print Title of Authorized Representative

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

__________________________________________
Randall S. Blankenhorn, Secretary

Date

By: __________________________________________
John Oimoen, Acting Director
Division of Public and Intermodal Transportation

Date
EXHIBIT F

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 Department 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 Kendall County:

Signature of Authorized Representative

Title ___________________________ Date ________________

Non-Metro Capital/Operating Grant

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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.

Non-Metro Capital/Operating Grant
(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 Kendall County:

________________________________________
Signature of Authorized
Representative

________________________________________  _____________
Title                                       Date
Exhibit H

GRANTEE’s OPINION OF COUNSEL

I, the undersigned, am an attorney licensed and duly admitted to practice law in the State of Illinois, and am counsel and attorney for Kendall County (“Grantee”). In this capacity, my opinion has been requested concerning the Grantee’s eligibility for grant assistance under the provisions of the Department of Transportation Law, 20 ILCS 2705/2705-01 et. seq. and the Public Works Finance Act, 30 ILCS 370/1 (“Acts”). I have also reviewed the Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance & Downstate Public Transportation Operating Assistance Grant Agreement, Contract No. 4622 (“Agreement”) tendered by the State of Illinois (“State”) to the Grantee. Please be advised of the following:

1. The Grantee is an eligible participant as defined in the Acts;

2. There are no provisions in the Grantee’s charter or in the statutes of the State of Illinois, the United States of America, or any municipal or other local ordinances that preclude or prohibit the Grantee from entering into a Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance and Downstate Public Transportation Operating Assistance grant contract;

3. Upon execution by both parties, the Agreement will be legally binding upon the Grantee and its successors and assigns;

4. I have no knowledge of any pending or threatened litigation in either federal or state courts which would adversely affect this grant contract or which would prevent the Grantee from contracting with the State for the purpose of receiving a Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance & Downstate Public Transportation Operating Assistance grant contract; and

5. I have reviewed and searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible participant under the provisions of the Acts, and that the Grantee is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: ________________________________ Date: ________________

(Artorney’s Name)

Attorney for: Kendall County

_________________________
ARDC Number
FULL MAINTENANCE SERVICE AGREEMENT

ADVANCED ELEVATOR COMPANY, an Illinois Corp in good standing "we" proposes to furnish its full maintenance Service to

KENDALL COUNTY, ILLINOIS, a unit of local government
For the following equipment:

THIRTEEN (13) HYDRAULIC PASSENGER ELEVATORS

Located at 111 W. Fox St., 807 John St., 1102 Cornell Lane, 109 W. Ridge St., and 811 W. John St. Yorkville, Illinois.

1. The above stated recitals are incorporated herein by reference.
ADVANCED ELEVATOR COMPANY agrees to maintain all elevator equipment described herein according to the terms of this Agreement, supervised by us. Advanced Elevator maintenance personnel will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain your equipment in proper and safe operating condition.

2. All elevator equipment subject to this contract will be regularly and systematically examined (MONTHLY), cleaned, adjusted, and lubricated by Advanced Elevator Company. When in ADVANCED ELEVATOR COMPANY'S judgment conditions warrant, it will replace or repair:

HYDRAULIC PUMP UNIT COMPONENTS, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals, and packing.

CONTROLLER COMPONENTS, including relays, contractors, solid state components, resistors, condensers, transformers, contact, leads, mechanical or electrical timing devices, and computer devices.
SELECTOR COMPONENTS, including selector drive, and all mechanical and electrical drive components.

HOISTWAY DOOR INTERLOCKS, or locks and contacts, including hoistway door hangers and tracks, bottom door gibbs and auxiliary door closing devices for power operated bi-parting hoistway doors.

HOISTWAY LIMIT SWITCHES, slowdown switches, leveling switches associated cams and vanes.

GUIDE SHOES, including rollers or replaceable liners.

BUFFERS (spring or oil), including switches, seals, and packing.

AUTOMATIC POWER OPERATED DOOR OPERATOR, door protective devices, car door hangers, track, and car door contact.

TRAVELING CABLES for elevator operation and elevator control wiring in hoistway and machine room

ADVANCED ELEVATOR COMPANY also will provide under this contract:

LUBRICANTS compounded to rigid specifications and selected and tested for the service conditions required.

LUBRICATION of guide rails, except where type of guides and/or safety devices require dry rails.

HYDRAULIC OILS, except where lost because of underground leaks in the cylinder.

YEARLY PRESSURE RELEIF TEST Will be provided. This does not include inspectors fee to witness pressure test. This is required by State of IL. We will not be responsible for any damage that may be incurred by this test.

3. **Items not covered under this contract are:**

Cab enclosures, removable panels, pad hooks, face plates or finished surfaces, certificate frames, special or instructional markings, power disconnect switches, main line fuses, hoistway enclosure, hoistway doors, frames, sills, access doors, sump pumps, cylinder,
piston or ram, buried piping, Contaminated oil, door panels, door sill track, suspended ceiling, light diffuser, car lighting tubes, light fixture, emergency light or battery, emergency telephone, fan, handrail, mirror, car flooring, floor covering, sub-floorings, smoke and heat detector devices, any primary power source abnormalities including power failure, surge, spikes, reduced voltage, phase failure or components installed or connected for emergency standby power, full load pressure relief test and modifications to obsolete equipment.

4. The items below are worn and will need to be replaced in the near future. To give you the maximum service on these items, we agree to accept them in their present condition, provided that at time of replacement, you will pay a prorated amount according to the degree of usage.

**SCHEDULE OF ITEMS TO BE PRORATED**

**NONE**

5. **ADVANCED ELEVATOR COMPANY** shall not be held liable for, nor required at its cost, to replace or repair elevator equipment damaged, disabled or destroyed by vandalism or misuse, or by any other cause beyond its control. Regular and appropriate use does not constitute a cause out of ADVANCED ELEVATOR COMPANY’S control for purpose of this paragraph.

1. All work covered by this Agreement will be performed during the regular working hours of our regular working days, unless otherwise agreed. **Regular working hours are 8:00 A.M. to 4:30 P.M. Excluding Saturdays, Sundays or Holidays.**

**EMERGENCY MINOR OVERTIME CALLBACK SERVICE INCLUDED IN THIS CONTRACT**

YES____ X____ NO____

**SPECIAL PROVISIONS**

If you request repairs, examinations or other work to be done outside our regular working hours, we shall invoice you at our standard overtime hourly rate.
Current billing rate is 1.7 Monday thru Friday per man is $341.89. Saturday, Sunday And Holidays per man is $396.00.
STEEL PARTS CABINETS AND WIRING DIAGRAMS
We agree to maintain cabinets for orderly storage of replacement parts in the machine room and wiring diagrams for the term of this Agreement. It is the owner’s Responsibility to furnish us with the original wiring diagrams.

ON SITE INVENTORY
We agree to maintain a supply of contacts, relays, condensers, resistors, transformers Lubricants, wiping cloths and other minor parts in each elevator machine room For the performance of routine preventive maintenance.

7. Except as provided in Paragraph 11, at no time do we retain possession or control of the equipment as this will at all times remain the property of the owner. We shall not be responsible for losses, damages, or delays due to riots, strikes, lockouts, theft, civil disorder, explosion, fire, flood, windstorm and ACTS OF GOD, or by any cause beyond our reasonable control.

8. The contract period shall commence on, __________ and continue for a period of one (1) year. The parties may extend the agreement for two (2) successive one (1) year terms following the initial period provided the extension is agreed to in writing.

NOTE: Either party may terminate this agreement with 30 days prior written notice.

9. CONTRACT PRICE-
   Our price is ONE THOUSAN FIVE HUNDRED SIXTY DOLLARS ($1,560.00) per month payable upon receipt of invoice.

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/et seq.)

SPECIAL PROVISION
The price will be adjusted yearly. The increase will not exceed (3%).

SUSPENSION OF TWO (2) HYDRAULIC ELEVAORS IN 811 JOHNS.
FLOORS ARE NOT BUILT OUT YET, ELEVATOR TO BE RUN ONCE A QUARTER. DEDUCT $240.00 FROM CONTRACT PRICE OF $1560.00. MAKING NEW CONTRACT PRICE OF $1,320.00. UNTIL UNITS ARE PUT BACK IN SERVICE.

$1,560.00 Less two Suspended units $1,320.00 First Year per month.
$1,606.80 Less two Suspended units $1359.80 Second Year per month.
$1,655.00 Less two Suspended units $1655.00 Third Year per month.
These adjustments are scheduled to be calculated and come effective on the first of January 2016 and on the first day of January each year thereafter. However, if there is a delay in determining a new labor rate, but a new rate is expected to come into effect within one month of a scheduled price adjustment effective date, that year's price Adjustment may be postponed one month and be calculated and become effective on the first day of the following month.

10. If any taxes are imposed on the use, transfer, ownership, or possession of the elevator equipment, they will be paid by you.

We will not by required to furnish or install new attachments in the equipment which may be recommended or directed by insurance companies or governmental agencies or perform any elevator inspection reports or tests required by any city, state, federal, or any other agencies unless specified elsewhere in this Agreement. If the County desires such non-covered work or installation performed, ADVANCED ELEVATOR COMPANY shall provide Owner with a written quote for the amount of such add-on costs.

It will be the Owner's responsibility to inform ADVANCED ELEVATOR COMPANY immediately, or in no case later than 24 hours after the occurrence, of any accident or any change or alteration of the equipment. It shall also be the Owner's responsibility to remove from service immediately any elevator or piece of equipment that operates in an unsafe manner or is capable of causing injury.

It is expressly agreed that payment of all sums then due hereunder is a condition precedent to the future rendering of service by ADVANCED ELEVATOR COMPANY. Advanced Elevator Company understands that the timing of government payments shall be in accordance with the Illinois Local Government Prompt Payment Act and Advanced Elevator Company shall not refuse to provide future service while payments are being done in accordance with said Act.

Advanced Elevator Company shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless the County, including the County’s past, present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the work to be performed by Advanced Elevator Company and its employees and agents retained to perform work on the elevators described herein, or arising in any manner out of Advanced Elevator Company’s performance or alleged failure to perform its obligations pursuant to this Agreement.

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the
Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Advanced Elevator Company, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 04 of the Federal Rehabilitation Act, and all applicable rules and regulations.

All services to be undertaken by Advanced Elevator Company shall be carried out by competent and properly trained personnel of Advanced Elevator Company to the highest standards and to the satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers’ and equipment supplier’s specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Advanced Elevator Company hereby acknowledges and agrees that it is an independent contractor and not an agent or employee of Kendall County. Advanced Elevator Company understands and agrees that it is solely responsible for paying all wages, benefits and any other compensation due and owing Advanced Elevator Company’s officers, employees and agents in the performance of services set forth in the Agreement. Advanced Elevator Company further understands and agrees that it is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for its officers, employees and/or agents who perform services as set forth in the Agreement. Advanced Elevator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Advanced Elevator Company, officers, employees and agents. Advanced Elevator Company hereby waives any rights to recover damages from Kendall County and/or their respective board members, elected officials, employees, insurers, agents and assigns (hereinafter “Releases”) for any injuries, liabilities, penalties, expenses (including attorney’s fees) and/or other damages sustained by Advanced Elevator Company’s officers, employees and/or agents while performing the services set forth in the Agreement. Advanced Elevator Company agrees it will defend, with counsel of Owner’s choosing, indemnify and hold harmless Releases against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which the Releases may hereafter sustain, incur or be required to pay arising out of Advanced Elevator Company’s performance or failure to adequately perform its obligations pursuant to this Agreement.

For public security purposes, Advanced Elevator Company agrees that no one shall be
assigned to perform work at Kendall County facilities on behalf of it, its consultants, contractors, subcontractors and their respective officers, employees, agents and assigns unless Advanced Elevator Company has completed a criminal background investigation for each individual performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual had a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Advanced Elevator Company agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Kendall County (Owner). Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Advanced Elevator Company and/or Advanced Elevator Company’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this Agreement, Owner shall transmit the same to Advanced Elevator Company’s on-site foreman and/or to any other member of its management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Advanced Elevator Company’s failure to take immediate action and/or to resolve the problem to the Owner’s satisfaction may result in a material breach of the Agreement.

This Agreement calls for the construction/maintenance of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors’ website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and recordkeeping duties.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Worker’s on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Advanced Elevator Company and its consultants agree to employ Illinois laborers on the Project in accordance with the Act. Advanced Elevator Company understands that the Act defines (a) “period of excessive unemployment” as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Advanced Elevator Company understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
Advanced Elevator Company and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

Advanced Elevator Company will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Advanced Elevator Company shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Workers Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (b) Employers comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000.00 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to general liability, business auto liability and excess liability insurance. Further, general liability and worker’s compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County’s failure to demand such certificate of insurance shall not act as waiver of Advanced Elevator Company’s obligation to maintain the insurance required under this Agreement. The insurance required under Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Advanced Elevator Company, nor be deemed as a limitation on Advanced Elevator Company’s liability to Kendall County in this Agreement.”

Advanced Elevator Company certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

Advanced Elevator Company shall remove from the vicinity of the work upon its
completion all surplus material or equipment belonging to Advanced Elevator Company or used under their direction within a reasonable time or as directed by Kendall County.

When applicable, Advanced Elevator Company shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq."

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both shall constitute on and the same Agreement.

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as mentioned (50 ILCS 505/1 et seq.)"

The County of Kendall and Advanced Elevator Company each hereby warrant and represent that their respective signatures set forth in the Agreement have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Advanced Elevator Company understands, and agrees, that any person who takes in, or out of, or attempts to take into, or out of, a correction facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any person therein. Advanced Elevator Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the correctional facility.

Advanced Elevator Company understands and agrees that upon the dissolution of the Kendall County Public Building Commission, all duties, responsibilities or obligations of the Public Building Commission under this agreement shall then cease pursuant to the transfer of its properties ownership to Kendall County. All other terms of this agreement shall remain in full force and effect after the transfer and Kendall County shall then be the sole property owner contracted with.

In the event that Owner is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Owners’ obligations under this Agreement during said fiscal period, Owner agrees to provide prompt written notice of said occurrence to Advanced Elevator Company. In the event of a default due to non-
appropriation of funds, Advanced Elevator Company has the right to terminate the Agreement upon providing thirty (30) days written notice to Owner. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail or courier service and received, in the case of notice to Customer, Attention: Kendall County Facilities Management Director, 804 W. John Street, Suite B, Yorkville, Illinois 60560, fax (630) 553-4204. And in the case of Advanced Elevator Company, 1585 Beverly Court, Unit 103, Aurora, Illinois 60502, fax (630) 375-9440.

Your acceptance of this Agreement at the terms, conditions, and price stated above, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

Your acceptance of this Agreement is a warranty of your authority to bind the ownership entity of the real estate upon which the equipment is located.

SUBMITTED FOR: ADVANCED ELEVATOR COMPANY

BY: [Signature]

DATE ACCEPTED: ___________ DATE APPROVED: ___________

County of Kendall FOR ADVANCED ELEVATOR COMPANY, INC. An Illinois Corporation

LEGAL NAME OR PURCHASER

BY: John Shaw By: Jerome T. Matty

TITLE: County Board Chairman TITLE: President

DATE ACCEPTED: ___________

BY: Jeff Wehrli

FOR: Kendall County Public Building Commission

TITLE: Public Building Commission Chairman
August 24, 2015

BUILDING: KENDALL COUNTY PUBLIC SAFETY BUILDING

ADVANCED ELEVATOR COMPANY proposes to furnish the material to perform the following work on One (1) Hydraulic Passenger elevators located at 1102 Cornell Lane Yorkville, IL.

The work will consist of the following:

We will furnish labor and material to install new piston and cylinder. The new cylinder will be constructed of heavy steel tubing, double bottom, and multi-pieces threaded male/female coupling that screw together insuring optimal alignment. The plunger is .195 wall thicknesses and is machined from seamless drawn over mandrel steel tubing. The plunger is also multi pieces threaded male/female couplings to prevent oil leaking from inside the unit. This replacement also includes new pit channels and buffers.

We will move the elevator to the top of the hoistway from it current location in the elevator pit, hanging the cab from chain falls to remove the piston from the elevator cab. We then will remove the existing pit channels and buffers and cut the concrete away from the cylinder. Then we will lift the cylinder from the hole. Both the piston and cylinder will be cut up and disposed of from the property by Advanced Elevator Company. Once the cylinder is removed, we will inspect to see if a casing was used during the original installation. If not, the owner will incur additional costs (see note below). We will remove spoils from the existing hole with a vacuum truck and install a new cylinder with a PVC sock and plum the cylinder. Install the new piston to bottom of the elevator platen plate; disconnect the elevator from the chain falls. Install the pit equipment, fill the tank with new oil and run the elevator, adjust for proper operation and conclude with a pressure test.

NOTE:
The above proposal is based on the cylinder being cased the full length of the existing hole and back filled with sand and a plum hole. If the hole is not cased or if the existing hole is not large enough to install new protection required by code or if the hole caves in
at that time and the cylinder cannot be installed due to these scenarios, it will be the owner’s responsibility to pay all expenses to have the hole drilled and cased, on a time and material basis. The redrilling of the hole is based upon encountering soil free from and physical obstruction or hindrance below the surface of the ground including, but not limited to, rocks, boulders, wood, metal, pilings, water, quicksand, caves, foundations, tunnels, utilities, granite, overburden gravel or any other foreign material, while drilling the hole. Owner will provide Advanced Elevator Company with written authorization to utilize and required special excavation equipment and will compensate Advanced Elevator Company over and above the proposed price. The owner will be responsible for supplying adequate water and electricity for drilling the hole. An hourly rate, for the time and material, would be $475.00 per hour, until the hole is completed. If the hole is not cased and requires additional work, at time and material, that billing will be due at completion of the said work.

Should Advanced Elevator Company determine that any currently unforeseen work must be done pursuant to this paragraph, then it shall provide a written quote to Kendall County for their review and approval prior to beginning such additional work.

ADVANCED ELEVATOR COMPANY Material has a life time guarantee. This price is good for sixty (60) days.

All work performed during regular working hours of the elevator trade and our men are to have uninterrupted use of the elevator, while performing this work.

Our price, including labor and material, is TWENTY NINE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS ($29,877.00) payable, as follows 50% down, remainder due at completion.

NOTE: VACUUM TRUCK IS INCLUDED IN CONTRACT PRICE.

SUBMITTED BY: [Signature]

DATE ACCEPTED: ________________ DATE APPROVED: ________________

KENDALL COUNTY ADVANCED ELEVATOR COMPANY

BY: ________________________ BY: ________________________

TITLE: ________________________ TITLE: ________________________
KENDALL COUNTY PUBLIC BUILDING COMMISSION

DATE ACCEPTED: ______________

BY: __________________________________

FOR: Kendall County Public Building Commission

TITLE: Public Building Commission Chairman
ADDENDUM
Kendall County of Illinois, a unit of local government
Public Safety Building
1102 Cornell
August 24, 2015

Advanced Elevator Company shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless the County, including the County’s past, present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the work to be performed by Advanced Elevator Company and its employees and agents retained to perform work on the elevators described herein, or arising in any manner out of Advanced Elevator Company’s performance or alleged failure to perform its obligations pursuant to this Agreement.

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Advanced Elevator Company, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 04 of the Federal Rehabilitation Act, and all applicable rules and regulations.
All services to be undertaken by Advanced Elevator Company shall be carried out by competent and properly trained personnel of Advanced Elevator Company to the highest standards and to the satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers’ and equipment supplier’s specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Advanced Elevator Company hereby acknowledges and agrees that it is an independent contractor and not an agent or employee of Kendall County. Advanced Elevator Company understands and agrees that it is solely responsible for paying all wages, benefits and any other compensation due and owing Advanced Elevator Company’s officers, employees and agents in the performance of services set forth in the Agreement. Advanced Elevator Company further understands and agrees that it is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for its officers, employees and/or agents who perform services as set forth in the Agreement. Advanced Elevator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Advanced Elevator Company, officers, employees and agents. Advanced Elevator Company hereby waives any rights to recover damages from Kendall County and/or their respective board members, elected officials, employees, insurers, agents and assigns (hereinafter “Releasees”) for any injuries, liabilities, penalties, expenses (including attorney’s fees) and/or other damages sustained by Advanced Elevator Company’s officers, employees and/or agents while performing the services set forth in the Agreement. Advanced Elevator Company agrees it will defend, with counsel of Owner’s choosing, indemnify and hold harmless Releasees against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which the Releasees may hereafter sustain, incur or be required to pay arising out of Advanced Elevator Company’s performance or failure to adequately perform its obligations pursuant to this Agreement.

For public security purposes, Advanced Elevator Company agrees that no one shall be assigned to perform work at Kendall County facilities on behalf of it, its consultants, contractors, subcontractors and their respective officers, employees, agents and assigns unless Advanced Elevator Company has completed a criminal background investigation for each individual performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual had a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Advanced Elevator Company agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Kendall County (Owner). Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Advanced Elevator Company’s Consultants and/or subcontractors to remove any individual from preforming any further work under this agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this
Agreement, Owner shall transmit the same to Advanced Elevator Company’s on-site foreman and/or to any other member of its management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Advanced Elevator Company’s failure to take immediate action and/or to resolve the problem to the Owner’s satisfaction may result in a material breach of the Agreement.

This Agreement calls for the construction/maintenance of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and recordkeeping duties.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Worker’s on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Advanced Elevator Company and its consultants agree to employ Illinois laborers on the Project in accordance with the Act. Advanced Elevator Company understands that the Act defines (a) “period of excessive unemployment” as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Advanced Elevator Company understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

Advanced Elevator Company and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

Advanced Elevator Company will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Advanced Elevator Company shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Workers Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (b) Employers comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per
occurrence and $2,000,000 aggregate (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000.00 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to general liability, business auto liability and excess liability insurance. Further, general liability and worker’s compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County’s failure to demand such certificate of insurance shall not act as waiver of Advanced Elevator Company’s obligation to maintain the insurance required under this Agreement. The insurance required under Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Advanced Elevator Company, nor be deemed as a limitation on Advanced Elevator Company’s liability to Kendall County in this Agreement.

In the event that Owner is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Owners’ obligations under this Agreement during said fiscal period, Owner agrees to provide prompt written notice of said occurrence to Advanced Elevator Company. In the event of a default due to non-appropriation of funds, Advanced Elevator Company has the right to terminate the Agreement upon providing thirty (30) days written notice to Owner. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail or courier service and received, in the case of notice to Customer, Attention: Kendall County Facilities Management Director, 804 W. John Street, Suite B, Yorkville, Illinois 60560, fax (630) 553-4204. And in the case of Advanced Elevator Company, 1585 Beverly Court, Unit 103, Aurora, Illinois 60502, fax (630) 375-9440.

Your acceptance of this Agreement at the terms, conditions, and price stated above, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

Your acceptance of this Agreement is a warranty of your authority to bind the ownership entity of the real estate upon which the equipment is located.

Advanced Elevator Company certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this agreement as a result of a violation of either 720ILCS 5/33E-3or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court cost arising out of any action or claim to enforce the provisions of the Agreement. In awarding attorney fees, the Court shall not be bound by any court fee schedule, but shall in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

Advanced Elevator Company shall remove from the vicinity of the work upon its completion all surplus material of equipment belonging to Advance Elevator Company or used under their direction within a reasonable time or as directed by Kendall County.

When applicable, Advanced Elevator Company shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to know” law, 820 ILCS 255/et seq., 820ILCS 220/.01 et seq. and ILCS 225/0.1 et seq.

This agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Payment shall be made in accordance with the Illinois local Government Prompt Payment Act. As amended (50ILCS 505/1 et seq.)

The County of Kendall and Advanced Elevator Company each hereby warrant and represent that their respective signatures set forth in the Agreement have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

Advanced Elevator Company understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Advanced Elevator Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the correctional facility.

Advanced Elevator Company understands and agrees that upon the dissolution of the Kendall County Public Building Commission, all duties, responsibilities or obligations of the Public Building Commission under this agreement shall then cease pursuant to the
transfer of its properties ownership to Kendall County. All other terms of this agreement shall remain in full force and effect after the transfer and Kendall County shall then be the sole property owner contracted with.
# Maintenance Agreement

## Customer Information

- **Sold to Acct #:** 000026040B
- **Name:** KENDALL COUNTY OF
- **Addr/Dept:** STE B
- **City:** YORKVILLE
- **State:** IL
- **Zip:** 60560-6271
- **Tax Exempt Customer?** Yes
- **PO Required?** Yes
- **Tax Exemption Number:** E9696-6003-07
- **Tax Exemption Certificate must be attached when applicable.**

## Coverage / Billing Options

- **Coverage Options:**
  - **Select Options:**
    - Supply Inclusive
    - After Hours Service - Requires After Hours Agreement
    - Decline Digital Connected Support*

- **Billing Options:**
  - **Initial Term in Months:** 36
  - **Flat Rate Frequency:** Quarterly
  - **Meter Frequency:** Quarterly
  - **Aggregate Volume:** B/W
  - **Effective Date:** On Install
  - **Billing Day:** Selected by KMBS

## Maintenance Pricing

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## Comments

- **MAINTENANCE TERMS IS LESS THAN 36 MONTHS, REQUIRE APPROVAL OF THE RVP SERVICE**
- **PCP COMMENTS -**
  - BLACK AND WHITE COST PER COPY RATE WILL BE LOCKED IN FOR THE FIRST 36 MONTHS AT .007 AND COLOR LOCKED IN FOR 36 MONTHS AT .07.

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**For Internal Use**

- **Originating:** 2448071
- **Order Tazing:** 2448071
- **Servicing:** 2448071
- **Sales Rep Name:** JACOB MARTIN
- **Sales Rep Email Address:** JACOB.MARTIN@KMBS.KONICAMINOLTA.US
- **Service District:** 24404
- **Processed:** 3/2/2015
- **Branch:** 100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

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**Form:** 1011-090115-0S
## Maintenance Agreement

**Additional Equipment - Schedule B**

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**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

100 Williams Drive, Ramsey, NJ 07446  (201) 625-4000  www.kmbss.konicaminolta.us

Form: 1011B-090115-QS
COUNTY OF KENDALL, ILLINOIS  
BUDGET & FINANCE COMMITTEE  
Meeting Minutes for Thursday, September 10, 2015

Call to Order  
The Budget and Finance Committee was called to order by Chair John Purcell at 7:02p.m.

Committee Members Present: Bob Davidson, Elizabeth Flowers, Scott Gryder, Matthew Prochaska, John Purcell

Others Present: Latreese Caldwell, Undersheriff Harold Martin, RaeAnn VanGundy, Jeff Wilkins

Claims Review and Approval  
The Committee reviewed the County claims report. A motion was made by Member Gryder to forward the approval of claims in an amount not to exceed $330,615.27, second to the motion by Member Prochaska.  With all members in agreement, the motion carried.

Department Heads and Elected Official Reports

Undersheriff Harold Martin, Sheriff’s Office – No report

RaeAnn VanGundy, Health Department – Ms. VanGundy answered questions about the Health Department Press Conference being held in the WIC classroom of the Health Department on Monday, September 14, 2015 at 1:00 p.m. to discuss the “Impacts of the State Budget Crisis on the Future of your Local Community Services”. The committee questioned why the County Board was not made aware of the event earlier, and stated that they do not want any employee, office or department holding press conferences about how they are impacted by a potential state budget, without prior discussion/review/approval by the County Board. Ms. VanGundy said that the committee will have more of an idea of how the crisis will impact the Health Department, at the Budget Presentations on Friday, and that she would inform Dr. Tokars of the County board members concerns.

Items from Other Committees - None

Items of Business

- FY2016 Budget – Latreese Caldwell provided the preliminary projection for the FY2015 year-end, which shows an approximate $750,000 deficit. Ms. Caldwell said we are trending down in the expenditures of staffing turnover and attrition, which decreases personnel and health care costs.

Jeff Wilkins informed the committee of the insurance predictions for FY2016.

The committee continued discussions on the budget deficit, possible ways to reduce the deficit, and the budget presentations scheduled for Friday.
- **Courthouse & Jail Security System Funding** - Item tabled to a future meeting
- **Hiring Freeze Discussion** - Item tabled to a future meeting
- **Staffing** - Item tabled to a future meeting

**Old Business** – None

**Public Comment** – None

**Questions from the Media** – None

**Items for Committee of the Whole** – None

**Executive Session** – None needed

**Action Items for County Board**

- Approval of claims in an amount not to exceed $330,615.27

**Adjournment** – Member Davidson made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. *The meeting adjourned at 8:13p.m.*

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk
MEETING MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 12:00 p.m.

2. **Members Present:** Elizabeth Flowers, Matthew Prochaska, Scott Gryder, John Purcell, Bob Davidson

3. **Members Absent:**

   **Others Present:** Latreese Caldwell, Bob Jones, Jeff Wilkins

4. **Budget:** Latreese Caldwell alerted the committee to the new deficit and the levy calculations, and any changes made by the Finance Committee from the August 28, 2015 Budget Presentation. Mr. Purcell stated that the county was informed that the health care insurance is estimated to increase 24 percent for FY2016, primarily due to increased usage, some extremely large claims, some ongoing long-term claims and an aging workforce.

5. **Review of Budgets:**

   **Chris Mehochko, Regional Office of Education** – Mr. Mehochko reviewed the Kendall County portion of their budget, and stated that their budget has already gone through the budget process with Grundy County. Mr. Mehochko said the primary change to his budget would be a one-time $500 increase to the three county support staff in FY2016. There would be no increase for them in FY2017. Mr. Mehochko said that they have decreased their budget each year and that technology has assisted in a decrease in postage, paper copies, etc.

Member Flowers arrived at 12:32 p.m.

**Eric Weis, State’s Attorney’s Office** – Mr. Weis reviewed his office budget and said that there was an increase in the trials and hearings. Mr. Weis said that there are currently two cases pending that will probably require significant expenditures if they go to trial, partially explaining the increase in that line item. Mr. Weis said that there is also potential for seventeen additional trials of the victims from the sexual assault case. Mr. Weis reported that he increased salaries by 2.5 percent, and explained his reasoning for the proposed increase for non-union employees. Mr. Weis also explained the reasons for stipend increases to his employees, which includes increased court calls, trials and caseloads.
**Fran Klaas, Highway Department** – Mr. Klaas provided a summary of the property tax funds for the last six years, and said they are not asking for an increase in that levy. Mr. Klaas said that they are proposing to purchase another dump truck to allow them eight plow routes due to the increased four lane roads and lanes, so they can operate more effectively. He said they propose paying $75,000 to the building fund, and using the other $25,000 for the purchase. This will allow for eight snow routes and nine trucks. He said would use more temporary help, and that there shouldn’t be a big impact on their operational costs.

**Debbie Gillette, County Clerk/Recorder/Voter Registration Offices** – Ms. Gillette reported that there is an increase in her election cost budget due to two presidential elections in 2016, mandated changes requiring registration of citizens at the polling place on election day, and satellite service at polling places to allow live record updating, and extra judges at each site due to the additional machines and set-up.

Ms. Gillette said that her publications budget has increased due to the new ownership of the Kendall County Now newspaper, and their increased pricing for legal advertisements.

Ms. Gillette stated that the 3 percent increase in salaries is for her union employees.

**Dr. Amaal Tokars, Health Department** – Dr. John Palmer, Board of Health Finance Chairman, stated that the Health Department provides many services to county residents, and that the number of FTE’s has remained flat although the county population has increased to 120,000. Dr. Palmer said that the Health Department has not hired additional personnel, but continues to cross train employees and continue to provide all services to the citizens. Dr. Palmer said that budget cuts have caused a $690,000 decrease in the Health Department budget, which causes a crisis to the county residents that utilize services such as LIHEAP, weatherization services, etc. Dr Palmer said that to balance their $3.7 million budget they have had to withdraw from their reserves by $300,000.

Dr. Tokars reviewed the mission of the County Health Department for the committee. Dr. Tokars stated that committee members and partners are a large part of their work. She said that when they met with the Health Board Finance Committee to discuss the budget presentations, there were several points they wanted to convey to the committee:

- The Health Department has very rigorous attrition strategies that they employ throughout the year on a regular basis, which permitted them to have the access of 6 months in reserve that they could use as revenue in their budget

- They have employed efficiency efforts that have essentially kept their FTE’s over the last decade rather flat.
- They do have staff raises in the budget of individual staff that are making less than $50,000 have a 4 percent raise, and others have a 3 percent raise. New Hire raises are deferred.

- They are interested in serving the health and well being of the community through their programs and services by having excellent services, they want people to be treated beautifully and they want their employees to be treated beautifully, and be an excellent employer as well. They have very aggressive attrition planning in this year’s budget.

- Health Departments have generally been set to run on the county public health levy, and they have gone to great efforts to bring in other kinds of revenue to subsidize that levy, which has assisted the county in keeping that levy flat for many years.

RaeAnn VanGundy reviewed the property tax line item, the senior citizen’s fund, a new grant for climate change, the bio terrorism grant, and contractual services. Ms. VanGundy stated that the overall increase for salaries is 1.16 percent, although some are projected at 3 to 4 percent.

Dr. Tokars explained that there grants that they have been notified they will receive, and some they continue to fight to obtain.

Discussion followed on WIC supplemental nutrition grant, the direct client assistance line item, the increase in fees for well, septic, restaurant, and the continued growth in this area.

**Gloria Mathewson, 708 Mental Health Board** – Gloria Mathewson distributed handouts relating to their budget, and reviewed their list of funding request, gave a brief description of the services offered by the agencies they are funding, and their annual plan. Ms. Mathewson said they focus on assistance to mental health, and developmental chemical substance use or abuse and developmental disabilities, to be more compliant with state statutes. Ms. Mathewson said that fewer agencies applied for assistance this year.

**Steve Barrett, Veterans Assistance Commission** – Mr. Barrett reported that between the three full-time staff members, they have 30 years combined military service, and serve 7300 Kendall County veterans, but only 1600 that have utilized the services of the Kendall County Veterans Assistance Commission. To date, they have transported 558 veterans to medical facilities, their assistance program has provided shelter, food and utility assistance to an average 19 family members each month. Mr. Barrett said that the decrease in food assistance is due to more veterans being approved to receive the State LINK assistance.
Since 2002, the office 614 VA compensation and pension claims, and as a result of these claims, Kendall County Veterans are receiving 5.7 million dollars in spendable income each year, between pension and compensation. For 2015 they have closed 56 claims this year, and have 34 currently in progress.

Mr. Barrett reported that the VAC Board approved their 2016 budget of $405,000, a total increase of $1,211, which is .3 percent. Additionally they have removed all of their previously forecasted 5 year capital expense items. Mr. Barrett plans to apply for an IDOT grant in the Spring of 2016 to replace their other vehicle.

Mr. Barrett said that because of the new law, they had 184 people that came to the American Legion on September 10, 2015 and converted their regular driver’s license to the new license that now lists them as a Veteran.

Andrew Smith, CASA - Mr. Smith, CASA Kendall County President reviewed a brief history of CASA, and the Kendall County history. Mr. Smith said in 2013, there was a national CASA mandate that stated that if a CASA has more than 30 advocates or more than 50 children, they needed a full-time advocate supervisor. Mr. Smith said they hired a part-time Advocate supervisor, and had a part-time executive director in place, but in an effort to meet the budget shortfall, they recently let their executive director go, which trims the overhead by about 50 percent. According to national guidelines, they must have an advocate supervisor, but are not required to have an executive director. Mr. Smith said that the advocate supervisor, board members and volunteers will assume some of the executive director responsibilities.

Mr. Smith said that for the first time in 17 years, it has been recommended that they do not accept all cases that come through the juvenile court system. He reported that CASA currently has 29 active advocates, and 5 advocates waiting to be assigned cases. They serve 41 families, and a total of 65 children. Mr. Smith said their goal is to provide 100 percent coverage for all children, but their current financial situation will no longer sustain that goal.

Mr. Smith said that every surrounding county around Kendall receives annual support from their County. Mr. Smith said that they continue to solicit for funds from outside sources, and host annual fundraisers. They have raised approximately $9500 in the annual sustainability fundraiser. Mr. Smith said that they continue to host the sustainability event each year, and have a softball tournament schedule this year, and have several new fundraisers planned for early in 2016.

Ken Toftoy, Coroner’s Office – Coroner Toftoy said that his budget has basically remained unchanged.

Scott Koeppel, Technology Services – Mr. Koeppel said that Mr., Laken prepared this current budget. Mr. Koeppel reviewed the proposed budget for Technology Services, and highlighted the computer maintenance software and computer
maintenance hardware line items that are increased by approximately 80 percent. Mr. Koeppel said that there are three projects that he would consider capital projects, and not an annual expense. Mr. Koeppel explained that the 20 licenses of Questica were at no cost for the first year, but that we will now have to pay for those licenses. The second is for 400 total licenses for Microsoft Office replacement in 2016. Mr. Koeppel said that the county is currently using Microsoft 2007, which will be obsolete in October 2017. Mr. Koeppel said that there is a considerable amount of time needed to install Microsoft 2016. The cycle for the county has been replacement every 10 years, and that they buy licenses that are transferable. There will be several issues if we keep 2007 for too long, one is that we upgraded our email, and it doesn’t work well with older versions of Microsoft, and the second is that there are not many options for fixing those problems. Mr. Koeppel said there are also issues of security if we continue using Microsoft 2007.

The other item under special projects is the 10 gig fiber for the campus which allows connection of all of the buildings at a faster speed at the government center. This is a future proofing effort to speed up the software at the courthouse. Mr. Koeppel said there are issues with slow speed with email and other applications at the courthouse. Mr. Koeppel said this project can be done in phases.

Discussion on the need for computer workstation replacement, the New World system for the Sheriff’s Office, and the tower at the Public Safety Center.

Mr. Koeppel reviewed the IT salaries, and stated that there has been a decrease in salaries due to the replacements of the IT Director and previous PC Technician at lower salaries. Mr. Koeppel explained that Ryan Shain has taken on more responsibility as the lead PC Technician, and has gone above and beyond what his position was previously, and that this was the reasoning given by Stan Laken and also observed by Mr. Koeppel for that requested salary increase.

GIS/Mapping - Mr. Koeppel also reviewed the GIS/Mapping budget and said the primary reason for the increase was due to the proposed aerial flight. Mr. Koeppel met with Andy Nicoletti, Chief Assessment Officer, and Don Clayton, GIS Coordinator, regarding the aerial flights, and said that Mr. Nicoletti felt that there has been enough new construction that would warrant new aerials.

Jeff Wilkins, Animal Control – Mr. Wilkins said that they recently had a large deposit of $18,000, and that he will reevaluate the budget after new staff has selected health care coverage. He said the budget does show a $15,000 transfer for building, and that the biggest increase is the transfer to the General Fund for health insurance.

County Board – Mr. Wilkins reviewed the budget, and said there are minimal changes. Mr. Wilkins said there is a proposed increase in the miscellaneous line item, an increase in the mileage line item, and a decrease in the per diem line item.
6. **Other Business** - none

7. **Public Comment** - none

8. **Executive Session** – none needed

9. **Adjournment** – Member Prochaska made a motion to adjourn the Budget Presentation, second by Member Gryder.  *With all in agreement, the meeting adjourned at 4:41 p.m.*

Respectfully submitted,

Valarie A. McClain  
Administrative Assistant/Recording Clerk
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, September 24, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:34 p.m.

Committee Members Present: John Purcell, Bob Davidson, Elizabeth Flowers, Matthew Prochaska, Scott Gryder (arrived 5:40pm)

Staff Present: Jeff Wilkins, Latreese Caldwell, Undersheriff Harold Martin, RaeAnn VanGundy, Julie Hanna

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Davidson to forward approval of claims in amount not to exceed $870,284.81 and approval of Grand Juror claims in amount not to exceed $800.00, second to the motion by Member Prochaska. With all members in agreement, the motion carried 5-0.

Items of Business

Grievance Arbitration Invoice

Mr. Wilkins explained the Sheriff’s Office forwarded an invoice from Planet Depos for a recent arbitration hearing and transcripts in the amount of $1,643.33. In previous years, the Administration budget included dollars in a line item to pay arbitration expenses as needed. However, during the budget process a few years ago, the line item was reduced to zero. Mr. Wilkins requested approval of payment for the grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations). He also requested Approval of a budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations) to cover the expense. The auditors have suggested such a budget transfer process whenever, the Board approves budget transfers between line items within the same fund.

FY2016 Budget

Mr. Wilkins presented and answered questions regarding the budgets for Administrative Services, Economic Development and Planning, Building and Zoning.

The committee reviewed the FY 2016 budget proposals, capital requests, levies, year-end projections, fund balances and fund balance policy.

Committee consensus was to schedule a special committee meeting on September 29 at 5:30pm
Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Executive Session – None

Action Items for County Board

➤ Approval of claims in amount not to exceed $870,284.81
➤ Approval of Grand Juror claims in amount not to exceed $800.00
➤ Approve payment of grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
➤ Approve budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations)

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. The meeting adjourned at 6:44p.m.

Respectfully submitted,

Jeff Wilkins
County Administrator
COUNTY OF KENDALL, ILLINOIS  
BUDGET & FINANCE COMMITTEE  
SPECIAL MEETING  
Meeting Minutes for Thursday, September 29, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:40 p.m.

Committee Members Present: John Purcell, Robert Davidson, Matthew Prochaska, Scott Gryder (arrived at 6:10)

Others Present: Sheriff Dwight Baird, Representative John Anthony, Jeff Wilkins

Claims Review and Approval - None

Department Heads and Elected Official Reports - None

Items from Other Committees
Bob Davidson, Facilities Management Chair – DewBerry Company would like a contact person from the County Board to be listed in the engineering and design contract for courthouse and jail security system. The contract will be reviewed in October 2015.

Items of Business

➢ FY2016 Budget – Latreese Caldwell provided the preliminary projection for the FY15 year-end, which shows an approximate $750,000 deficit. Ms. Caldwell said the approximate FY15 ending balance would be $14.8M and expected expenditures would be $25.8M, equating to 6.9 fund balance months. The estimated FY16 beginning balance is $14.8M and expenditures of $29.8M equates to a 4.1 month fund balance, given the current $4.56M deficit. To bring the FY16 fund balance up to the 6 month fund balance level the deficit would have to be cut by $3M. To bring the FY16 fund balance up to the 7 month fund balance level, the deficit would have to be cut by $4.56M.

Jeff Wilkins read fund general fund balance policy, “If the projected unrestricted Fund Balance Reserve is not sufficient to cover six (6) months or 50% of the projected fiscal year budget appropriated expenditures including expenses for operations and transfers-out of General Fund to debt service funds, capital funds, and reserve funds, the Kendall County Board will reduce expenditures and appropriations and/or request revenue transfers-in from other funds to increase the projected unrestricted Fund Balance Reserve for the General Fund to six (6) months or 50% of appropriated expenditures.”

Bob Davidson would like have no more than a $1.5M deficit and would like to cut $3.1M.
Matt Prochaska would like to be closer to 7 months than 6. He stated he doesn’t know what the state will do with LGDF fund.

John Purcell would like to be between 6 and 7 months fund balance.

Scott Gryder would like a balanced budget.

The committee continued discussions on the budget deficit and possible ways to reduce the deficit, including looking at the health insurance, looking at refinancing the bonds, keeping salaries flat, looking at revenues, looking at transfers in from other funds including transferring an additional $75,000 from the Public Safety Sales Tax, reducing the new hire request and a possible hiring freeze.

Matt Prochaska would like to look at which positions in Health and Human Services are required and which are grant funded.

Other Business
The Health department will pay for the Health Department’s employees. Kendall County will pay for its employee’s flu shots for FY15.

Latreese Caldwell stated the twenty (20) Loaned User Licenses for the Questica Budget system will soon expire and asked to have the approval for the purchase of 20 permanent licenses at a cost of $20,000 be sent to the County Board for approval.

Public Comment – None

Questions from the Media – None

Action Items for County Board

➤ Approval of 20 additional Questica Budget Operating License Seats for Kendall County Users

Items for Committee of the Whole – None

Executive Session – None needed

Adjournment – Member Prochaska a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder. The meeting adjourned at 8:40 p.m.

Respectfully submitted,

Latreese Caldwell
Budget Coordinator/Recording Clerk
# Questica Budget Price Quote – Kendall County IL

**Quotation ID#: 21-Sept-2015**

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Pricing Notes

Quotation ID#: 21-Sept-2015
Pricing valid though: Oct 1st, 2015

- Above pricing in US dollars
- Applicable Tax Extra
- Terms of Payment:
  o Software:
    ▪ 100% upon Contract Effective Date (Net 30)
  o Annual Maintenance & Support:
    ▪ 100% upon Contract signing (Net 30)
- Annual Maintenance and Support to be prorated to original contract effective date (26-May-2014)
Quotation General Terms and Conditions

Quotation ID: 21-Sept-2015

General Terms and Information:

Terms of Service: The services and any related software are provided under the License and Service Agreement which is hereby deemed to be fully incorporated into this quotation, whether or not attached hereto. By executing this quotation below, Customer acknowledges a) having been provided a copy of the License and Service Agreement as Exhibit A to this quotation, and b) having read the License and Service Agreement and Agrees to all its terms. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Maintenance and Support: This quotation may include Annual Product Maintenance and Support. Its cost is calculated as 23% of the current cost of licensed software, prior to discounts. This service (as detailed in the attached License and Service Agreement) is purchased on an annual basis from the date the software is purchased. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica’s obligation to provide the maintenance and support services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance Fee upon 30 days prior written notice. If may elect not to increase its maintenance and support rate in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

Acceptance of Custom Work: This quotation may include the development of Product Customization, Custom Reporting or Data import services as detailed in an attached Scope of Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee’s specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered ‘Accepted’.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

Travel Costs: Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica’s standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
Acceptance

Quote ID#: 21-Sept-2015

Authorized Signature: 

Authorized Name: 

Organization Name: 

Date: 

Upon accepting this offer, please scan and email, or fax back all pages of the signed quotation and include an authorized purchase order. Fax number: 1-866-520-8514.

QUESTICA, INC.

Authorized Signature: 

Authorized Name: 

Organization Name: Questica, Inc.

Date: 

Turning Objectives into Outcomes
INVOICE

Invoice No.: 111280
Invoice Date: 9/9/2015
Job No.: 89964

Job Data: 8/18/2015
Case No.: 

Case Name:
Grievance Arbitration of Levy, In Re

Payment Terms:
Due upon receipt

ORIGINAL TRANSCRIPT WITH INDEX OF:
Arbitration Hearing
  Processing Fee
  Shipping & Handling
(1/2) Arbitrator's Copy & Attendance Fee
Arbitrator's Transcript
  Attendance

251.00 Pages  1,091.85
35.00  35.00
25.00

251.00 Pages  371.48

120.00

TOTAL DUE >>>  $1,643.33

*** Costs for arbitrator's copy and reporter's attendance split evenly amongst both parties, this invoice represents your firm's portion. ***

Due upon receipt and is not contingent on client payment.

For your convenience we now accept payments via wire transfer.
Account Number: 1048289  Wire Routing Number: 055003528
We accept all major credit cards, subject to a 3% fee.

For billing questions, please email billing@planetdepos.com or call 888.433.3767. Invoice disputes must be brought to our attention within 30 days of receipt. Thank you for your business.

Tax ID: 26-3280557

Please detach bottom portion and return with payment.

Leslie Johnson, Esquire
Assistant State's Attorney - Kendall County, Illinois
807 John Street
Yorkville, IL 60560

Invoice No.: 111280
Invoice Date: 9/9/2015
Total Due: $1,643.33

Remit To: Planet Depos, LLC
485 East Gates Drive
Suite 208
Rockville, MD 20850

Job No.: 89964
BU ID: 36-CHI-R
Case No.: 
Case Name: Grievance Arbitration of Levy, In Re
Wednesday, September 16, 2015 at 4:00PM
County Office Building
County Board Rooms 209-210
111 W. Fox Street; Yorkville IL

MEETING MINUTES

**Call to Order** – The meeting was called to order by Committee Chair Jeff Wehrli at 4:00p.m.

**Roll Call**
Committee Members Present: Lynn Cullick - here, Jeff Wehrli - here, Matthew Prochaska - here, John A. Shaw - yes. Chair Jeff Wehrli asked County Board Chair John Shaw to sit in on the committee meeting to ensure that a quorum was present. **A quorum was established to conduct committee business.**

Committee Members Absent: Elizabeth Flowers, John Purcell

Others present: Dr. Gary Schlapp, Jeff Wilkins

*Michael Mulvaney arrived at 4:08p.m.; State’s Attorney Eric Weis arrived at 4:10p.m.*

**Approval of Agenda** – Motion made by Member Prochaska to approve the agenda, second by Member Cullick. **With all in agreement, the motion carried.**

**Approval of Minutes** – Member Cullick made a motion to approve the August 19, 2015 meeting minutes, second by Member Prochaska. **With all in agreement, the motion carried.**

**New Business**

*Authorize reissuance of Animal Control Credit Card with $1500 limit* – Jeff Wilkins asked that a credit card be reissued for the Animal Control department.

**Roll Call:** Member Prochaska – aye, Member Cullick – yes, Member Shaw – aye, Member Wehrli – yes. **With all in agreement, the motion carried.** Mr. Wilkins will contact the Treasurer to arrange for the credit card to be issued.

**Operations Report** – Jeff Wilkins informed the committee that three part-time staff have recently been hired. Mr. Wilkins also reviewed the operations and financial reports with the committee.
Census Report – Michael Mulvaney reviewed the July and August census and bite/euthanasia reports with the committee.

<table>
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<th>JULY</th>
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<th>JULY</th>
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</tr>
<tr>
<td>Reclaimed:</td>
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</tr>
<tr>
<td>Euthanized:</td>
<td>1 (behavioral)</td>
<td>1 (behavioral)</td>
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Bite Report

July - 29 Total: 25 Dogs 3 Cats 1 Prairie Dog
August - 17 Total: 15 Dogs 2 Cats

Visitors

July: 86 August: 130 September to Date: 47

UPCOMING EVENTS

9/21/2015 Monthly Staff Meeting
9/29/2015 Volunteer Orientation

Items for the County Board – None

Public Comment – None

Executive Session – Member Cullick for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity 5 ILCS 120/2 (c) (1), second by Member Prochaska.

Roll Call – Member Wehrli - yes, Member Prochaska – aye, Member Cullick – yes, Member Shaw – aye. With all present in agreement, the committee entered into Executive Session 4:28pm.

Committee Members Absent: Elizabeth Flowers, John Purcell

Others Present: Dr. Gary Schlapp, State’s Attorney Eric Weis, Jeff Wilkins
Member Cullick made a motion to reconvene into open session, second by Member Prochaska.  **With all in agreement, the meeting reconvened in open session at 5:09p.m.**

**Adjournment** – Member Prochaska made a motion to adjourn the meeting, second to the motion by Member Shaw.  **With all in agreement, the meeting was adjourned at 5:11p.m.**

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, September 21, 2015
Meeting Minutes

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

ROLL CALL
Committee Members Present: Matthew Prochaska - here, Dan Koukol – here, Judy Gilmour – here

Member John Purcell arrived at 9:04 a.m.

Committee Members Absent: Elizabeth Flowers

Others Present: Dr. Amaal Tokars, KC Health Department Executive Director, Steve Curatti, Kendall County Health Department Program Administrator, Glenn Campos, Human Resources Coordinator

APPROVAL OF AGENDA – Member Prochaska made a motion to approve the agenda, seconded by Member Koukol. With all in agreement, the motion passed.

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the July 20, 2015 meeting minutes, second by Member Koukol. With all in agreement, the motion passed.

STATUS REPORTS

☐ Health Department – Steve Curatti, Health Department Program Administrator, reviewed the 2015 West Nile Surveillance Update including the number of mosquito test traps set in Kendall County, the number of tests run on mosquitoes, the positive results of the testing, other animals testing positively for West Nile disease, prevention for people, property and pets, the kinds of diseases carried by mosquitoes, as well as ticks and the symptoms and prevention of lyme disease.

Dr. Tokars emphasized the importance of continuing to monitor the relationship between the environment and the diseases that might result from elements in the environment.

☐ Soil & Water – Dan Koukol reported that the Soil & Water District continues to work diligently on their budget due to various state cuts, and that they do not plan to replace the administrative assistant position that is currently vacant. Mr. Koukol...
stated that more citizens are utilizing the district services, due to more familiarity of the district and what they offer to local citizens, schools, farmers, municipalities and the county zoning office.

- Water Related Groups – No report

- Other Reports – Human Resources: Wellness Update – Glenn Campos provided information on the upcoming wellness screenings being held on Thursday, September 24, and Friday, September 25, 2015 at the County Health Department.

OLD BUSINESS – None

NEW BUSINESS - None

PUBLIC COMMENT – None

ACTION ITEMS – None

EXECUTIVE SESSION – None Needed

ADJOURNMENT- Member Prochaska made a motion to adjourn the meeting, Member Purcell seconded the motion. With all in agreement, the meeting was adjourned at 9:58a.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Call to Order
The Committee of the Whole was called to order by County Board Chair John A. Shaw at 4:00p.m.

Roll Call
Board Members Present: Jeff Wehrli - here, Scott Gryder – here, Bob Davidson - yes, Judy Gilmour - here, John Shaw - aye, Dan Koukol – aye, Matthew Prochaska – aye

Member Purcell arrived at 4:04p.m.; Member Cullick arrived at 4:12p.m. and Member Flowers arrived at 5:20p.m.

Others Present: David Berault, Leslie Johnson, Joe Lolves (Kane County State’s Attorney’s Office), Jim Pajauskas (CBIZ), Joe Roberts (1st Insurance Group), Rich Ryan (Wine Sergi), Bill Spring (IPMG), Kathy Watson (Kane County State’s Attorney’s Office), Eric Weis and Jeff Wilkins

Executive Session - Member Davidson made a motion to enter into Executive Session for the purpose of litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting 5 ILCS 120/2 (c) (11), second by Member Gryder.

Roll Call: Member Gryder – yes, Member Davidson - yes, Member Gilmour - yes, Chairman Shaw - aye, Member Koukol – yes, Member Prochaska – aye, Member Wehrli – yes. With all in agreement, the committee entered into Executive Session at 4:02p.m.

State’s Attorney Eric Weis, Assistant State’s Attorney’s Leslie Johnson and David Berault excused themselves from this portion of the Committee of the Whole meeting.

Others Present: Joe Lolves, Kathy Watson, Jeff Wilkins

Member Wehrli made a motion to reconvene into Open Session, second by Member Gryder. With all in agreement the committee reconvened in Open Session at 4:27p.m.

Items of Business

Kendall/Kane Juvenile Detention Inter-Governmental Agreement – Member Prochaska reviewed the agreement for the committee and stated this is a renewal of an existing contract between the two counties. Member Prochaska made a motion to forward to the County Board, second by Member Cullick.
Roll Call: Member Purcell – yes, Member Gryder – yes, Member Prochaska – aye, Member Cullick – yes, Member Wehrli - yes, Chairman Shaw - aye, Member Davidson – yes, Member Gilmour – yes, Member Koukol – yes Motion carried.

- **Insurance Discussion** – Member Cullick reported there was discussion at the last Admin HR committee meeting regarding insurance self-funding, and that the committee felt it was important to include the full board in the discussion. Member Cullick invited Bill Spring from IPMG to provide a basic overview of self-funding options. Mr. Spring distributed information regarding health benefits and advantages of self-funding, and described his company’s mission and how they can assist the county with health and dental plan design, flexibility and control, accessing the availability of multiple provider networks, detailed reporting on claims, reinsurance, administration and other fees, and the capability to fully self-manage the health and dental plans. Mr. Spring said that IPMG would be the TPA (administrator/manager) of the county’s claims, billing, and plan design services. Mr. Spring said that they would assist the county in setting a rate structure, and that the county would maintain/manage the premium funds.

- **Discussion on Organizational Chart** – Chairman Shaw reminded the committee of the lack of an approved county organizational chart. Mr. Shaw stated that the Technology/GIS Department is not listed on an organization chart from October 2012 as reporting to the County Board or any board committee, but simply to the County Administrator. Ms. Johnson said in her research for the HR Audit, she was unable to find an approved resolution, ordinance or any type of approval. Ms. Johnson said she was told by the HR Coordinator that the 2012 organizational chart was created and posted to the website by Administrative Services for transparency. Member Gilmour stated that she believes that the Board Rules of Order says that Technology reports to the County Board Admin HR Committee. Ms. Johnson said that the employee handbook states that department heads serve at the pleasure of the County Board. She said that the chart that is on the county website shows that there is a reporting structure for those department heads to report to the County Administrator which is a conflict to the employee handbook.

Ms. Johnson said the best place to start would be to review and revise the employee handbook, and continue working on the other issues from there. There was consensus that the issues of the employee handbook, organizational chart and forms will be discussed further by the Admin HR.

Chairman Shaw called for a brief break, and left the meeting at 5:27p.m. Vice Chair Scott Gryder reconvened the meeting at 5:32p.m.

- **Preliminary Best Practices Audit Findings Presentation** – Assistant State’s Attorney Leslie Johnson continued with a preliminary review of her findings after conducting an HR Audit. Ms. Johnson stated that the HR Audit simply indicates where the county is non-compliant or clearly in violation of federal and state laws.
Public Comment - None

Questions from the Media – None

Items for the County Board – Approval of the Kendall/Kane Juvenile Detention Inter-Governmental Agreement

Chairman’s Report – None

Review Draft Board Agenda – Vice Chairman Gryder asked the committee to review the proposed Board agenda and make any changes or additions. There were no changes needed.

Adjournment – Member Cullick moved to adjourn the meeting, seconded by Member Gilmour. There being no objection, the Committee of the Whole was adjourned at 6:53 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary