

# COUNTY OF KENDALL, ILLINOIS ADMIN HR COMMITTEE KC Office Building, 111 W. Fox Street County Board Rm 210; Yorkville Monday, October 4, 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 August 2, 2021
- 5. Department Head and Elected Official Reports
- 6. Public Comment
- 7. Committee Business
  - > Presentation: Horton Annual Health Insurance Renewal and Other Updates
  - Approval of a Resolution Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement
  - > Approval of Amendment to the Section 5311 Grant Agreement
  - > Discussion and Approval of Deputy Director of Technology Services Job Description
  - > Discussion of a GIS Intern to Assist with Transition to NG-911

## 8. Executive Session

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.

- 9. Items for Committee of the Whole
- 10. Action Items for County Board
- 11. Adjournment

# COUNTY OF KENDALL, ILLINOIS ADMIN HR MEETING MINNUTES Monday, August 2, 2021

**CALL TO ORDER** – Chair Elizabeth Flowers called the meeting to order at 5:34pm.

# ROLL CALL

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

Employees in Attendance: Scott Koeppel, Matt Kinsley

Guests in attendance:

APPROVAL OF AGENDA – Member Gilmour made a motion to approve the agenda, second by Member Gengler. <u>With five members voting aye, the motion passed by a 5-0 vote.</u>

APPROVAL OF MINUTES – Motion made by Member Vickers, second by Member Koukol to approve the July 22, 2021 minutes. <u>With five members present voting aye, the motion</u> passed by 5-0 vote.

# DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

*Administration* – Mr. Koeppel provided a hiring update to the committee. An offer for the HR position was accepted. Details will follow. Mr. Koeppel reported that an offer for the Budget & Finance Analyst position was accepted and the candidate will start on August 16, 2021.

*Mask Mandates* – Mr. Koeppel reported that face coverings are still optional in Kendall County offices and Court House but re-evaluation will be on a week-to- week basis.

# PUBLIC COMMENT - None

# **COMMITTEE BUSINESS**

- Plan Performance/Renewal Planning Presentation Beth Ishmael from Horton Group presented a slide show presentation in regards to renewal of the upcoming employee benefit package. Final negotiation discussion will follow at the October 4, 2021 meeting.
- Approval of Network Security Specialist Job Description Matt Kinsely briefed the Committee on the job description for the Network Security position.

Mr. Koeppel asked the committee if they would like the job description sent to the State's Attorney office for legal review for approval since it is a new job description.

# <u>There was consensus by the Committee to forward the job description to the</u> <u>State's Attorney's office for legal review.</u>

Approval of Network Administrator Job Description – Matt Kinsely briefed the Committee on minimum changes to the job description for the Network Security position.

Member Gilmour made a motion to approve the *Network Administrator Job Description*, second by member Gengler. <u>With five members present voting aye the</u> <u>motion carried by a 5-0 vote.</u>

## **EXECUTIVE SESSION** – Not needed.

# **ITEMS FOR COMMITTEE OF THE WHOLE** – None

# ACTION ITEMS FOR THE AUGUST 3 COUNTY BOARD MEETING

Approval of Network Administrator Job Description

Approval of Network Security Specialist Job Description once reviewed and approved by State's Attorney Office

Approval for funding for the Network Security Scpecialist job Description

**ADJOURNMENT** – Member Gengler made a motion to adjourn the meeting, second by Member Gilmore. <u>With five members present voting aye the meeting adjourned at 6:46p.m.</u>

Respectfully Submitted,

Sandra Washkowiak Administrative Assistant and Recording Secretary





Participant Name					Agreem	ent Number
Kendall County					OP-22	2-21-IL
Address			City		State	Zip Code
111 West Fox Street			Yorkville		IL	60560
Remittance Address (if different fro	om above)		City		State	Zip Code
Same						
Phone	Fax		FEIN/TINDUN		IS	
(630) 553-4171			366006598	361	779440	
Brief Description of Service (full de	scription specified in	Part 4)				
Downstate Operating Assista	ance Program - [	Delivery of p	ublic transportation se	rvices in Illi	nois.	
Total Compensation Amount	Advance Pay		reement Term			
\$1,300,000.00	🛛 Yes 🗌 No	Start Date 07/01/21	Expiration Date 06/30/22			
		REQUIRED S				
By signing below, the PARTICIPAN and any Appendices thereto. FOR THE <b>PARTICIPANT:</b>				all provisions	set forth i	n this Agreement
Signature	Date					
Name			Title			
Scott Gryder			Board Chairperson			
Check if under \$250,000. If und FOR THE <b>DEPARTMENT:</b>	der \$250,000, the Se	cretary's signa	ture may be delegated.			
Matt Magalis, Acting Director OIPI	Date		Omer Osman, Secr	etary of Trans	portation	Date
			Delegate Name			
			Printed Name			
			Matt Magalis			
			Printed Title			
			Acting Director of	OIPI		
Designee Signature	Date					Date
[			L			Date

## INTERGOVERNMENTAL AGREEMENT FOR

## This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address Kendall County 111 W. Fox Street, Admin Services Yorkville, IL. 60560	
Attention	
Scott Gryder	
E-mail	
sgryder@co.kendall.il.us	
Taxpayer Identification Number	
366006598	
JT, and the State of Illinois, acting by and through its Department of Transportat referred to as a PARTY, and collectively referred to as the PARTIES.	ion, referred to as the

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Budget

## Part 1

#### SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities -** The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** Compensation (if any) shall be as specified in Part 4
- C. **Term of Agreement** This Agreement will start  $\frac{07/01/21}{Date}$  and will expire on  $\frac{06/30/22}{Date}$
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.

### **GENERAL PROVISIONS**

- **A. Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Laws The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty of further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Record Retention All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. 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 State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the threeyear period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

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

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT'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 PARTICIPANT or any Service Board.

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

- F. Cost Category Transfer Request DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- **G. Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if" (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

**H. Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

- I. Severability The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of the applicable law.
- J. Assignment PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's right 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.
- K. Documents Forming This Agreement This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. Non-Waiver PARTICIPANT agrees that in no event shall any action, 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 of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such 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.
- M. Dispute Resolution In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT's administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions, and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions, and disputes shall be final and conclusive.

#### Part 3 SPECIFIC PROVISIONS

- A. Invoices The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of the service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT's grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than <u>August 1st</u> of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to see payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken with the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination., including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed with thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- **D.** Location of Service The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.
- E. Ownership of Documents/Title to Work All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data, and records in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data , and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed, and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer, or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving, or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.

- **G Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Reporting/Consultation The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- I. Indemnification Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on all alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and

subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

#### J. Equal Employment Practice

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant 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 contract 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 contract, the PARTICIPANT agrees as follows:

- a. That it; will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR'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 in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT's, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to comply with the PARTICIPANT, its contractor's and/or consultant's in its efforts to comply with such Act and Regulations, the PARTICIPANT, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- g. That it will include verbatim or by reference the provisions of this Clause 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, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use 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;
- 2. The PARTICIPANT must have written sexual harassment policies that include, at a minim, 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 PARTICIPANT'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 must be provided to the DEPARTMENT upon request.

**K. Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

#### L. Tax Identification Number PARTICIPANT certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
- 3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.
- M. International Boycott The PARTICIPANT certifies that neither the PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an internally boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- N. Forced Labor The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

#### O. Ethics

- 1. Code of Conduct:
  - a. <u>Personal Conflict of Interest</u> The PARTICIPANT shall maintain a written code or standard of conduct that shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the PARTICPANT may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has financial or other interest in the firm selected for award:
    - i. the employee, officer, board member, or agent;
    - ii. any member of his or her immediate family;
    - iii. his or her partner; or
    - iv. an organization that employs, or is about to employ, any of the above.

The code shall also provide that PARTICIPANT's employees, officers, boards members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The DEPARTMENT may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- b. <u>Organizational Conflict of Interest</u> The PARTICIPANT 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 a unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.
- 2. Bonus or Commission The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this 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 that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- 3. <u>Bribery</u> Non-governmental recipients 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 PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT 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 PARTICIPANT. Such PARTICIPANT 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.
- P. DRUG FREE WORKPLACE PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) which mandates no participant or contract 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, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five or more employees at the time of issuing the Agreement, 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.

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

- 1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i. abide by the terms of the statement; and
    - ii. 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.
- 2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the PARTICIPANT's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
- 3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
- 4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
- 5. 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.
- 6. 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.
- 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- **Q. Equipment** The DEPARTMENT and the PARTICIPANT agree to the following:
  - 1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT.
  - 2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/Responsibilities) during the period of performance or the equipment's entire useful life;
  - 3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval.
  - 4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
  - 5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.
- R. PARTICIPANT'S Warranties PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that is has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this

Agreement, PARTICIPANT will deliver to the DEPARTMENT:

- 1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
  - a. the PARTICIPANT is lawfully organized;
  - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
  - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the PARTICIPANT.
- 2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.
- S. Independence of PARTICIPANT In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

# Part 4

## SCOPE OF SERVICE/RESPONSIBILITIES

- A. **Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change public transportation services or increase fares without prior written notification to the DEPARTMENT.
- **B. Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 20 22 , up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 20 22 , as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 20 22 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$1,300,000.00 subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 20 22 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

C. Payment Procedures The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARMTENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

- 1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filled with the DEPARTMENT; or
- 2. A reimbursement for actual monthly expense and revenue incurred; or
- 3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd, and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT 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 PARTICIPANT.

- **D. Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:
  - 1. employee wages and benefits;
  - 2. materials fuels and supplies;

- 3. rental of facilities;
- 4. taxes other than income taxes;
- 5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- 6. non-rolling stock-equipment purchases that are less than \$10,000;
- 7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
- 8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- 9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
- 10. established reserves for self-insurance programs;
- 11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- 12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- 13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.
- E. Ineligible operating expenses Ineligible operating expenses include, but are not limited to, the following:
  - 1. depreciation, whether funded or unfunded;
  - 2. amortization of any intangible assets;
  - 3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
  - 4. profit or return on investments;
  - 5. excessive payments to associated entities;
  - 6. expenses associated with the Workplace Investment Act (29 USC Chapter 30), or its successor;
  - 7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53);
  - 8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
  - 9. charter, school bus and sightseeing expenses as defined by the FTA;
  - 10. fines and penalties;
  - 11. charitable donations;
  - 12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
  - 13. income taxes;
  - 14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
  - 15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
  - 16. expenses for freight haulage provided by PARTICIPANT;
  - 17. any expense that is reimbursed from insurance proceeds;
  - 18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
  - 19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.
- F. PARTICIPANT's Independent Audit PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules 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. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT's contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the

#### DEPARTMENT as required by the Act.

G. Project Closeout Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT'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 PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

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

H. School Bus Operations Pursuant to 20ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT 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.

- I. Ethanol Gasoline Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.
- J. Restrictions on Lobbying The PARTICIPANT affirms and attests that no compensation has been or will be paid from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney **General** and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

K. Notice Of Current Or Prospective Legal Matters PARTICIPANT must promptly notify the DEPARTMENT if a current or prospective legal matter emerges that may affect the DEPARTMENT. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at ever tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

#### **APPENDIX 1**

### OPINION OF COUNSEL

I,

the undersigned, am an attorney, licensed by and duly admitted

to practice law in the State of Illinois and am counsel and attorney for Kendall County

("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-22-21-IL , Grant No. OP22-21-IL , ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

1. The recipient is an eligible Participant as defined in the Act.

2. There are no provisions in the PARTICIPANT's charter or by-laws or in the laws or rules of the State of Illinois, the United States of America, or any unit of local of government that preclude or prohibit the PARTICIPANT from entering into the Agreement.

3. The <u>PARTICIPANT</u> is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the PARTICIPANT and its successors and assigns.

4. I have no knowledge of any pending or threatened litigation, in either federal or state courts that would adversely affect this Agreement or prevent the PARTICIPANT from contracting with the State for the purpose of receiving a Downstate Operating Assistance Agreement.

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature	Date
Attorney's Name	
Attorney For	
Kendall County	

#### **APPENDIX 2**

#### RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

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

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

WHEREAS, awards for said funds will impose certain obligation upon the <u>PARTICIPANT</u>, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF Kendall County

Section 1. That the	Board Chairperson	of the Kendall County	enters into a Downstate Public

Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary for fiscal year 2022 in order to obtain assistance under the provisions of the Act.

Section 2. That the Board Chairperson	is hereby authorized and directed to execute the Agreement or its
amendment(s) on behalf of the Kendall County	for such assistance for fiscal year 2022 .

of the Kendall County

Section 3. That the Board Chairperson

is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2022 .

Section 4. That while participating in said operating assistance program the Kendall County

shall provide all required local matching funds.

PRESENTED and ADOPTED this day of , 202 .

Signature of Authorized Official	Date
Title	
Board Chairperson	

Agreement Number OP-22-21-IL

## **APPENDIX 3**

AGREEMENT BUDGET

## Project Budget

		Appropriation	1,300,000.0000
Expense			
Budget Code	Category		Amount

## BlackCat Transit (IL) - Funding Request

*	501 Labor		
	501.01	Operators' Salaries and Wages	0.0000
	501.02	Training Salaries & Wages	0.0000
	501.03	Dispatchers	0.0000
	501.99	Other	25,000.0000
٣	502 Fringe Benefits		
	502.01	FICA	0.0000
	502.02	Pensions & Long Term Disability	0.0000
	502.03	Health Insurance	0.0000
	502.04	Dental Plans	0.0000
	502.05	Life Insurance	0.0000
	502.06	Short Term Disability	0.0000
	502.07	Unemployment Insurance	0.0000
	502.08	Worker's Compensation	0.0000
	502.09	Sick Leave	0.0000
	502.10	Holiday	0.0000
	502.11	Vacation	0.0000
	502.12	Other Paid Absence	0.0000
	502.13	Uniform Allowance	0.0000
	502.99	Other Fringe Benefits	0.0000
٣	503 Services		·
	503.01	Management Services	0.0000
	503.02	Advertising Services	0.0000
	503.03	Professional & Technical Services	0.0000
	503.04	Temporary Services	0.0000
	503.05	Contract Maintenance	0.0000
	503.06	Custodial Services	0.0000
	503.07	Security Services	0.0000
	503.99	Other Services	0.0000
٣	504 Materials and Suppli	es	
	504.01	Fuel & Lubricants Consumed	0.0000
	504.02	Tires & Tubes Consumed	0.0000
	504.03	Inventory Purchases	0.0000
	504.99	Other Materials & Supplies	0.0000
٣	505 Utilities		·
	505.02	Telephone	0.0000
	505.99	Other, i.e. Natural Gas, Electric, etc.	0.0000
٣	506 Casualty and Liability	y Costs	
	506.01	Physical Damage Insurance	0.0000
	506.03	Liability & Property Insurance	0.0000
	506.08	Other Corporate Insurance	0.0000
	506.99	Other Insurance	0.0000
٣	507 Taxes		
	507.03	Property Taxes	0.0000
	507.04	Vehicle and License Registration	0.0000
	507.05	Fuel and Lubricant Taxes	0.0000
	507.99	Other Tax	0.0000
٣	508 Purchased Transport	ation Service	
	508.00	Purchased Transportation Service	1,975,000.0000
*	509 Micellaneous Expens	ses	

509.02         Travel and Meetings         0.000           509.03         Tolls         0.000           509.08         Advertising and Promotion Media         0.000           509.99         Other Miscellaneous Expenses         0.000           *         511 Interest Expenses         0.000           \$11.01         Long Term Debt Obligation         0.000           \$11.02         Short Term Debt Obligation         0.000           \$12.03         Short Term Debt Obligation         0.000           \$12.04         Leases, Rentals, Purchase Lease Payments         0.000           \$12.05         Leases Payments         0.000           \$12.04         Passenger Stations         0.000           \$12.05         Passenger Parking Facilities         0.000           \$12.06         Operating Yards or Stations         0.000           \$12.06         Operating Yards or Stations         0.000           \$12.06         Operating Yards or Stations         0.000           \$12.07         Maintenance Facilities         0.000           \$12.08         Service Vehicles         0.000           \$12.09         Data Processing Facilities         0.000           \$12.00         Data Processing Facilities         0.000				
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509.08         Advertising and Promotion Media         0.000           509.99         Other Miscellaneous Expenses         0.000           *         511 Interest Expenses         0.000           511.01         Long Term Debt Obligation         0.000           511.02         Short Term Debt Obligation         0.000           *         512.Leases and Rentals         0.000           512.00         Leases, Rentals, Purchase Lease Payments         0.000           512.01         Transit Way Structures, etc.         0.000           512.02         Passenger Stations         0.000           512.03         Passenger Revenue Vehicles         0.000           512.04         Passenger Revenue Vehicles         0.000           512.05         Service Vehicles         0.000           512.06         Operating Yards or Stations         0.000           512.07         Maintenance Facilities         0.000           512.10         Data Processing Facilities         0.000           512.11         Revenue Collection Facilities         0.000           512.01         Data Processing Facilities         0.000           517.01         Debt Service - Interest         0.000           517.02         Debt Service - Principal		509.02	Travel and Meetings	0.0000
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*       512 Leases and Rentals         512.00       Leases, Rentals, Purchase Lease Payments       0.000         512.01       Transit Way Structures, etc.       0.000         512.02       Passenger Stations       0.000         512.03       Passenger Parking Facilities       0.000         512.04       Passenger Revenue Vehicles       0.000         512.05       Service Vehicles       0.000         512.06       Operating Yards or Stations       0.000         512.07       Maintenance Facilities       0.000         512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         517.0Ebt Service (Urban DOAP Grantees Only)       0.000       0.000         517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000         *       518 Indirect Costs       0.000		511.01	Long Term Debt Obligation	0.0000
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512.03Passenger Parking Facilities0.000512.04Passenger Revenue Vehicles0.000512.05Service Vehicles0.000512.06Operating Yards or Stations0.000512.07Maintenance Facilities0.000512.10Data Processing Facilities0.000512.11Revenue Collection Facilities0.000517 Debt Service (Urban DOAP Grantees Only)517.01Debt Service - Interest0.000518 Indirect CostsS18 Indirect Costs518 Indirect Costs0.000		512.01	Transit Way Structures, etc.	0.0000
512.04       Passenger Revenue Vehicles       0.000         512.05       Service Vehicles       0.000         512.06       Operating Yards or Stations       0.000         512.07       Maintenance Facilities       0.000         512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         517 Debt Service (Urban DOAP Grantees Only)       517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000       0.000         * 518 Indirect Costs       State Costs       State Costs		512.02	Passenger Stations	0.0000
512.05       Service Vehicles       0.000         512.06       Operating Yards or Stations       0.000         512.07       Maintenance Facilities       0.000         512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         517 Debt Service (Urban DOAP Grantees Only)       517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000       0.000         * 518 Indirect Costs       Station Service - Principal       0.000		512.03	Passenger Parking Facilities	0.0000
512.06       Operating Yards or Stations       0.000         512.07       Maintenance Facilities       0.000         512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         517 Debt Service (Urban DOAP Grantees Only)       0.000       0.000         517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000		512.04	Passenger Revenue Vehicles	0.0000
512.07       Maintenance Facilities       0.000         512.00       Data Processing Facilities       0.000         512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         * 517 Debt Service (Urban DOAP Grantees Only)       517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000         * 518 Indirect Costs		512.05	Service Vehicles	0.0000
512.10       Data Processing Facilities       0.000         512.11       Revenue Collection Facilities       0.000         * 517 Debt Service (Urban DOAP Grantees Only)       517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000         * 518 Indirect Costs		512.06	Operating Yards or Stations	0.0000
512.11       Revenue Collection Facilities       0.000         517 Debt Service (Urban DOAP Grantees Only)       0.000         517.01       Debt Service - Interest       0.000         517.02       Debt Service - Principal       0.000         \$18 Indirect Costs       0.000		512.07	Maintenance Facilities	0.0000
<ul> <li>517 Debt Service (Urban DOAP Grantees Only)</li> <li>517.01 Debt Service - Interest</li> <li>517.02 Debt Service - Principal</li> <li>518 Indirect Costs</li> </ul>		512.10	Data Processing Facilities	0.0000
517.01     Debt Service - Interest     0.000       517.02     Debt Service - Principal     0.000       \$18 Indirect Costs     518		512.11	Revenue Collection Facilities	0.0000
517.02       Debt Service - Principal       0.000         * 518 Indirect Costs	*	517 Debt Service (Urban DOA	P Grantees Only)	
<ul> <li>518 Indirect Costs</li> </ul>		517.01	Debt Service - Interest	0.0000
		517.02	Debt Service - Principal	0.0000
518.00 Indirect Costs 0.000	*	518 Indirect Costs		
		518.00	Indirect Costs	0.0000

#### Revenue

Budget Code Category

Amount

*	401 Passenger Fares		
	401.01	Full Adult Fares	22,629.0000
	401.02	Senior Citizen Fares	51,723.0000
	401.03	Student Fares	0.0000
	401.04	Child Fares	0.0000
	401.05	Disabled Rider Fares	33,404.0000
	401.06	Parking Lot Fares	0.0000
	401.99	Other Rider Fares	0.0000
*	402 Special Transit Fares		
	402.00	Special Transit Fares	0.0000
*	405 Charter Service Revenu	-	
	405.00	Charter Service Revenues	0.0000
*	406 Auxiliary Transportatior	IS	
	406.00	Auxiliary Revenues	0.0000
*	407 Non-Transportation Re	-	
	407.01	Sales of Maintenance Service	0.0000
	407.02	Rental of Revenue Vehicles	0.0000
	407.03	Rental of Buildings & Property	0.0000
	407.99	Other Non-transportation Revenue	0.0000
•	408 Taxes Levied Directly by		0.0000
	408.00	Taxes Levied Directly by Transit System	0.0000
*	409 Local Cash Grants and F		0.0000
	409.00	Local Cash Grants	117,265.0000
*	409.00 410 Local Special Fare Assis		117,203.0000
	410.01	Local Disabled Fare Assistance	38,667.0000
	410.02	Local Senior Fare Assistance	228,133.000
		Local Student Fare Assistance	
	410.03		2,601.0000
	410.99	Other Local Special Fare Assistance	0.0000
÷	412 State Special Fare Assis		0.0000
	412.00	State Special Fare Assistance	0.0000
÷	413 Federal Cash Grants and		FF F70 0000
	413.00	Federal Cash Grants (Section 18)	55,578.0000
	413.99	Other Federal Financial Assistance	150,000.0000
*	414 Interest Income		
	414.00	Interest Income	0.0000
*	430 Contributed Services		
	430.00	Contributed Services	0.0000
*	431 Contributed Cash		0.0000
	431.00	Contributed Cash	0.0000
*	440 Subsidy From Other Se		
	440.00	Subsidy from other sectors of operations	0.0000
*	450 Casualty and Liability R		
	450.01	Recoveries of Physical Damage Losses	0.0000
	450.02	Recoveries of Pub Liab & Prop Damage Settlements	0.0000
		Total Function	¢2.000.000.00
		Total Expenses Total Revenues	\$2,000,000.00 (minus) \$700,000.00
		Net Project Cost	(minus) \$700,000.00 \$1,300,000.00
		65% of Expenses	\$1,300,000.00
		Appropriation	\$1,300,000.00
Funds	Requested:	6.6 · 6 · · · ·	
Requ	ested Amount:		130000.00

https://ildot.blackcattransit.com/projects/fundingrequest/default.aspx?section=funding&pr... 9/19/2021

## DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION TRANSIT INTERNAL ROUTING SLIP

X Approval X Signature	Director or Director	behalf of the Secretary	X Deputy I	
CA	PITAL	X OPERATING	TEC	HNICAL STUDY
Letter New Grant Cont Contract Amend Inter-office Mem	ment	X Approval Memo Federal Application Concurrence TDC Request	Other:	
Agency:	Kendall County			
Contract No.	OP-21-21-CARE	Grant No. 52	59 (CARES-2410-20436)	
Comments for perso	n who is required to ap	orove this request:		
		v contract amount will be	S contract amendment to 378,067.	
Information required		EEMENT is contract IC	A, MOU or amendment the	ato
-			1	eto:
This agreement is su	ubject to:	RA Reporting	FFATA Reporting	Neither
If agreement is subje	ect to FFATA Reporting,	provide the following info	o for new federal pass-throu	ugh funding only:
	Federal Funding (only)			
Grant	Amount	Program	Grantee DUNS No.: Project Location (City):	
IL-			Project Education (City). Project ZIP+4:	
IL-				
IL-				
IL-				
	•		Agreement	
TOTAL	\$ -		Execution Date (provided by Admin):	
Project description f	or FFATA reporting:		(provided by Admin).	
Signatures required	(check all applicable):			
	X Originator:	Marbannia TA	Viannan, Date:	9/19/2021
All agreements	X Section Chief	Mackenzie TT	Date:	-
must go to Admin			Buto.	
for dating before being returned to	X Bureau Chief		Date:	
originator.	Deputy Director		Date:	
<u>No exceptions.</u>	Director		Date:	
	Admin Section		Date:	
	Return to:	Mackenzie Thie	ssen	



# COUNTY OF KENDALL, ILLINOIS

LATREESE CALDWELL DEPUTY COUNTY ADMINISTRATOR

KENDALL COUNTY OFFICE BUILDING 111 WEST FOX STREET, SUITE 316 YORKVILLE, ILLINOIS 60560 630.553.4839

August 24, 2021

Melissa Ohrwall Illinois Department of Transportation Office of Intermodal Project Implementation 69 West Washington, Suite 2100 Chicago, Illinois 60602-3134

Re: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act and the American Rescue Plan (ARP) Act for CARES Agreement Round 2

Ms. Ohrwall,

Kendall County is submitting a request to add an additional \$168,631 to our current CARES contract with the Illinois Department of Transportation. The funds would be used to cover \$1,975,000 in expenses and bring the total amount of agreement to \$378,067.

Sincerely,

aldwell

Latreese Caldwell Kendall County Deputy County Administrator and IDOT Program Compliance and Oversight Monitor (PCOM)





To expedite your request, please complete this form in its entirety. This information will be used in conjunction with any pertinent information in the GATU grants system, if applicable. The resulting draft document will be sent to legal for review and comment. The instructions for this form can be accessed from <u>here</u>.

Date						
08/05/21						
From						
Requesting User	Phone					
Mackenzie Thiessen	(312) 793-2	332				
Address			City		State	Zip Code
69 W Washington, Suite 2100			Chica	igo	IL	60602
Office		District / CO	S	Bureau		
Intermodal Project Implement	ation	со		Transit		
Is this program covered under GATA	? 🛛 Yes 🗌 No	1				
Services Requested X Agreement	t					
CSFA #	CSFA Program Nam	е				
494-80-2410	CARES - Transit	Program				
Request to						Change
Amend Agreement						

Grantee Information				
Grantee Name		GATA Registration #		NOSA SAIN # (if applicable)
DeKalb County		671728		CARES-2410-20436
Grantee Authorized Repres	sentative	Title		
Scott Gryder		County Board Chairm	nan	
E-mail		Phone	Grantee (	Contact is <u>different</u> than
sgryder@co.kendall.il	.us	(630) 553-4171	Authorize	d Representative
Grantee Contact		Title		1
Latreese Caldwell		PCOM		
E-mail		Phone	1	
lcaldwell@co.kendall.	il.us	(630) 553-4839		
FAIN #	Federal Agency		Federal Award Da	te
IL-2021-041	Federal Transit	t Administration	06/10/22	
CFDA Name		CFDA#	- <u> </u>	
Formula Grants for Ru	ural Areas	20.509		

Agreement Information								
Agreement Type	Agreement Method	Agreement Nu	mber	Multi-Yea	ar Agreement	Number	of Renewals	
Amendment	UIGA	5259 (CARE	S-2410-	Options t	for Renewal			
Term of Agreement (years)			End Date		BoBS 2832	Reporting		
4	Term of Agreeme	o1/20/20	06/30/24		Monthly	🛛 Quarte	erly	
Project Description								
Emergency relief funds	s for public trans	sportation services						
IDOT Grantor Contact Nam	ie	Title						
Mackenzie Thiessen		Bureau Chief						
E-mail		Phone						
mackenzie.thiessen@i	illinois.gov	(312) 793-2332						
Address			City			State	Zip Code	
69 W. Washington St.,	Suite 2100		Chicago			IL	60601	
Fiscal Year Initial Spend       ICR Rate         FY20       Grantee is a University ?       Indirect Costs       0								
State Funds	State Funds State Appropriation							
Federal Funds	\$378,067.00	Federal Appropriation						
Match Funds		State Match	Local Match	Other M	latch			
Total Value of Agreement		Amount Being Obliga	ted					
	\$378,067.00 \$168,631.00							
Estimated Do Not E	Exceed 🗌 Flat Ra	ate 🔲 Schedule or R	ates 🗌 Lum	np Sum 🔲 C	Other			
Requester Comments								

#### **Budget Revision Request**

Organization Name:	Kendall County
DUNS:	361779440
CSFA:	494-80-2410
CSFA Short Description:	CARES Act Section 5311
Fiscal Year:	2022

Category

#### Budget Code

Category Name								
501 Labor								
Budget Code	501 Labor	Starting Budget	Budget Changes/Adjusted Budget	Difference +/-				
501.01	Operators' Salaries and Wages							
501.02	Training Salaries & Wages							
501.03	Dispatchers							
501.99	Other							

#### 502 Fringe Benefits 502.01 FICA 502.02 Pensions & Long Term Disability 502.03 Health Insurance 502.04 **Dental Plans** Life Insurance 502.05 502.06 Short Term Disability 502.07 Unemployment Insurance 502.08 Worker's Compensation 502.09 Sick Leave 502.1 Holiday 502.11 Vacation 502.12 Other Paid Absence Uniform Allowance 502.13 502.99 Other Fringe Benefits

503 Services			
503.01	Management Services		
503.02	Advertising Services		
503.03	Professional & Technical Services		
503.04	Temporary Services		
503.05	Contract Maintenance		
503.06	Custodial Services		
503.07	Security Services		
503.99	Other Services		

504 Materials and Supplies			
504.01	Fuel & Lubricants Consumed		
504.02	Tires & Tubes Consumed		
504.03	Inventory Purchases		
504.99	Other Materials & Supplies		

505 Utilities			
505.02	Telephone		
505.99	Other, i.e. Natural Gas, Electric, etc.		

506 Casualty and Liability Costs			
506.01	Physical Damage Insurance		
506.03	Liability & Property Insurance		
506.08	Other Corporate Insurance		
506.99	Other Insurance		

507 Taxes			
507.03	Property Taxes		
507.04	Vehicle and License Registration		
507.05	Fuel and Lubricant Taxes		
507.99	Other Tax		

508         Purchased Transportation Service         \$ 209,436.00         \$ 168,631.00         \$ 378,067.0	508 Purchased Transportation Service				
	508	Purchased Transportation Service	\$ 209,436.00	\$ 168,631.00	\$ 378,067.00

509 Micellaneous Expenses			
509.01 Dues and Subscriptions			
509.02	Travel and Meetings		
509.03	Tolls		
509.08	Advertising and Promotion Media		
509.99	Other Miscellaneous Expenses		

## 511 Interest Expenses

511.01	Long Term Debt Obligation		
511.02	Short Term Debt Obligation		

512 Leases and Rentals		
512	Leases, Rentals, Purchase Lease Payments	
512.01	Transit Way Structures, etc.	
512.02	Passenger Stations	
512.03	Passenger Parking Facilities	
512.04	Passenger Revenue Vehicles	
512.05	Service Vehicles	
512.06	Operating Yards or Stations	
512.07	Maintenance Facilities	
512.1	Data Processing Facilities	
512.11	Revenue Collection Facilities	

517 Debt Service (Urban DOAP Grantees Only)			
517.01	Debt Service - Interest		
517.02 Debt Service - Principal			

Indirect Costs

518 Indirect Costs	
518	

#### Revenue

410.03

410.99

Revenue		
Category		
	Category Name	
401 Passenger Fares		
401.01	Full Adult Fares	
401.02	Senior Citizen Fares	
401.03	Student Fares	
401.04	Child Fares	
401.05	Disabled Rider Fares	
401.06	Parking Lot Fares	
401.99	Other Rider Fares	
402 Special Transit Fares		
402	Special Transit Fares	
405 Charter Service Revenues		
405	Charter Service Revenues	
406 Auxiliary Transportations		
406	Auxiliary Revenues	
407 Non-Transportation Revenues		
407.01	Sales of Maintenance Service	
407.02	Rental of Revenue Vehicles	
407.03	Rental of Buildings & Property	
407.99	Other Non-transportation Revenue	
408 Taxes Levied Directly by Transit		
408	Taxes Levied Directly by Transit System	
409 Local Cash Grants and Reimburg		
409	Local Cash Grants	
410 Local Special Fare Assistance		
410.01	Local Disabled Fare Assistance	
410.02	Local Senior Fare Assistance	

Local Student Fare Assistance

Other Local Special Fare Assistance

412 State Special Fare Assistance							
412	State Special Fare Assistance						
413 Federal Cash Grants and Reimbur				1		-	
413	Federal Cash Grants (Section 18)						
413.99	Other Federal Financial Assistance						
414 Interest Income		-		1			
414	Interest Income						
430 Contributed Services		-		1			
430	Contributed Services						
431 Contributed Cash							
431	Contributed Cash			1		1	
431	Contributed Cash						
440 Subsidy From Other Sectors of Op	perations						
440	Subsidy from other sectors of operations						
450 Casualty and Liability Recoveries							
450.01	Recoveries of Physical Damage Losses						
-50.01	hecoveries of ringstear barriage cosses	<u> </u>		I			
	Recoveries of Pub Liab & Prop Damage						
450.02	Settlements						
Total Expenses		ć	200 426 00	ć	169 631 00	ć	278 067 00
Total Revenue		\$ \$	209,436.00	\$ \$	168,631.00	\$ \$	378,067.00
Net Project Cost		\$ \$	-	\$ \$	-		-
Net Project Cost		Ş	209,436.00	Ş	168,631.00	Ş	378,067.00



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

# STATE OF ILLINOIS FUNDS

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

## STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

## **BUDGET SUMMARY – STATE OF ILLINOIS FUNDS**

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: (*This information should be completed by the applicant's Business Office*). If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*.

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).



# Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). *Note: If this option is selected by the applicant, basic information is required for completion of this section.* See bottom of "Section-A Indirect Cost Information".

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. *Note: The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.* 

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). Note: (The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. *Note:* See Notice of State Award for Restricted Rate Programs.

## Section B – Budget Summary NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

## BUDGET SUMMARY - NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide ost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

# Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)] Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary costsharing or matching commitment, you must include:

a. The specific costs or contributions by budget category;

b. The source of the costs or contributions; and

c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.



Keep in mind the following-

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

## §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation	ו				
Organization Name: Kendall County				Notice of Funding 22-494-80-0338	-01
Data Universal Number System (DUNS) Number (et	nter numbers only): 361779440	)		<ul> <li>Opportunity (NOFO) Number:</li> </ul>	
Catalog of State Financial Assistance (CSFA) Numb	ber: 494-80-2410	CSFA Short	Des	scription: CARES Act Section 5311	
Section A: State of Illinois Funds		Fiscal Year:	07/0	01/2022	
REVENUES				Total Revenue	
State of Illinois Grant Requested			\$	378,067.00	
Budget Expenditure Categories	OMB Uniform Guidar Federal Awards Reference			Total Expenditures	
1. Personnel (Salary and Wages)	200.430		\$		
2. Fringe Benefits	200.431		\$		
3. Travel	200.474		\$		
4. Equipment	200.439		\$		
5. Supplies	200.94		\$		
6. Contractual Services and Subawards	200.318 & 200.92		\$	378,067.00	
7. Consultant (Professional Service)	200.459		\$		
8. Construction			\$		
9. Occupancy (Rent and Utilities)	200.465		\$		
10. Research and Development (R&D)	200.87		\$		
11. Telecommunications			\$		
12. Training and Education	200.472		\$		
13. Direct Administrative Costs	200.413 (c)		\$		
14. Miscellaneous Costs			\$		
15. A. Grant Exclusive Line Item(s)			\$		
15. B. Grant Exclusive Line Item(s)					
16. Total Direct Costs (add lines 1-15)	200.413		\$	378,067.00	
17. Total Indirect Costs	200.414		\$		
Rate %:					
Base:					Instructions
<ol> <li>Total Costs State Grant Funds (Lines 16 and 17)</li> <li>MUST EQUAL REVENUE TOTALS ABOVE</li> </ol>			\$	378,067.00	found at end of document.



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name:Kendall County

NOFO Number: 22-494-80-0338-01

## SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE:** (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)

Your organization may <u>not</u> have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

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

2b. Our Organization currently does <u>not</u> have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our <u>initial</u> Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three [ (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is:

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

%

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From:	To:	Approving Federal or State Agency:	
Indirect Cost Rate:	% The Distribution Base Is:		



Organization Name: Kendall County	NOFO Number: 22-494-80-0338-01					
Section B: Non-State of Illinois Funds	Fiscal Year:	07/01	1/2022			
REVENUES			Total Revenue			
Grantee Match Requirement %:	(Agency to Populate)					
b) Cash		\$				
c) Non-Cash		\$				
d) other Funding and Contributions		\$				
Total Non-State Funds (lined b through d)		\$				
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures			
1. Personnel (Salaries and Wages)	200.430	\$				
2. Fringe Benefits	200.431	\$				
3. Travel	200.474	\$				
4. Equipment	200.439	\$				
5. Supplies	200.94	\$				
6. Contractual Services and Subawards	200.318 & 200.92	\$				
7. Consultant (Professional Services)	200.459	\$				
8. Construction		\$				
9. Occupancy (Rent and Utilities)	200.465	\$				
10. Research and Development (R&D(	200.87	\$				
11. Telecommunications		\$				
12. Training and Education	200.472	\$				
13. Direct Administrative Costs	200.413 (c)	\$				
14. Miscellaneous Costs		\$				
15. A. Grant Exclusive Line Item(s)		\$				
15. B. Grant Exclusive Line Item(s)		\$				
16. Total Direct Costs (add lines 1-15)	200.413	\$				
17. Total indirect Costs	200.414	\$				
Rate %:						
Base:						
<ol> <li>Total Costs State Grant Funds (Lines 16 and 17)</li> <li>MUST EQUAL REVENUE TOTALS ABOVE</li> </ol>		\$				



Organization Name: Kendall County			NOFO Number: 22-494-80-0338-01
Data Universal Number System (DUNS) Number (enter	numbers only): 361779440	Fiscal Year:	07/01/2022
Catalog of State Financial Assistance (CSFA) Number:	494-80-2410	CSFA Short Description:	CARES Act Section 5311

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Kendall County	Kendall County
Institution/Organization Name:	Institution/Organization Name:
Deputy County Administrator	County Administrator
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Latreese Caldwell	Scott Koeppel
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
P/2/2/ Date of Execution (Chief Financial Officer):	9/2/2/ Date of Execution (Executive Director):

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



FFATA Data Collection Form (if needed by					
-	\$30,000 or more must provide the f	ollowing	information for federal repor	rting. Please fill out	the following form accurately and completely.
4-digit extension if applicable:					
Sub-recipient DUNS: 361779440		Sub-re	cipient Parent Company	DUNS:	
Sub-recipient Name: Kendall County					
Sub-recipient DBA Name: County of Ker	ndall				
Sub-recipient Street Address: 111 W.	Fox Street				
City: Yorkville	State: IL	Zip-Co	de:60560	Congressional D	istrict: 11,14
Sub-recipient Principal Place of Perform	ance:				
City: Yorkville	State: IL	Zip-Co	de:60560	Congressional D	istrict: 11,14
Contract Number (if known):	Award Amount:		Project Period: From:		Project Period: To:
	\$378,067.00		1/20/2020		6/30/2024
State of Illinois Awarding Agency and Pi	roject Detail Description:				
Emergency relief funding for public trans	sportation services				
		ompens	ation of its top 5 highly co	ompensated officia	Is. Please answer the following questions and
follow the instructions.					
(1) 80% or more of your annual gross re more in annual gross revenue from U.S.	venues in U.S. federal contracts,	subcon	tracts, loans, grants, sub	grants and/or coo	n, all branches and affiliates worldwide) receive perative agreements and (2) \$25,000,000 or ments?
Yes If Yes, must ans	swer Q2 below.	No 🖂	If No, you are no	ot required to prov	<i>r</i> ide data.
<b>Q2.</b> Does the public have access to info branches and all affiliates worldwide) thr 6104 of the Internal Revenue code of 19	ough periodic reports filed under	of the s section	enior executives in your 13(a) or 15(d) of the Sec	business or orgar curity Exchange A	ization (including parent organization, all ct of 1934 (5 U.S.C. 78m(a), 78o(d)) or section
Yes 🔀		No	lf No, you must	provide the data.	Please fill out the rest of this form.
Please provide names and total compense	ation of the top five officials:				
Name:					Amount:
Name:					Amount:
Name:					Amount:
Name:					Amount:
Name:					Amount:



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

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
					State Total		
				%			Add Delete
				١	NON-State Total		
					Total Personnel		
Personnel Narrative (State):	:						<u> </u>
Personnel Narrative (Non-S	tate): (i.e. "Match" or "Of	her Funding")					



### 2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

	Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows	
				%		Add Delete	
				State Total			
				%		Add Delete	
				Non-State Total			
			Т	otal Fringe Benefits			
	Narrative (State):						
Fringe Benefits	Narrative (Non-State): (i.e. "Mate	ch" or "Other Funding")					



### 3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
					State Total		
							Add
							Delete
					NON-State Total		
					Total Travel		
Travel Narrative (State):							
Travel Narrative (Non-State): (i.	ee "Match" of "Other Fu	unding)					



### 4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
					Add Delete	
			State Total			
					Add Delete	
			Non-State Total			
			Total Equipment			
Equipment Narr	ative (State):					
Equipment Narr	rative (Non-State): (i.e. "Match" or "Other Funding")					



## 5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
					Add Delete	
			State Total			
					Add Delete	
			Non-State Total			
			Total Supplies			
Supplies Narrat	ive (State):				1	I
Supplies Narrat	ive (Non-State): (i.e. "Match" or "Other Funding")					



### 6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

#### Please also note the differences between subaward, contract, and contractor (vendor):

Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
 Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal

award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

	Item	Contractual Services Cost	Add/Delete Rows	
	1	\$378,067.00	Add Delete	
	State Total	\$378,067.00		
			Add Delete	
	Non-State Total			
	Total Contractual Services	\$378,067.00		
Contrac	ctual Services Narrative (State):			I
Transit	services provided by Voluntary Action Center of Northern Illinois			
Contrac	ctual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")			



### 7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees)	S	ervices Provided	Fee	Basis	C	uantity	Consultant Services (Fee) Cost	Add/Delete Row	
								Add	
								Delete	
					S	tate Total			
								Add	
								Delete	
					NON	State Total			
				Total Con	sultant Serv	vices (Fees)			
Consultant Services Narrative (S	State):								
Consultant Services Narrative (N	Non-State):								
Consultant Expenses - Ite	me	Location	Cost Rate	Basis	Quantity		Consultant Expenses	Add/Delete	
Consultant Expenses - ite	1115	Location	COSI Rale	Dasis	Quantity	Trips	Cost	Row	
								Add	
								Delete	
					Sta	ite Total			
								Add	
								Delete	
					NON-S	State Total			
				Total	Consultant	Expenses			
Consultant Expenses Narrative	(State):							I	
Consultant Expenses Narrative	(Non-State	): (i.e. "Match" or "Other F	Funding")						



#### 8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

	Purpose	Description of Work	Construction Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Construction		
Co	nstruction Narrative (State):			
Со	nstruction Narrative (Non-State): (i.e. "Match" or "Other Fi	unding")		



#### 9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
				State Total		
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						· · ·
Occupancy - Rent and Utilities Narrative (Non-State	): (i.e. "Match" or "Ot	her Funding")				



### 10). Research & Development (R&D) (2 CFR 200.87)

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

	Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
				Add
				Delete
		State Total		
				Add
				Delete
		Non-State Total		
		Total Research and Development		
Res	search and Development Narrative (State):			
Re	search and Development Narrative (Non-State): (i.e. "Mat	ch" or "Other Funding")		



#### 11). Telecommunications

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

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
						Delete
				State Total		
						Add
						Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						I
Telecommunications Narrative (Non-State): (i.e. "Ma	tch" or "Other Fundi	ng")				



### **12). Training and Education** (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
				State Total		Delete
						Add Delete
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "	Match" or "Other Fur	nding")				



### 13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) <u>Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency</u>; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
					State Total		
				%			Add
				70			Delete
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs	Narrative (Non-State): (i	.e. "Match" or "Other	Funding")				



### 14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State)	: (i.e. "Match" or "Oth	ner Funding")				



### 15). GRANT EXCLUSIVE LINE ITEM

### Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
					-	Add Delete
				State Total		Delete
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						
Grant Exclusive Line Item Narrative (Stat	te):				1	
Grant Exclusive Line Item Narrative (Nor	n-State): (i.e. "Match" or "Other F	Funding")				
Add New Grant Exclusive Line Item	Delete Grant Exclusive Line	Item				



### **16). Indirect Cost** (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
Total Indirect Costs				
Indirect Costs Narrative (State):				<u> </u>
Indirect Costs Narrative (Non-State):				



**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	\$378,067.00		\$378,067.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$378,067.00		
Non-State Amount			
TOTAL PROJECT COSTS			\$378,067.00



**•** •

# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

For State Use Only			
Grantee: <u>Kendall County</u> Data Universal Number System (DUNS) Number (enter nur	mbers only) : 361779440	Notice of Funding Opportunity (NOFO) Nu	mber: 22-494-80-0338-01
Catalog of State Financial Assistance (CSFA) Number: 494	-80-2410	CSFA Short Description: CARES Act Sect	ion 5311
Fiscal Year(s):			
Initial Budget Request Amount:			
Prior Written Approval for Expense Line Item:			
Statutory Limits or Restrictions:			
Checklist:			
Final Budget Amount Approved: \$378,067.00			
	Mackenzie Thiessen	Digitally signed by Mackenzie Thiessen Date: 2021.09.19 14:40:38 -05'00'	
Program Approval Name	Program Approval Signa	iture	Date
Fiscal & Administrative Approval Name	Fiscal & Administrative A	Approval Signature	Date
Budget Revision Approved:			
Program Approval Name	Program Approval Signa	ture	Date
Fiscal & Administrative Approval Signature	Fiscal & Administrative A	Approval Signature	Date

#### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

## Kendall County Job Description

TITLE:	Deputy Director of Technology Services & GIS
DEPARTMENT:	Technology Services and Geographic Information Systems (GIS)
SUPERVISED BY:	Director of Technology Services
FLSA STATUS:	Exempt
APPROVED:	In Process

### I. Position Summary:

The Deputy Director of Technology Services & GIS performs research and analytical work in support of administrative, financial, and personnel functions of Technology & GIS. Additionally, serves as GIS Coordinator by supervising, managing, and directing the field and office activities of the Kendall County Geographic Information Systems (GIS) Department. The Deputy Director of Technology Services & GIS serves as the Technology Services Director in their absence.

### II. Essential Duties and Responsibilities:

- A. GIS Department: Supervises, manages, and directs the operation and maintenance of the Kendall County GIS Department including, but not limited to, the following duties:
  - Responsible for the overall management of Enterprise GIS.
  - Ensure the orderly and technically sound development and operation of the system and that the needs of the stakeholders and users of the Enterprise GIS are adequately met.
  - Develops and manages the GIS program budget.
  - Procures project management of consultants, vendors, and staff supporting the GIS department.
  - Directs the definition and technical review of database(s) and application designs.
  - Manages the technical development and quality assurance of the Enterprise GIS database
  - Coordinates the creation or revisions of existing maps and charts as relative to county and intergovernmental projects.
  - Produces new maps and viewers at the request of Kendall County's elected officials and County staff.
  - Responsible for problem resolution, software and hardware contract maintenance.
  - Explains and interprets division activities and policies to the general public.
  - Performs routine to moderately complex cadastral mapping duties.
  - Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents.
  - Utilizes a data management computer system to retrieve and enter property information.
  - Secures aerial imagery of the county at least every other year taken at leaf-off/spring time.
  - Compiles data required for land record map preparation or revision, including aerial photographs, survey notes, records, reports, and original maps to ensure completeness and accuracy.
  - Develops and oversees all public relations for the GIS Department, including but not limited to, development, administration, and maintenance of the GIS Department's website to ensure information is current and accurate.
  - Serves as the GIS Department's liaison with Kendall County's elected officials, department heads, and local community leaders.
  - Provide technical expertise and assistance to meet the needs and requests of other government agencies and the general public related to the GIS system.
  - Recommends changes to GIS software, CAD software, hardware, network, and database organizations, in order to maximize efficiencies for better service to GIS users, which recommendations are given significant weight by the final decision- makers.
  - Oversees and plans the potential growth and performance of the cloud platform hosting programs for both private and public use.
  - Issues work orders for necessary maintenance within the GIS Department.

# **Kendall County Job Description**

- Customarily and regularly supervises, manages, and directs the work of at least two (2) or more full-time employees (or their equivalent) working in the Kendall County GIS Department including, but not limited to, the following:
  - o Interviews, selects, and trains GIS Department staff.
  - Sets and adjusts employees' hours of work.
  - Provides recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker.
  - Prepares and maintains production and operations records for use in supervision and control of the GIS Department's services.
  - Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status.
  - Handles employee complaints and grievances.
  - Provides recommendations regarding personnel policies and procedures applicable to GIS Department staff, which recommendations are given significant weight by the final decision-maker.
  - Provides recommendations regarding the hiring, firing, and discipline of GIS Department staff, which recommendations are given significant weight by the final decision-maker.
  - Apportions the work among GIS Department employees.
  - Plans, organizes, and supervises the activities of GIS Department staff.
  - o Develops and implements training program for GIS Department staff.

### B. Technology Services Department

- Coordinate various special projects
- Maintain inventory by ordering supplies and equipment
- Schedule meetings, appointments, and training classes
- Research, prepare, create, review, and process paperwork, correspondence, reports, newsletters, promotional materials, and other materials
- Monitor contracts and maintain spreadsheets, logs, and files
- Attend meetings and workshops
- Participate in the development of divisional policies
- Assist with budget research and prepare reports
- Monitor revenues and expenditures
- Compile data relating to financial issues
- Review and process invoices, deposits, payments, and payroll
- Prepare financial documents and billings
- Perform financial calculations, extract and analyze from financial databases, accounts, grants, and reconciling accounts.
- Assists with personnel actions, including:
  - employee hiring processes,
  - researching and analyzing employee issues and documenting findings and actions.
  - Supervises Technology Services staff in absence of Director

### C. Shared Intergovernmental Services

- Meet with clients to understand scope of projects
- Provide cost estimates of projects
- Assign work among Technology & GIS employees
- Accurately track services rendered
- Prepare quarterly bills to customers
- Participate in Shared Services meetings
- D. Performs other duties and responsibilities as assigned.

## III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

## A. Skills, Knowledge and Abilities:

- Knowledgeable of GIS software and technology, and familiar with a variety of the field's concepts, practices, and procedures.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Relies on extensive experience and judgment to plan and accomplish goals; a wide degree of creativity and latitude is expected.
- Ability to build teamwork, organizes, prioritize, and perform multiple tasks in a timelymanner.
- Ability, skill, and knowledge necessary to effectively supervise and manage the GIS Department.
- Ability to deal tactfully and courteously with the public.
- Ability to analyze a variety of complex working procedures.

## B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Complies with all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Proven project management skills.
- Maintains confidential records including but not limited to personnel records, budget, and long term strategy planning records, etc.
- Proficient in MS Products including office SQL, and Window Server.
- Proficient in ESRI products.

## C. Education and Experience

- This position requires a minimum of either a Bachelor's Degree from an accredited institution or ten (10) or more years of increasingly responsible experience in the design, development, implementation, and administration of a geographical information system.
- Experience in database administration and implementation related to ArcGIS and enterprise databases is required.
- Proven understanding of land records, legal descriptions, surveys, tracts, and parcel maps is required.
- Working knowledge of GIS and cartographic standards is required.
- Three (3) or more years of personnel management experience is preferred

## IV. Physical Demands:

- While performing the duties of this job, the employee must be able to:
- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office<sup>39</sup> Jocations and to GIS-related business meetings

and conferences.

## V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Occasionally work outside as required to perform work related tasks.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Date

Signature of Supervisor cc: personnel file, employee