



COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE
KC Office Building, 111 W. Fox Street
County Board Rm 210; Yorkville
Wednesday, March 17, 2021 at 5:30p.m.

MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Dan Koukol, Robyn Vickers
- 3. Approval of Agenda**
- 4. Approval of Minutes from March 1, 2021**
- 5. Department Head and Elected Official Reports**
- 6. Public Comment**
- 7. Committee Business**
 - *2020 Year End Presentation – Alliant Mesirow Insurance*
 - *Discussion of Kendall County Copier Lease Contract*
 - *Approval of Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement*
 - *Approval of Resolution Extending the Agreement with Voluntary Action Center of Northern Illinois to run the Kendall Area Transit program*
- 8. Executive Session**
- 9. Items for Committee of the Whole**
- 10. Action Items for County Board**
- 11. Adjournment**

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 309-248-0701](#)
Phone Conference ID: 504 952 977#

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

**COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING MINUTES
Monday, March 1, 2021**

CALL TO ORDER – Chair Elizabeth Flowers called the meeting to order at 5:30pm.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Present		
Scott Gengler	Here		
Judy Gilmour	Here		
Dan Koukol	ABSENT		
Robyn Vickers	Here		

Employees in Attendance: Suzie Gonzalez, Arissa Hunt, Scott Koeppel, Tracy Page

APPROVAL OF AGENDA – Motion made by Member Gilmour, second by Member Gengler to approve the agenda.

ROLL CALL VOTE

Committee Member	Vote
Scott Gengler	Yes
Judy Gilmour	Yes
Robyn Vickers	Yes
Elizabeth Flowers	Aye

With four members voting aye, the motion passed by a 4-0 vote.

APPROVAL OF MINUTES – Motion made by Member Gengler, second by Member Gilmour to approve the February 17, 2021 minutes.

ROLL CALL VOTE

Committee Member	Vote
Judy Gilmour	Yes
Robyn Vickers	Yes
Elizabeth Flowers	Aye
Scott Gengler	Yes

With four members present voting aye, the motion passed by 4-0 vote.



To: Scott Koepfel
Latreese Caldwell

From: Mike Neuenkirchen, Program Director, KAT

Date: March 12, 2021

RE: SFY22 5311 Application and Resolution

The Voluntary Action Center, in conjunction with Kendall County Administration, is preparing an application on behalf of Kendall Area Transit to secure up to \$55,578.00 in Federal and \$1,300,000.00 in State of Illinois transit operating assistance. As part of the process, IDOT requires the Kendall County Board to hold a public hearing on the project and pass a resolution that authorizes the submittal of an application for the project.

This grant, under the auspices of the Federal Transit Administration's 5311 program, offers transit operators in rural counties the ability to receive reimbursement for the costs involved in providing transportation for public ridership in the KAT service area.

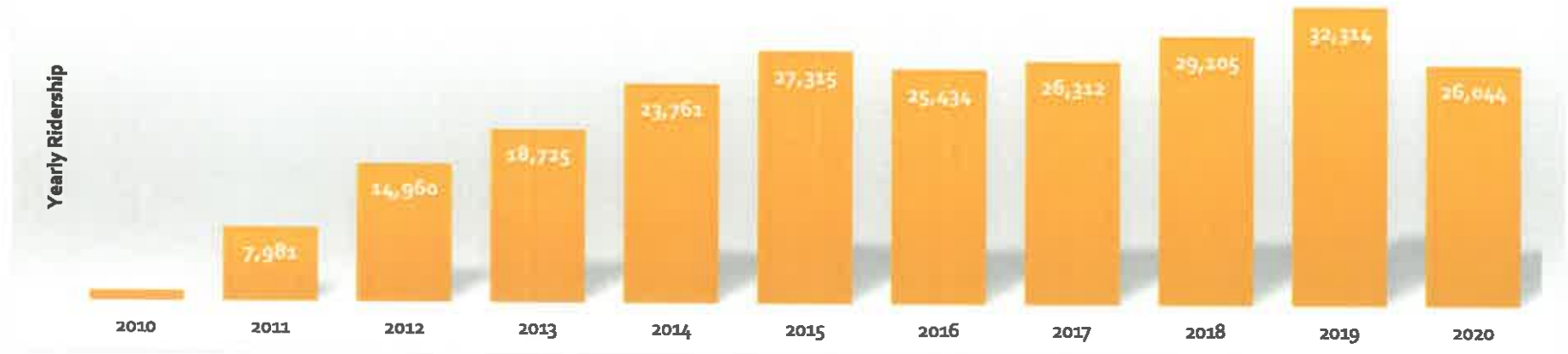
Our intention is to have the resolution and public hearing notice presented to the Admin/HR committee on 3/17/21 for final submission to the full board on 4/7/21.

I have included historical KAT ridership growth information for reference.

If you have any questions regarding this grant application, please contact me.

KAT Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Paratransit Totals	1,096	7,981	14,960	18,725	23,761	27,315	25,434	26,312	29,105	32,314	26,044
Ridership Percentage Change			87%	25%	27%	15%	-7%	3%	11%	11%	-19%

KAT Fiscal Yearly Growth



*2020 program year impacted by ridership decreases due to COVID

PUBLIC COMMENT – None

COMMITTEE BUSINESS

- *2020 Year End Presentation* – Mike Wojcik from The Horton Group reviewed the 2020 plan review year, state of the health market due to Covid-19, plan performance, current employee demographics, prescription performance results, premium and deductible statistics, trends, future considerations and 2022 renewal strategy.
- *Discussion and Approval of Employee Recognition Event* – Mr. Koeppel stated that the County Board hosts two annual events each year for employee recognition: one is a picnic or luncheon as Employee Appreciation usually held in September or October; and the other is recognition and presentation of Employee Service Awards. Mr. Koeppel stated that with Covid-19 Administration

Valarie McClain reported that due to Covid-19, last year's events took on a different look and feel. For the Appreciation "picnic", individuals in each office or department were able to select their lunch from a local restaurant menu, and then lunches were delivered on a specified date. Ms. McClain stated that this worked well for smaller offices, but that some larger offices in the Courthouse that are on very tight schedules due to court/trials, did not receive their lunches until well after the requested time.

Ms. McClain reported that she created a "Spirit Store" similar to those used by schools with Imagination Print & Design that had a selection of varying items for employees to choose from based on their level of service years. Employees were pleased with the opportunity to select their own awards, and there was 100-percent participation, and employees could choose traditional plaques or trophy type awards, or non-traditional type awards such as shirts, jackets, duffel bags, backpacks, beach bags, or blankets, all that could be embroidered or etched with the County logo and years of service.

There was discussion of enacting the Imagination Store in the spring and then recognize employees at a future County Board meeting. The committee would like to proceed in the next few months.

The committee will discuss these items again at a future meeting.

- *Discussion of Families First Coronavirus Response Act (FFCRA)* – Mr. Koeppel briefed the committee on the FFCR Act that expired at the end of 2020. Mr. Koeppel said the Act had to deal with emergency paid sick leave or time-off. Mr. Koeppel stated that the County has not been implementing this policy, and that the County might have to respond retroactively. Currently, employees have used their own personal or sick time.

There was consensus by the committee to not take any action on this item, or extend the Act.

EXECUTIVE SESSION – Not Needed

ITEMS FOR COMMITTEE OF THE WHOLE – None

ACTION ITEMS FOR COUNTY BOARD - None

ADJOURNMENT – Member Gengler made a motion to adjourn the meeting, second by Member Gilmour.

ROLL CALL VOTE

Committee Member	Vote
Robyn Vickers	Yes
Scott Gengler	Yes
Elizabeth Flowers	Aye
Judy Gilmour	Yes

With four members present voting yes the meeting adjourned at 6:59p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

MONTHLY ADMINISTRATION / HR SUMMARY REPORT

March 1, 2021

W.C. Claims Expense (12/1/20 - 11/30/21)				
	2018-19 Policy	2019-20 Policy	2020-21 Policy	Total Claims
December	\$ 752	\$ 20,665		\$ 21,416
January	3,312	18,285	2,725	24,322
February	595	6,779	9,798	17,173
March				0
April				0
May				0
June				0
July				0
August				0
September				0
October				0
November				0
Total Claims Expense	\$ 4,659	\$ 45,730	\$ 12,523	\$ 62,911

PEDA Payments (Included In Total Claims Expense)

PEDA Reimbursements YTD \$ 2,691 \$ 9,554

W.C. Annual Premium \$ 175,442 \$ 156,177 \$ 135,981

Self Insured Retention (SIR)

Self Insured Amount \$ 250,000 \$ 250,000 \$ 250,000

No. of claims >\$250k	0	0	0
No. of claims >\$100k & <\$250k	0	0	0
No. of claims <\$100k	27	59	8
Total claims paid	27	59	8

W.C. Claims

	2018-19 Policy	2019-20 Policy	2020-21 Policy
W.C. Claims paid prior year	\$ 201,508	\$ 34,928	\$ 29,429
W.C. Claims paid current year	4,659	45,730	12,523
Total claims paid	\$ 206,167	\$ 80,658	\$ 41,952

Workers' Comp. Claims	2018-19 Policy	2019-20 Policy	2020-21 Policy	
	Prior Year Total	Prior Year Total	DEC-JAN	FEB
Administration		1		
Animal Control	2	4	3	
Circuit Clerk	1	2		
Coroner				
County Clerk				
Facilities	1	3	1	
Forest Preserve	3			
Health Dept.	2	1		
Highway	2	1		
Judiciary				
PBZ		1		
Probation		1		
Public Defender				
Sheriff - Corrections	4	25	3	1
Sheriff - Patrol/Admin	10	18		
State's Attorney	1	1		
Technology				
VAC	1	1		
Totals	27	59	7	1

Property Claims (12/1/20 - 11/30/21)	Policy Year	
	Insurance	Total Claims
01/07/2021 Toyota Camry 2012 (closed)		
01/14/2021 Ford Fusion 2013 (closed)		
		-
Total Claims Expense	\$ -	\$ -

**Illinois Counties Risk Management Trust
Claims Analysis
3/1/2021**

Worker's Compensation - Current Year

FY20-21 Worker's Compensation

	Incident Date	Department/Office	Status	Paid
1	12/1/2020	Animal Control	open	299
2	1/11/2021	Animal Control	open	-
3	12/19/2021	Sheriff	closed	578
4	12/29/2020	Sheriff	open	602
5	1/11/2021	Sheriff	closed	1,086
6	2/10/2021	Sheriff	open	-
7	1/22/2021	Maintenance	open	-
8	12/3/2021	Corrections	open	185
9	1/2/2021	Corrections	open	8,468
10	1/3/2021	Corrections	open	1,306
Total FY20-21 Claims				\$ 12,523

Worker's Compensation - Prior Years

FY19-20 Worker's Compensation

	Incident Date	Department/Office	Status	Paid
1	7/25/2020	Animal Control	open	\$ 22,317
2	9/10/2020	Highway	closed	4,403
3	4/2/2020	Corrections	re-opened	19,656
4	4/11/2020	Corrections	re-opened	4,309
5	9/27/2020	Corrections	closed	31,059
6	11/7/2020	Corrections	open	-
7	11/25/2020	Corrections	closed	1,064
8	11/29/2020	Corrections	open	1,627
9	11/5/2020	Corrections	re-opened	75
10	7/14/2020	Sheriff	re-opened	13,275
Total FY19-20 Claims				97,785

2018-19 Policy

1	2/17/2019	Sheriff	open	90,953
2	7/22/2019	Sheriff	re-opened	1,666
3	5/23/2019	VAC	open	41,406
Total FY18-19 Claims				134,025

2017-18 Policy

1	12/13/2017	Sheriff	open	23,100
Total FY17-18 Claims				23,100

Total Prior Year's Active Claims \$ 254,910

Property & Casualty

Auto PD - Current Year

FY20-21 Auto PD

	Incident Date	Department/Office	Status	Paid
1	1/7/2021	Sheriff	closed	\$ -
2	1/14/2021	Sheriff	closed	\$ -
Total FY20-21 Claims				\$ -

Auto PD - Prior Years

FY16 -17 Auto PD

	Incident Date	Department/Office	Status	Paid
1	12/16/2016	Sheriff	re-opened	\$ 2,811
Total FY16-17 Claims				\$ 2,811

General Liability - Current Year

FY20-21 General Liability

	Incident Date	Department/Office	Status	Paid
1				
Total FY20-21 Claims				\$ -

General Liability - Prior Years

FY18-19 General Liability

	Incident Date	Department/Office	Status	Paid
1	10/2/2019	Sheriff	open	\$ -
Total FY18-19 Claims				-

FY17-18 General Liability

1	8/4/2018	Sheriff	open	11,690
Total FY17-18 Claims				11,690

FY15-16 General Liability

1	8/9/2016	Sheriff	open	\$ 59,123
Total FY15-16 Claims				59,123

Total Prior Year's Active Claims \$ 70,813.06

COUNTY OF KENDALL, ILLINOIS
Resolution 21- _____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

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

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

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

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

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

Section 1. That Kendall County finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Office of Intermodal Project Implementation, Department of transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2022 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.

Section 3. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.

Section 4. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County such application.

Section 5. That the Kendall County Board acknowledges the Acceptance of Special Warranty, and understands as a condition of receipt of funds under 49 U.S.C. 5311 funds, that 49 U.S.C. 5311(b) requires fair and equitable arrangement must be made to protect the interest of employees affected by assistance.

Section 6. That the Kendall County Board Chairman of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 7. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement,

if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2022.

Section 8. That the Kendall County Administrator of Kendall County is authorized to furnish such additional 2021 information as may be required by the Office of intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 9. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this 7th day of April.

Approved:

Attest:

X

Scott R. Gryder, County Board Chairman

X

Debbie Gillette, County Clerk and Recorder

18-15

RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)

WHEREAS Kendall County and Voluntary Action Center of DeKalb (collectively, the "Parties") entered into an AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1) on July 07, 2015 (the "Contract", attached as Exhibit A); and

WHEREAS Voluntary Action Center of DeKalb ("VAC") has been an exemplary partner in operating and expanding the Kendall Area Transit ("KAT") program; and

WHEREAS the KAT program is essential for developing the in improving quality of life in the County, especially amongst seniors and disabled; and

WHEREAS Section A, Paragraph 4(D), of the Contract contemplates an option to extend the Contract for an additional three years upon the written agreement of the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall

Section 1. The Parties hereby agree to extend the term of the Contract in accordance with the terms of the Contract as executed by the Parties on July 07, 2015.

Section 2. In consideration of the mutual covenants contained herein, VAC and Kendall County mutually covenant and agree as follows:

1. The Contract by its own terms, ends on July 01, 2018.
2. The parties hereby agree to exercise the option to extend the Contract for an additional three years, which will begin on July 01, 2018 and will end on July 01, 2021.
3. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
4. In Section H, only positions to be notified shall be listed.
5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

PRESENTED and ADOPTED by the County Board, this 21 day of March 2018.

Approved:

Attest:


Scott R. Gryder, County Board Chairman


Debbie Gillette, County Clerk and Recorder

EXHIBIT A

16AM 15.23

**AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION
FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF
1991, AS AMENDED (49 U.S.C. § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT
OF 1991, AS AMENDED (49 U.S.C. § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC
TRANSPORTATION ACT (30 ILCS 740/2-1)**

WHEREAS, this Pass Through Agreement, hereinafter referred to as the "Agreement", is made by and between Kendall County, Illinois, hereinafter referred to as the "Applicant", and Voluntary Action Center of DeKalb County, hereinafter referred to as the "Recipient"; and

WHEREAS, Applicant is eligible to receive pass-through funds for public transportation services from the Federal Transit Administration of the United States Department of Transportation ("U.S. DOT"), through the State of Illinois under Section 5310 of the Federal Transit Act, titled Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration, as amended (49 U.S.C. Section 5310), hereinafter referred to as "5310"; and

WHEREAS, Applicant is eligible to receive pass-through funds from the Regional Transportation Authority's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as "5311"; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as "DOAP", for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the "State", under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant's Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the "Service Area"); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

Section A. Effective Date, Service Area, Termination Date, Prior Agreements.

1. **Prior Agreements.** This Agreement revokes and replaces the previous agreement titled "Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)," executed by the Applicant and the Recipient on November 25, 2014.
2. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
3. **Service Area.** The Applicant authorizes the Recipient to provide community and public transportation services within the limits of Kendall County, Illinois, hereinafter referred to as the "Service Area", as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
4. **Termination Date.**
 - a. This Agreement shall remain in effect until July 1, 2018. However, this Agreement may be terminated before July 1, 2018 if the Applicant provides sixty (60) days advance written notice to the Recipient of its intent to terminate this Agreement.
 - b. The Recipient shall have the right to terminate this Agreement before July 1, 2018 if the Recipient provides one hundred eighty (180) days prior written notice to the Applicant of its intent to terminate this Agreement, except in the event that the Applicant passes an ordinance regulating or taxing Recipient, in which case, Recipient shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the Applicant.
 - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
 - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than sixty (60) days prior to the termination date.

Section B. Operations

1. **During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the "Project", contained in the Application.**
2. **Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.**
3. **Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.**

Section C. Recipient's General Obligations

The Recipient shall furnish the following management tasks in order to continue to provide an efficient transit system.

1. **Transportation Operation including:**
 - a. **Supervision of all transit personnel employed by the Recipient.**
 - b. **Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.**
 - c. **Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.**
 - d. **In partnership with Applicant, soliciting funding and service contracts with local agencies.**
2. **Schedule Operations including:**
 - a. **Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.**
 - b. **Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.**
 - c. **Posting and promoting service schedules.**
3. **Employee Selection, Safety and Training including:**
 - a. **Direction and supervision of the selection of all transportation personnel employed by the Recipient.**
 - b. **Direction and supervision of said employees' training as needed.**
 - c. **Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.**

4. **Required Reporting and budgeting on behalf of the Applicant including:**
 - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
 - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
 - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.
5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.
6. If, for any reason, Recipient becomes ineligible to receive funding under 5310, Recipient shall notify Applicant of its ineligibility within forty-eight (48) hours of becoming aware of its ineligibility.

Section D. General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and medical payments coverage of at least \$5,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.
9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Recipient.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5310.
2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5311.
3. Up to 65% of Recipient's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, 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 Recipient from any other state or local agency does not exceed Recipient's actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient 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 pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
3. **Non-Discrimination.** Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subrecipients, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
4. **Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations. Recipient shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this agreement. Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the Recipient to carry out these requirements is a material breach of the agreement, that may result in the termination of this agreement or such other remedy as the Applicant deems appropriate.

Section H. Notices

1. Any notices directed to Kendall County shall be sent to:

Jeff Wilkins
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560

2. Any notices directed to Voluntary Action Center shall be sent to:

Tom Zucker
Executive Director
Voluntary Action Center
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.
2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, hereinafter referred to as the "Act". The Act requires Recipients and subrecipients 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 more 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 Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
5. Applicant and Recipient agree to comply with the Technical Services Agreement, between the Regional Transportation Authority and the Applicant, to provide eligible Section 5310 services.
6. Recipient agrees it will defend with counsel of the Applicant's choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to this Agreement.
7. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. This Agreement and the Vehicle Lease Agreement collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
11. 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 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.

12. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this 7 day of July, 2015.

VOLUNTARY ACTION CENTER

BY: Tom Zucker
Tom Zucker, Executive Director

WITNESS: Paul LaLonde
(print Witness name)

KENDALL COUNTY, ILLINOIS

BY: John A. Shaw
John A. Shaw, County Board Chairman

ATTEST:
BY: Debbie Gillette
Debbie Gillette, County Clerk

16AM 15.23

**AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION
FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF
1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT
OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC
TRANSPORTATION ACT (30 ILCS 740/2-1)**

WHEREAS, this Pass Through Agreement, hereinafter referred to as the "Agreement", is made by and between Kendall County, Illinois, hereinafter referred to as the "Applicant", and Voluntary Action Center of DeKalb County, hereinafter referred to as the "Recipient"; and

WHEREAS, Applicant is eligible to receive pass-through funds for public transportation services from the Federal Transit Administration of the United States Department of Transportation ("U.S. DOT"), through the State of Illinois under Section 5310 of the Federal Transit Act, titled Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration, as amended (49 U.S.C. Section 5310), hereinafter referred to as "5310"; and

WHEREAS, Applicant is eligible to receive pass-through funds from the Regional Transportation Authority's Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program of the Federal Transit Administration; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as "5311"; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as "DOAP", for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the "State", under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant's Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the "Service Area"); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

Section A. Effective Date, Service Area, Termination Date, Prior Agreements.

1. **Prior Agreements.** This Agreement revokes and replaces the previous agreement titled "Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1)," executed by the Applicant and the Recipient on November 25, 2014.
2. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application" to provide a demand-response route transit system on behalf of the Applicant. The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
3. **Service Area.** The Applicant authorizes the Recipient to provide community and public transportation services within the limits of Kendall County, Illinois, hereinafter referred to as the "Service Area", as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
4. **Termination Date.**
 - a. This Agreement shall remain in effect until July 1, 2018. However, this Agreement may be terminated before July 1, 2018 if the Applicant provides sixty (60) days advance written notice to the Recipient of its intent to terminate this Agreement.
 - b. The Recipient shall have the right to terminate this Agreement before July 1, 2018 if the Recipient provides one hundred eighty (180) days prior written notice to the Applicant of its intent to terminate this Agreement, except in the event that the Applicant passes an ordinance regulating or taxing Recipient, in which case, Recipient shall have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the Applicant.
 - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
 - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than sixty (60) days prior to the termination date.

Section B. Operations

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the "Project", contained in the Application.
2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.
3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

Section C. Recipient's General Obligations

The Recipient shall furnish the following management tasks in order to continue to provide an efficient transit system.

1. **Transportation Operation including:**
 - a. Supervision of all transit personnel employed by the Recipient.
 - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
 - d. In partnership with Applicant, soliciting funding and service contracts with local agencies.
2. **Schedule Operations including:**
 - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
 - b. Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
 - c. Posting and promoting service schedules.
3. **Employee Selection, Safety and Training including:**
 - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.

4. **Required Reporting and budgeting on behalf of the Applicant including:**
 - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
 - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
 - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.
5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.
6. If, for any reason, Recipient becomes ineligible to receive funding under 5310, Recipient shall notify Applicant of its ineligibility within forty-eight (48) hours of becoming aware of its ineligibility.

Section D. General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$300,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and medical payments coverage of at least \$5,000 per person. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Hold Harmless.** Recipient hereby covenants and agrees to hold Applicant harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which are the obligation and responsibility of the Recipient or which may arise or result by reason of the negligence of the Recipient, its officers, employees and/or agents.
9. **Force Majeure.** Recipient shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Recipient.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as "fiscal year"), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5310.
2. Up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Recipient to reimburse the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant's Approved Project Budget, pursuant to 49 USC 5311.
3. Up to 65% of Recipient's eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, 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 Recipient from any other state or local agency does not exceed Recipient's actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient 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 pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

- 1. Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
- 2. Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the "Regulations".
- 3. Non-Discrimination.** Recipient, with regard to the work in performing its obligations under this Agreement, shall not discriminate on the grounds of race, religion, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status in the selection and retention of subrecipients, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination.
- 4. Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations. Recipient shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this agreement. Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the Recipient to carry out these requirements is a material breach of the agreement, that may result in the termination of this agreement or such other remedy as the Applicant deems appropriate.

Section H. Notices

1. Any notices directed to Kendall County shall be sent to:

Jeff Wilkins
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560

2. Any notices directed to Voluntary Action Center shall be sent to:

Tom Zucker
Executive Director
Voluntary Action Center
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass through agreement and not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.
2. Recipient agrees that some of the services set forth in this contract are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, hereinafter referred to as the "Act". The Act requires Recipients and subrecipients 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 more 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 Recipients and subrecipients rendering such services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
3. Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

4. Recipient agrees to comply with the applicable provisions of the most current Grant Agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
5. Applicant and Recipient agree to comply with the Technical Services Agreement, between the Regional Transportation Authority and the Applicant, to provide eligible Section 5310 services.
6. Recipient agrees it will defend with counsel of the Applicant's choosing, indemnify and hold harmless the Applicant and their respective insurers, officers, employees, and agents harmless against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the Applicant and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to this Agreement.
7. With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. This Agreement and the Vehicle Lease Agreement collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
11. 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 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.

12. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and Recipient with respect to the subject matter hereof.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this 7 day of July, 2015.

VOLUNTARY ACTION CENTER

BY: Tom Zucker
Tom Zucker, Executive Director

WITNESS: Paul LaLonde
(print Witness name)

KENDALL COUNTY, ILLINOIS

BY: John A. Shaw
John A. Shaw, County Board Chairman

ATTEST:
BY: Debbie Gillette
Debbie Gillette, County Clerk

RESOLUTION TO EXTEND AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)

WHEREAS Kendall County and the Voluntary Action Center of Northern Illinois (collectively, the "Parties") entered into an AMENDED PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1) on July 01, 2018 (Kendall County Resolution 18-15 to extend the "Contract"); and

WHEREAS Voluntary Action Center of Northern Illinois ("VAC") has been an exemplary partner in operating and expanding the Kendall Area Transit ("KAT") program; and

WHEREAS the KAT program is essential for developing the improving quality of life in the County, especially amongst seniors and disabled; and

WHEREAS Section A, Paragraph 4 (d), of the Contract contemplates an option to extend the Contract for an additional three years upon the written agreement of the Parties; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall:

Section 1. The Parties hereby agree to extend the term of the Contract in accordance with the terms of the Contract as executed by the Parties on April 7, 2021.

Section 2. In consideration of the mutual covenants contained herein, VAC and Kendall County mutually covenant and agree as follows:

1. The Contract, by its own terms, ends July 01, 2018. (attached IGAM 15-23)
2. The Contract extension began July 01, 2018 and ends July 01, 2021. (attached Kendall County Board Resolution 18-15)
3. The Parties hereby agree to exercise the option to extend the Contract for an additional three years, which will begin on July 01, 2021 and will end on June 30, 2024.
4. This Extension binds and benefits both parties and any successors and assigns. This document, including the Contract attached hereto and incorporated herein, is the entire agreement between the Parties.
5. In Section H, only positions to be notified shall be listed and are amended as follows:

Any notices directed to Kendall County shall be sent to:

Kendall County Administrator
Kendall County
111 W. Fox Street
Yorkville, IL 60560

Any notices directed to Voluntary Action Center of Northern Illinois shall be sent to:

Executive Director
Voluntary Action Center of Northern Illinois
1606 Bethany Road

Sycamore, IL 60178

6. All other terms and conditions of the Contract remain unchanged and in full force and effects.

PRESENTED AND ADOPTED by the County Board, this 7th day of April 2021.

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder