



**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION**  
Kendall County Office Building, 111 W. Fox Street  
County Board Rm 209 & 210, Yorkville, IL 60560

**Wednesday, May 15, 2024 at 5:30 p.m.**

**MEETING AGENDA**

1. Call to Order
2. Roll Call: Elizabeth Flowers (Chairman), Seth Wormley, Scott Gengler, Brooke Shanley, Dan Koukol
3. \*MOTION (VV) Approval of Agenda
4. \*MOTION (VV) Approval of Minutes from March 20, 2024 Committee Meeting
5. Committee Reports and Updates
  - A. Animal Control Department Update – Director Taylor Cosgrove (Pg.5)
  - B. Emergency Management Agency Update – Director Roger Bonuchi (Pg.20)
  - C. Revolving Loan Status Update (Pg.22)
  - D. Economic Development Update – ED Coordinator Todd Volker (Pg.23)
  - E. KAT Update (Pg.29)
6. New Committee Business
  - A. **\*MOTION (Forward to County Board):** Approval of Agreement with Kendall Township for Social Services with County of Kendall (Pg.42)
  - B. **\*MOTION (Forward to County Board):** Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall (Pg. 46)
  - C. **\*MOTION (Forward to County Board):** Approval of 2025 Kendall County Holiday Calendar (Pg.132)
  - D. **\*DISCUSSION:** Animal Control fees (Pg.134)
7. Old Committee Business
8. Chairman’s Report
9. Public Comment
10. Executive Session
11. Items for Committee of the Whole
12. Action Items for County Board
13. Adjournment

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

**COUNTY OF KENDALL, ILLINOIS**  
**ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE**  
**Meeting Minutes for Wednesday, March 20, 2024 at 5:30 p.m.**

**Call to Order** The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	here		
Scott Gengler	here		
Dan Koukol	here		
Brooke Shanley	here		
Seth Wormley	absent		

**With four (4) members present a quorum was established at 5:30 p.m.**

**Staff Present:** Christina Burns, Taylor Cosgrove, Roger Bonuchi, Todd Volker, Matt Asselmeier

**Approval of Agenda** – Member Shanley made a motion to approve the agenda, second by Member Koukol. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

**Approval of Minutes** – Member Koukol made a motion to approve the February 08, 2024 Committee Meeting minutes, second by Member Gengler. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

**Committee Reports and Updates**

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove directed the committee to page 4 of the packet for the monthly reports on bites, average length of stay, and financial reports. Ms. Cosgrove stated that the employment agreement with Dr. Schlapp has been finalized, he will be in Animal Control on Wednesday mornings for routine checks and as needed for critical care. Ms. Cosgrove is also working on finding a veterinary provider for the voucher program, as the current veterinary clinic has significantly increased their pricing and has implemented restrictions on the number of vouchers that can be used. The Scooter’s Coffee Donor Day has been changed to April 5<sup>th</sup>, with all three locations (Sandwich, Plano and Yorkville) giving a percentage of profit to Animal Control. Animal Control is also working with several other businesses for April and May Adoption events. Animal Control participated in a successful K9’s for Cops event with the Oswego Police Dept. The dog they highlighted was adopted almost immediately and three other dogs were adopted in last the two days.
  
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave an update to the committee and directed them to page 13 of the packet. Mr. Bonuchi also stated that they had applied and passed the Storm Ready Designation by the National Weather Service, this is on a four year renewal cycle. This designation is given to those communities that have reached a high level of severe weather preparedness. EMA is ramping up on certification classes; completed two with the Sheriff’s Youth Academy and one with the general public and several classes will be offered in the coming months.

**C. Revolving Loan Status Update-** County Administrator Christina Burns gave a brief overview of the revolving loans (see page 14 of packet). Most are current with their payments and the committee will discuss Grace Holistic Center for Education later in this meeting.

**D. Economic Development Update-** Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates (see page 15 of packet). Highlights include a successful first factory tour hosted by Aurora Specialty Textiles; school career counselors, local manufacturers and economic development staff engaged in structured discussion on workforce development solutions. Member Koukol attended the second Entrepreneur's Breakfast with a good discussion and turnout. Next month's breakfast will feature an experienced SBA lender who will talk about startup capital. Mr. Volker is working on next month's job fair, have about 40 participants, these include businesses and organizations.

**New Committee Business**

**A.DISCUSSION:** Animal Control Donation Program

Animal Control Director Taylor Cosgrove gave a presentation on a proposed Donor Wall to be located inside the Animal Control building. The idea was born out of the \$30,000 dollar donation left by the Estate of Max C. Gartner. The plan is for a large plaque with individual silver and gold paws that will be custom engraved as donors reach the certain dollar amounts. Proposed levels for an engraved silver paw would be a donation of \$1000 -\$2500, \$2500 and up donation for an engraved gold paw. The committee would like Ms. Cosgrove to explore more options for the large donations but to go forward with the plaque and paws for now.

Ms. Cosgrove also presented a Receipt of Donation form that can be filled in for donations given to Animal Control. This provides the donor with a tax donation receipt and record keeping.

**B.DISCUSSION:** Revolving Loan Fund Loan Modification Agreement for Grace Holistic

County Administrator Christina Burns briefed the committee on the request from Grace Holistic to enter into a loan modification agreement. They were seeking a 12-month deferral originally but after subsequent discussions with them, their needs can be met with deferred principal payments to the September 1, 2024 with interest only payments and no extension of the loan date. The current and the proposed revised amortization schedule for Grace Holistic was provided in the packet starting on page 19. The committee discussed the appropriate method of modifying the loan, whether through action of the committee as has been done previously or County Board. A suggestion was made to have a business item added to a future agenda to discuss the Revolving Loan Fund program, including criteria for the loans and procedures of how to facilitate these loans in the future. The committee reached a consensus that they support the loan modifications set forth as presented for this loan. Ms. Burns asked if the State's Attorney has no issue with it being approved at committee, that staff can move forward with drafting a letter informing Grace Holistic that the deferment is approved. If the State's Attorney would like this to be on the County Board agenda, Ms. Burns will inform the committee of that decision.

Member Gengler made a motion to approve the loan modification, pending further discussion with the State's Attorney, second by Member Shanley. **With four (4) members voting aye, the motion was carried by a vote of 4 - 0.**

**Roll Call Vote:**

Elizabeth Flowers	Yes
Scott Gengler	Yes
Dan Koukol	Yes
Brooke Shanley	Yes

**Old Committee Business** – None

**Chairman’s Report** – None

**Public Comment** – None

**Questions for the Media** – None

**Executive Session** – (21) Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Member Flowers made a motion to move into Executive session, second by Member Gengler. With four (4) members voting aye, the motion was carried by a vote of 4-0.

**Roll Call Vote:**

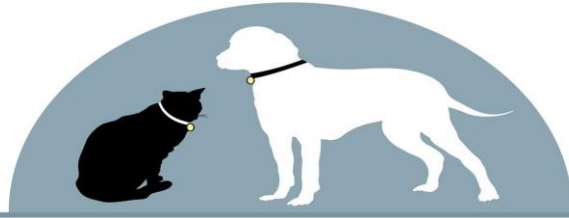
Elizabeth Flowers	Yes
Scott Gengler	Yes
Dan Koukol	Yes
Brooke Shanley	Yes

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

**Action Items for County Board** - None

**Adjournment** – Member Shanley made a motion to adjourn, second by Member Koukol. **With four (4) members present in agreement; the meeting was adjourned at 6:14 p.m.**

Respectfully submitted,  
Sally A. Seeger  
Administrative Assistant



---

**KENDALL COUNTY**  
**ANIMAL CONTROL**

***Financial Statements FY24***  
***April 2024***

**KENDALL COUNTY ANIMAL CONTROL FUND #1301**  
**Statement of Revenues And Expenditures**  
**4/30/2024**

	<b>CURRENT YEAR</b>				<b>PRIOR YEAR</b>	<b>VARIANCE</b>
	<b>FY24 Budget</b>	<b>April Actual</b>	<b>FY24 YTD</b>	<b>YTD Percent of Budget</b>	<b>FY23 YTD</b>	<b>FY24 YTD v. FY23 YTD</b>
<b>REVENUE</b>						
Fines & Fees	\$ 27,000	5,296	28,628	106%	17,921	\$ 10,707
Miscellaneous	100	250	250	250%	-	250
Donations	5,000	-	29,010	580%	2,968	26,042
Rabies Tags Sold	300,000	25,183	109,015	13%	111,378	(71,336)
Intact Registration Fee	13,000	800	6,775	52%	3,360	3,415
<b>Total Revenue</b>	<b>\$ 345,100</b>	<b>\$ 31,529</b>	<b>\$ 173,678</b>	<b>50%</b>	<b>\$ 135,627</b>	<b>\$ (30,922)</b>
<b>EXPENDITURE</b>						
Salaries - Other	122,204	7,817	40,042	33%	30,511	9,531
Salaries - Administration	6,500	1,154	3,277	50%	2,550	727
Sal Animal Control Warden	63,036	4,849	24,487	39%	21,923	2,564
Sal Asst Animal Ctrl Warden	42,432	3,520	17,776	42%	17,952	(176)
Salaries - Overtime	510	-	-		132	(132)
Office Supplies	1,500	-	357	24%	1,026	(669)
Postage	1,600	69	448	28%	898	(450)
Training	2,000	298	698	35%	125	573
Cellular Phones	1,200	85	423	35%	422	1
Contractual Services	6,000	-	5,760	96%	363	5,398
Equipment	4,000	-	1,691	42%	459	1,232
Vehicle Maintenance / Repairs	1,600	-	-		1,350	(1,350)
Gasoline / Fuel / Oil	1,000	-	-		351	(351)
Uniforms / Clothing	750	-	-		-	-
Refunds	500	-	-		-	-
Observation / Disposal	500	-	-		-	-
Microchips	1,850	-	955	52%	1,016	(61)
Volunteers / Public Relations	1,000	75	75	8%	-	75
Rabies Tags	2,500	-	2,422	97%	2,237	185
Transportation Board and Care	7,794	688	4,022	52%	1,467	2,555
<b>Total Operating Expenditure</b>	<b>\$ 268,476</b>	<b>\$ 18,554</b>	<b>\$ 102,432</b>	<b>38%</b>	<b>\$ 82,782</b>	<b>\$ 19,651</b>
<b>TRANSFERS OUT</b>						
Transf. to General Fund	10,000	-	4,866	49%	5,067	(201)
Transf. to IMRF Fund	13,160	942	5,228	40%	4,417	811
Transf. to SSI Fund	17,954	1,326	7,127	40%	5,818	1,309
Transf to Animal Cntr Cap Imp	15,000	-	-		-	-
Trns. to Health Care Fund	23,785	1,775	5,326	22%	-	-
<b>Total Transfers Out</b>	<b>\$ 79,899</b>	<b>4,044</b>	<b>22,546</b>	<b>28%</b>	<b>15,302</b>	<b>\$ 1,918</b>
<b>Total Expenditure &amp; Transfers Out</b>	<b>\$ 348,375</b>	<b>22,597</b>	<b>124,978</b>	<b>36%</b>	<b>98,084</b>	<b>\$ 21,569</b>
<b>Total Revenue Over/(Under) Expenditure</b>	<b>\$ (3,275)</b>	<b>\$ 8,932</b>	<b>\$ 48,700</b>	<b>-1487%</b>	<b>\$ 37,543</b>	<b>\$ 11,156</b>

**KENDALL COUNTY ANIMAL CONTROL FUND #1301  
FUND (CASH) BALANCE  
FY 2024**

MONTH	FY24 Monthly REVENUE OVER/(UNDER) EXPENSES	FY24 FUND (CASH) BALANCE	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 203,399		\$ 159,329
December-23	\$ (3,135)	200,264	\$ 4,543	163,872
January-24	56,230	256,493	15,569	179,440
February-24	(9,950)	246,543	22,472	201,913
March-24	(3,377)	243,167	5,701	207,614
April-24	8,932	252,098	(10,885)	196,728
May-24			9,548	206,277
June-24			14,436	220,713
July-24			6,294	227,007
August-24			11,574	238,581
September-24			1,487	240,068
October-24			(8,149)	231,918
November-24			(27,885)	204,033
Year End Adjustment			(634)	203,399
Fund (Cash)	\$ 48,700		\$ 44,070	
YTD Fund Balance		\$ -		\$ 203,399

**KENDALL COUNTY ANIMAL CONTROL**  
**Statement of Revenues And Expenditures**  
**4/30/2024**

**Animal Medical Care Fund #1302**

	<b>FY24 Budget</b>	<b>April Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 16,300</b>	<b>\$ 18,140</b>			FY13 \$250 FY14 21,935 FY15 33,497
<b>Revenue</b>					FY16 32,810 FY17 32,325 FY18 26,165 FY19 20,132
Donations & Receipts	10	1,390	7,450	74497.1%	FY20 18,939
Total Revenue	10	1,390	7,450	74497.1%	FY21 18,050 FY22 16,300 FY23 18,140
<b>Expenditure</b>					
Animal Medical Care Expenses	3,000	615	2,212	73.7%	
Heartworm Testing	500	-	518	103.5%	
FeLuk/FIV Testing	1,500	-	1,147	76.5%	
Total Expenditure	5,000	615	3,877	77.6%	
<b>Ending Balance</b>	<b>\$ 11,310</b>	<b>\$ 21,712</b>	<b>\$ 3,572</b>		

**County Animal Population Control Fund #1309**

	<b>FY24 Budget</b>	<b>April Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 114,739</b>	<b>\$ 94,959</b>			FY11 \$ 46,246 FY12 60,939 FY13 64,358
<b>Revenue</b>					FY14 71,549 FY15 83,094 FY16 97,935 FY17 106,508
Fees	12,000	1,650	11,815	98.5%	FY18 108,859
Total Revenue	12,000	1,650	11,815	98.5%	FY19 117,265 FY20 115,665 FY21 114,716 FY22 114,739 FY23 94,959
<b>Expenditure</b>					
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	1,317	1,911	19.1%	
Spay/Neuter Fees - Adopted Dogs/Cats	15,000	2,581	12,043	80.3%	
Total Expenditure	25,000	3,898	13,954	55.8%	
<b>Ending Balance</b>	<b>\$ 101,739</b>	<b>\$ 92,821</b>	<b>\$ (2,139)</b>		

**Animal Control Capital Fund #1400**

	<b>FY24 Budget</b>	<b>April Actual</b>	<b>YTD Actual</b>	<b>YTD Percent of Budget</b>	<b>Fund Balance</b>
<b>Beginning Balance</b>	<b>\$ 42,131</b>	<b>\$ 60,931</b>			FY11 \$ 87,769 FY12 41,062 FY13 46,762
<b>Expenditure</b>					FY14 51,661 FY15 69,276 FY16 125,571 FY17 134,712 FY18 142,293
Expense - Building Improvements	10,000				FY19 113,553
Capital Expenditure	15,000	-	8,229	54.9%	FY20 3,551
Total Expenditure	25,000	-	8,229	32.9%	FY21 23,607 FY22 42,131
<b>Transfers In</b>					
Transfers In - from Animal Control Fund	15,000	-	-	0.0%	
Total Transfers In	15,000	-	-		
<b>Ending Balance</b>	<b>\$ 32,131</b>	<b>\$ 52,702</b>	<b>\$ (8,229)</b>		



# Kendall County Animal Control

Economic Development & Administration 4/17/24

Brianna Falk, ACO & Kennel Manager

1. Reports
  - a. March 2024 shelter/bite reports (3 Rabies Observation done at KCAC)
  - b. Blooming Succulents Studio LLC Adoption Event on 4/27 Upcoming Event
2. New Business

No New Business

## Average Length Of Stay

3/1/2024 - 3/31/2024

*Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.  
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. \*Fosters not factored into totals.  
Formula: (total amount) / (total average)*

<b>CAT</b>	<b># Animals</b>	<b>Avg Days</b>
<b>ADOPTION</b>	<b>4</b>	<b>15.75</b>
<b>FOSTER*</b>	<b>9</b>	
<b>NON LR</b>	<b>1</b>	<b>2.00</b>
<b>RTO</b>	<b>3</b>	<b>12.67</b>
<b>TRANSFER</b>	<b>3</b>	<b>8.33</b>
<b>FOSTER</b>		<b>0.00</b>
<b>Total :</b>	<b>20</b>	<b>10.64</b>

<b>DOG</b>	<b># Animals</b>	<b>Avg Days</b>
<b>ADOPTION</b>	<b>6</b>	<b>13.17</b>
<b>FOSTER*</b>	<b>3</b>	
<b>NON LR</b>	<b>1</b>	<b>2.00</b>
<b>RTO</b>	<b>11</b>	<b>3.45</b>
<b>TRANSFER</b>	<b>7</b>	<b>6.86</b>
<b>FOSTER</b>		<b>0.00</b>
<b>Total :</b>	<b>28</b>	<b>5.68</b>

# Kendall County Animal Control

802 John Street  
Yorkville IL 60560



Bites between 3/1/2024 and 3/31/2024

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
03/01/2024	OZZY	A044167	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	NO	3	Yes
03/02/2024	TITAN	A044286	SHIBA INU	NOT UTD	UNALTERED	VICTIM	NO	2	No
03/03/2024	BODIE	A028316	SHIH TZU / MIX	UTD	ALTERED	VICTIM	NO	2	No
03/05/2024	MOLLY	A044250	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2	No
03/06/2024	TUCKER	A001601	SIBERIAN HUSKY / MIX	NOT UTD	ALTERED	OWNER	NO	4	No
03/08/2024	LANDON	A044322	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO	2	No
03/10/2024	HOOPER	A044411	PIT BULL	UTD	ALTERED	OWNER	NO	3	No
03/10/2024	KRATOS	A005159	AMER BULLDOG	NOT UTD	ALTERED	OWNER	NO	3	No
03/10/2024	NOAH	A019775	BULLDOG	UTD	ALTERED	OWNER	NO	1	No
03/13/2024	UNKNOWN	A044496	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	2	No
03/14/2024	PAYTON	A044488	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2	No
03/15/2024	DUKE	A014543	GERM SHEPHERD	UTD	ALTERED	VICTIM	YES	2	No
03/16/2024	VALENTINO	A044512	CHOW CHOW	NOT UTD	ALTERED	OWNER	NO	3	No
03/17/2024	SMOKEY	A028102	PIT BULL	NOT UTD	UNALTERED	VICTIM	NO	4	No
03/19/2024	CHARLIE	A044240	MIXED	UTD	ALTERED	VICTIM	NO	3	No
03/22/2024	HULA	A044575	CATAHOULA / MIX	NOT UTD	ALTERED	VICTIM	NO	1/2	No
03/22/2024	MITTEN	A045275	DOMESTIC SH	UTD	ALTERED	VICTIM	NO	2	Yes
03/23/2024	WILD CHIPMUNK	A044594	SQUIRREL	NOT UTD	UNALTERED	VICTIM	UNK	2	No
03/28/2024	KIKI	A045283	DOMESTIC LH	NOT UTD	ALTERED	OWNER	NO	2	No

Breed	Total
<b>Total</b>	<b>19</b>
<b>CAT</b>	<b>3</b>
DOMESTIC LH	1
DOMESTIC SH	2
<b>DOG</b>	<b>15</b>
AMER BULLDOG	1
BULLDOG	1
CATAHOULA / MIX	1
CHOW CHOW	1
GERM SHEPHERD	2
LABRADOR RETR / MIX	2
MIXED	2
PIT BULL	2
SHIBA INU	1
SHIH TZU / MIX	1
SIBERIAN HUSKY / MIX	1
<b>OTHER</b>	<b>1</b>
SQUIRREL	1



## Kennel Comparisons Statistics

### "Intake Comparisons"

3/1/23 to 3/31/23

3/1/24 to 3/31/24

<b>Dogs</b>				
Strays	19	18	↓	5.3 %
Owner Surrenders	10	9	↓	10.0 %
CONFISCATE	0	1	↑	100.0 %
TRANSFER	1	0	↓	100.0 %
<b>Total Dogs Received:</b>	<b>30</b>	<b>28</b>	↓	<b>6.7 %</b>
<b>Cats</b>				
Strays	7	9	↑	28.6 %
Owner Surrenders	1	11	↑	1000.0 %
<b>Total Cats Received:</b>	<b>8</b>	<b>20</b>	↑	<b>150.0 %</b>
<b>Total Intakes:</b>	<b>38</b>	<b>48</b>	↑	<b>26.3 %</b>

### "Outcome Comparisons"

3/1/23 to 3/31/23

3/1/24 to 3/31/24

<b>Dogs</b>				
Adoption	14	12	↓	14.3 %
Euthanasia	2	1	↓	50.0 %
Return to Owner	16	10	↓	37.5 %
TRANSFER	5	7	↑	40.0 %
<b>Total Dogs Dispositioned:</b>	<b>37</b>	<b>30</b>	↓	<b>18.92</b>
<b>Cats</b>				
Adoption	5	7	↑	40.0 %
Euthanasia	0	1	↑	100.0 %
Return to Owner	0	2	↑	200.0 %
RELOCATE	3	0	↓	100.0 %
TRANSFER	0	2	↑	200.0 %
<b>Total Cats Dispositioned:</b>	<b>8</b>	<b>12</b>	↑	<b>50.00</b>
<b>Total Outcomes:</b>	<b>45</b>	<b>42</b>	↓	<b>6.7 %</b>

Animals in the Shelter on 4/11/2024	CAT	DOG	Total
	14	11	25

# Kendall County Animal Control

802 John Street  
Yorkville IL 60560



Bites between 4/1/2024 and 4/30/2024

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
04/02/2024	TOBIAS	A045193	DOMESTIC SH	NOT UTD	ALTERED	VICTIM	NO	2	Yes
04/08/2024	ATHENA	A045544	SHIBA INU	UTD	ALTERED	OWNER	NO	3	No
04/08/2024	WINSTON	A045327	LABRADOR RETR / MIX	UTD	ALTERED	VICTIM	NO	4	No
04/08/2024	GYPSY	A025961	DOMESTIC SH	NOT UTD	ALTERED	OWNER	NO	2	No
04/11/2024	WILDLIFE BAT	A045542	BAT	NOT UTD	UNALTERED	VICTIM	UNK	2	No
04/13/2024	SPARKY	A043385	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	3	Yes
04/13/2024	SYLAS	A016749	AUST SHEPHERD	UTD	ALTERED	VICTIM	NO	2	No
04/13/2024	LUCY	A010139	BLOODHOUND	UTD	UNALTERED	OWNER	NO	1	No
04/22/2024	TEDDY	A045545	POODLE MIN	UTD	ALTERED	OWNER	NO	2	No
04/24/2024	SAUCY	A041291	AUST CATTLE DOG	UTD	ALTERED	VICTIM	NO	2	No
04/27/2024	CHATO	A045651	BOSTON TERRIER	NOT UTD	UNALTERED	OWNER	NO	2	No
04/27/2024	MURPHY	A045615	LABRADOR RETR / GERM SHEPHERD	NOT UTD	ALTERED	OWNER	NO	2	No
04/27/2024	ANNIE	A021636	ENG COONHOUND / MIX	UTD	ALTERED	VICTIM	NO	3	No

Breed	Total
<b>Total</b>	<b>13</b>
<b>CAT</b>	<b>2</b>
DOMESTIC SH	2
<b>DOG</b>	<b>10</b>
AUST CATTLE DOG	1
AUST SHEPHERD	1

Date                      Pet Name                      animalid                      Breed                      Vaccinated                      Altered                      Victim/Owner                      Multiple Bites                      bite severity                       euthanized

	Total
BLOODHOUND	1
BOSTON TERRIER	1
ENG COONHOUND / MIX	1
LABRADOR RETR / GERM SHEPHER	1
LABRADOR RETR / MIX	2
POODLE MIN	1
SHIBA INU	1
<b>OTHER</b>	<b>1</b>
BAT	1



## Average Length Of Stay

4/1/2024 - 4/30/2024

*Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.  
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. \*Fosters not factored into totals.  
Formula: (total amount) / (total average)*

<b>CAT</b>	<b># Animals</b>	<b>Avg Days</b>
<b>ADOPTION</b>	<b>2</b>	<b>10.50</b>
<b>FOSTER*</b>	<b>1</b>	
<b>NON LR</b>	<b>1</b>	<b>2.00</b>
<b>RTO</b>	<b>3</b>	<b>4.33</b>
<b>TRANSFER</b>	<b>3</b>	<b>21.00</b>
<b>FOSTER</b>		<b>0.00</b>
<b>Total :</b>	<b>10</b>	<b>10.00</b>

<b>DOG</b>	<b># Animals</b>	<b>Avg Days</b>
<b>ADOPTION</b>	<b>3</b>	<b>8.67</b>
<b>FOSTER*</b>	<b>6</b>	
<b>NON LR</b>	<b>1</b>	<b>1.00</b>
<b>RTO</b>	<b>13</b>	<b>4.92</b>
<b>TRANSFER</b>	<b>3</b>	<b>13.00</b>
<b>FOSTER</b>		<b>0.00</b>
<b>Total :</b>	<b>26</b>	<b>5.50</b>



## Kennel Comparisons Statistics

### "Intake Comparisons"

4/1/23 to 4/30/23

4/1/24 to 4/30/24

<b>Dogs</b>				
Strays	25	15	↓	40.0 %
Owner Surrenders	9	9	↑	- %
CONFISCATE	1	3	↑	200.0 %
<b>Total Dogs Received:</b>	<b>35</b>	<b>27</b>	↓	<b>22.9 %</b>
<b>Cats</b>				
Strays	15	9	↓	40.0 %
Owner Surrenders	4	1	↓	75.0 %
CONFISCATE	3	0	↓	100.0 %
<b>Total Cats Received:</b>	<b>22</b>	<b>10</b>	↓	<b>54.5 %</b>
<b>Total Intakes:</b>	<b>57</b>	<b>37</b>	↓	<b>35.1 %</b>

### "Outcome Comparisons"

4/1/23 to 4/30/23

4/1/24 to 4/30/24

<b>Dogs</b>				
Adoption	20	10	↓	50.0 %
Euthanasia	1	1	↓	- %
Return to Owner	18	14	↓	22.2 %
TRANSFER	5	3	↓	40.0 %
<b>Total Dogs Dispositioned:</b>	<b>44</b>	<b>28</b>	↓	<b>36.36</b>
<b>Cats</b>				
Adoption	10	6	↓	40.0 %
Euthanasia	1	1	↓	- %
Return to Owner	1	3	↑	200.0 %
RELOCATE	1	0	↓	100.0 %
TRANSFER	4	3	↓	25.0 %
<b>Total Cats Dispositioned:</b>	<b>17</b>	<b>13</b>	↓	<b>23.53</b>
<b>Total Outcomes:</b>	<b>61</b>	<b>41</b>	↓	<b>32.8 %</b>

Animals in the Shelter on 5/13/2024	CAT	DOG	Total
	11	16	27

# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## Emergency Management Report

**MARCH 2024**

### ○ **KCEMA Operations**

- 2024 Polar Plunge, KCEMA did traffic control, provide communications, lake side duty, and monitored the buses. 10 volunteers on site.
- Provided Election support to the County Clerk. 3 volunteers.
- Eclipse support planning is ongoing.
- IPP and ILCAT have been submitted to the State.
- NWS Storm Ready Application was approved, and Kendall County is now a Storm Ready Community.
- Met with Kendall and Will County GIS to plan creation of a public-facing damage assessment and mapping tool.

### ○ **Hazard Mitigation Plan**

- No public comments were received, and the plan has been submitted for approval. Since the submittal, FEMA has authorized a new BRIC grant. All of our HMP participants can now apply for grant funding for their listed projects.

### ○ **Meetings/Training/Volunteers/Details**

- Attended State Flood Workshop
- Attended Laserfiche working group.
- Attended Preparing for Cyber Attacks and Incidents training in Grundy Cnty
- 03/18/24 – EMA Volunteer business meeting/training
- 04/04/24 – LEPC Committee Meeting
- 04/15/24 – EMA Volunteer business meeting/training
- 05/17/24 - IEMA Region 3 meeting will be held at the Health Department

# **Kendall County Emergency Management Agency**

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## **Emergency Management Report**

**APRIL 2024**

### **○ KCEMA Operations**

- April recognized the KCEMA Volunteers during National Volunteer Week. Thank you KCEMA volunteers for all your hard work and dedication.
- Took UCP to Carterville for Eclipse
- LEPC Committee meeting was held on April 4<sup>th</sup>.
- Attended Area PIO Meeting
- Attended Whole Community Planning Session
- Swore in new volunteer with KCEMA.
- Conducted Storm Spotter session to the Oswego Citizen's Police Academy
- Submitted quarterly documentation for IPRA and IEMA Grants

### **○ Hazard Mitigation Plan**

- Hazard Mitigation Plan approved by County Board

### **○ Meetings/Training/Volunteers/Details**

- 04/04/24 – LEPC Committee Meeting
- 04/15/24 – EMA Volunteer business meeting/training
- 04/19/24 – Recovery/Resilience Monthly Learning Session
- 04/23/24 – FEMA Region 5 RECCWG
- 05/17/24 - IEMA Region 3 meeting will be held at the Health Department

Kendall County Economic Development Commission  
Loan Status  
3/31/2024

Account Name	Last Pymt	A Monthly Payment		Interest Rate	B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal	Interest		Principal	Interest		Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535								444,268.06	931,481.79
<u>Law Office Corporation</u> Payment: #97/242	3/1/2024	104.34			483.69	95.36			
Loan Status: Midland State Bank	3/11/2015	450.56 <u>120,000.00</u> 120,450.56	1.50%	38,545.53	11,893.46	81,905.03	127.66	50,566.65	
<u>Lucky's Beef N Dogs</u> Payment: #52/176	2/23/2024	225.00			166.16	58.84			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	8,069.86	3,480.14	24,016.34		13,441.96	
<u>Grace Holistic Center for Education</u> Payment: #32/84	10/31/2023	1,332.63			1,154.66	177.97			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	35,443.23	7,200.93	64,556.77	67.36	42,711.52	
<u>Camp Mutty Paws</u> Payment: #23/84	3/20/2024	727.10			731.60	118.40			
Loan Status: Midland State Bank	5/1/2022	54,100.00	3.50%	14,236.51	3,181.59	39,863.49	17.58	17,435.68	
Minooka Water Project	2/7/2023		1.00%						750,000.00
Total Loan Statuses		306,636.76			96,295.13	25,756.12	210,341.63	444,395.72	1,805,637.60

Total Assets (D +E) 2,015,979.23

## April Update to KC Economic Development Committee

Several things happening this month:

- April 4 – Entrepreneur’s Breakfast
- April 5 – Kendall County Career & Resources Fair at Fox Valley Family YMCA, Plano. Thirty-nine companies/organizations and 82 attendees. This will be produced again in the fall; exhibitors were happy. Good reviews.
- Business Retention Visits begin. Overall I will be visiting with local EDO 50 of the county’s larger employers. Purpose of BRE is to know the businesses and know their needs, so they may stay and flourish in the county. Smaller businesses encouraged to complete on-line survey.
- Anticipate completion of Kendall County Economic Survey.

Additional notes:

- Need to reach younger, active, entrepreneurs; will be considering changing the format.
- Reviewing possibility of adding a business succession workshop to the 2024 economic development calendar.

Respectfully submitted,  
Todd D. Volker  
Economic Development Coordinator

## **May 2024 Update**

Todd D. Volker

### Environmental Scan

Continuing work on assembling full information on Kendall County's economic landscape. The short economic brief shows main details. Quick note---the two top areas of concern expressed by local business are workforce and business succession.

### Business Retention and Expansion (BRE)

This office began holding at-site visits to larger local companies. The visits have included local municipal economic development staff. We anticipate visiting at least 20-30 of the county's largest employers. At present, visits have been made to Meijer (Oswego), MTH Pumps (Plano), Menards Distribution Center (Plano), Aurora Specialty Textiles (Yorkville) and Macy's Distribution Center (Minooka). More visits are scheduled for the rest of the month.

More than this, once the larger entities have been contacted, we will be publicizing a shorter, online survey for businesses with fewer employees. The local chambers will help get the word out. Local media will also encourage survey completion.

The overall goal of business retention is to better know how our businesses are doing, so we can respond if there are problems, and assist them, if possible, as the business grows. It can be more cost-effective helping a local business grow than try to attract a new business in the area, so business retention is a major part of economic development.

### Workforce Development

We are currently exploring creating a county-led internship program to match qualified high school-aged youth with summer internships. This would be more than a summer job: it would contain a business educational component. Our businesses need workers; our youth need opportunities. We feel Kendall County can be a good matchmaker here. Will and Grundy County have recently initiated internship programs.

In addition to this, IMEC has a series of workshops open to manufacturers. I'm discussing promoting this as a joint project with Waubensee Community College. I feel it's good to bring together local manufacturing leaders with a substantive program.

### Sites and Buildings

Completed is a database of available development sites and commercial/industrial buildings in Kendall County. This is used as a reference when we receive inquiries and notices. Commercial



real estate firms will begin being contacted by phone on a regular---quarterly basis---to keep the database updated. Our Kendall County website holds a “Buildings and Sites” page that provides links to these real estate listings.

### Events

We feel there is a need for business succession workshops to be held later in the year and plan to organize business succession workshops in Yorkville and Oswego. We will be working with the Fox Valley SCORE (Service Corps of Retired Executives) organization. They have volunteers who have direct personal experience with different types of business succession challenges. Other professionals with experience in this area might be asked to present. Additional plans for a fall job fair, possibly with a healthcare focus.

### Agriculture-related

Two activities we will do are tied directly to the agriculture community in Kendall County. These would be held cooperatively with the Kendall Grundy Farm Bureau. The first is a half-day workshop on farm-related small business ventures, likely to be January 2025. The second is on farm succession---likely to be held in November with a speaker from the Illinois Cooperative Extension. Farm succession is a huge issue for us.

### Entrepreneur Outreach

We remain interested in the possibility of bringing together people who want to start businesses in Kendall County. The Entrepreneur Breakfast approach generated interest from existing small business owners and was held several times. A new way will have to be found to reach our target groups. We feel there are three general sources of entrepreneurs: (a) early career persons, (b) persons experienced in a business area who want to start their own enterprise, and (c) persons starting retirement businesses.

### County website: Economic Development Portion Updated

Revised, rewrote the “Workforce Development,” “Sites and Buildings,” and “Business Assistance” pages on the economic development department portion of the Kendall County web page.

### Meetings, Etc.

We hosted a sack lunch for the area chamber of commerce directors. Attended GCEP sponsor meeting in Bolingbrook at G&W Electric. Attended Aurora Convention and Visitor’s Bureau tourism professional’s Open House. Attended Oswego’s initial Franchise Open House. Met with Yorkville HS counselor Sarah Pottinger about internships. Met with Chris Chaidez of GCEP and Scott Mehaffy of the Farnsworth House to discuss business possibilities with this tourism site.

Developed Kendall Economic Development Alliance logo and flyer with College of DuPage graphic design team. More data assembled for county environment scan.

## KENDALL COUNTY ECONOMIC STAT ROUNDUP

### **Population**

Estimated population in 2023: 137,244.

Projected population growth: 1.27% over the next five years to 146,000 population for Kendall County. Illinois growth is projected at -0.2%.

Population growth is expected to come from young families and educated professionals, with an increasingly diverse demographic makeup. The majority will be homeowners purchasing newer houses built after 2000.

### **Income**

Median household income is \$101,816 in Kendall County, vs. \$72,563 in Illinois and \$69,021 in the nation.

Kendall County has a poverty level of 4.4% vs. 11.8% in Illinois and 12.8% in the nation.

### **Educational Attainment**

Kendall County has a population with 6% of its population (4,159) having no HS diploma, 23.5% having a HS diploma (16,347), and 20.7% with some college/no degree (14,441), and 12.4% with an associate's degree (8,653), and 25.3% with a bachelor's degree (17,632), and 12.1% with a graduate degree (8,401).

### **Overall Business View**

Kendall County has over 2,700 businesses. These fall into retail (12.8%), construction (10.4%), food services (8.5%), healthcare (8.2%) and professional-technical-scientific (7.8%). Large employers include Menards, Wrigley, Performance Foods and Plano Synergy. Retail constitutes the largest sector, with 5,780 workers. Schools are a larger sector with 4,799 workers, and accommodation/food service with 4,008 workers. Retail trade, accommodations/food service and transportation/warehousing will be sectors in Kendall County with the best job growth. The fastest-growing sector will be management of companies.

The strongest areas for number of jobs created will be retail trade (+822 jobs), accommodation/food service (+595) and Health care/social assistance (+276). The highest paying jobs in the county are in mining/quarrying (\$99,868), manufacturing (\$82,033), and wholesale trade (\$74,782).

Kendall County has strength in several industry clusters: chemical, machinery manufacturing and food manufacturing. The 2022 US agricultural census shows an increase in the number of

Kendall County farms, from 361 in 2021 to 383 in 2022's latest report. The average farm size is 337 acres, the great majority in row crops. In 2022, Kendall County had 62,600 acres in corn and 51,240 acres in soybeans. Net cash farm income was \$136,315 (2022). Kendall County ranks #5 in Illinois in "nursery, greenhouse, floriculture, sod." In terms of land use, 76% of Kendall County is agricultural.

For real estate, the St. Louis Fed reports that Kendall County will continue to be a hot market, with January 2024 scores reaching scores last seen in early 2019.

Gross domestic product (GDP) is a common measure of total value of goods and services in an area. For the year 2022, GDP in Kendall County totalled \$3.660,965,000. This was an increase of 9.7%, which followed a 2021 increase of 11.6%. As expected, manufacturing contributed the largest portion of county GDP.

Local business owners and chamber directors report that business conditions in Kendall County are good. Kendall County residents are more likely than the national average to spend on tech, financial planning, house expenses, child expenses and recreational activities. There is satisfaction with both local and county public services, and concern about potential changes to electrical supplies.

### **Workforce**

Labor force participation in Kendall County is 72.6%, vs. 65.2% in Illinois and 63.4% in the nation.

Total employment for the county is 33,653 (2023), with employment increasing 1.2% in 2023. Generally, employment levels in Kendall County are extraordinarily stable. Unemployment in Kendall County is 3.5% in 2023, down from 3.8% in 2022.

Only 26% of Kendall County residents work within the county itself; most leave the county to work in Cook and DuPage Counties. Local employers draw their workforce from Kane, Will and Cook counties, as well as DeKalb, Grundy and La Salle Counties.

Regarding transportation, only 1.1% commute by public transportation, vs. 7.9% for the state and 4.2% for the nation. Lack of public transportation may hinder local companies from attracting lower paid workers.

---

February 2024



of Northern Illinois



Prepared for  
Kendall County

---

	<u>Month Actual</u>	<u>Month Budget</u>	<u>Month Budget Variance</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>	<u>Prior Year YTD Actual</u>	<u>Total Budget</u>
Revenues								
Government Grants	99,055.00	122,686.00	(23,631.00)	973,771.00	981,484.00	(7,713.00)	904,537.00	1,158,423.00
Local Governments	0.00	14,583.00	(14,583.00)	133,496.00	116,667.00	16,829.00	152,709.00	148,335.00
Project Income	5,187.00	4,212.00	975.00	34,684.00	33,692.00	992.00	31,382.00	40,000.00
Agency Contracts	2,979.00	1,687.00	1,292.00	9,939.00	13,500.00	(3,561.00)	25,561.00	15,350.00
Local Donations	<u>2,305.00</u>	<u>0.00</u>	<u>2,305.00</u>	<u>18,440.00</u>	<u>0.00</u>	<u>18,440.00</u>	<u>43,440.00</u>	<u>0.00</u>
Total Revenues	<u>109,525.00</u>	<u>143,168.00</u>	<u>(33,642.00)</u>	<u>1,170,330.00</u>	<u>1,145,343.00</u>	<u>24,988.00</u>	<u>1,157,629.00</u>	<u>1,362,108.00</u>
Expenses								
Personnel	87,605.00	78,378.00	(9,227.00)	667,959.00	627,027.00	(40,932.00)	544,852.00	833,966.00
Fringe Benefits	19,057.00	18,569.00	(488.00)	153,908.00	148,553.00	(5,354.00)	126,819.00	178,508.00
Material & Supplies	17,616.00	16,991.00	(625.00)	154,626.00	135,931.00	(18,695.00)	124,087.00	130,613.00
Operations & Maintenance	20,465.00	2,670.00	(17,795.00)	58,467.00	21,358.00	(37,109.00)	32,906.00	9,818.00
Purchased Services	<u>15,669.00</u>	<u>17,573.00</u>	<u>1,904.00</u>	<u>136,439.00</u>	<u>140,585.00</u>	<u>4,146.00</u>	<u>131,162.00</u>	<u>186,480.00</u>
Total Expenses	<u>160,413.00</u>	<u>134,182.00</u>	<u>(26,231.00)</u>	<u>1,171,398.00</u>	<u>1,073,453.00</u>	<u>(97,944.00)</u>	<u>959,826.00</u>	<u>1,339,385.00</u>
Net Income / (Loss)	<u>(50,887.00)</u>	<u>8,986.00</u>	<u>(59,873.00)</u>	<u>(1,067.00)</u>	<u>71,889.00</u>	<u>(72,957.00)</u>	<u>197,803.00</u>	<u>22,723.00</u>

## FY2024 Monthly Report

	Quarter 1			Quarter 2			Quarter 3			Quarter 4			Year Totals	Q1	Q2	Q3
	July	August	September	October	November	December	January	February	March	April	May	June				
<b>Operations Totals</b>																
Service Days	21	23	20	22	20	19	21	21	21	22			210	64	61	63
Rides	2,479	2,891	2,585	2,839	2,616	2,170	2,421	2,696	2,969	3,008			26,674	7,955	7,625	8,086
Live Miles	24,198	32,141	28,746	32,237	28,581	23,702	27,312	30,275	31,664	33,918			292,774	85,085	84,520	89,251
Empty Miles	5,301	6,457	5,329	5,541	5,683	5,356	6,070	6,693	7,394	7,836			61,660	17,087	16,580	20,157
Total Miles	29,499	38,598	34,075	37,778	34,264	29,058	33,382	36,968	39,058	41,754	0	0	354,434	102,172	101,100	109,408
Live Hours	1,733.95	2,187.92	1,835.63	2,062.60	1,953.93	1,702.70	1,957.18	2,005.48	2,187.97	2,367.50			19,994.86	5,757.50	5,719.23	6,150.63
Empty Hours	300.60	390.67	288.73	324.25	305.83	295.58	340.20	347.80	409.83	467.10			3,470.59	980.00	925.66	1,097.83
Total Service Hours	2,034.55	2,578.59	2,124.36	2,386.85	2,259.76	1,998.28	2,297.38	2,353.28	2,597.80	2,834.60	0.00	0.00	23,465.45	6,737.50	6,644.89	7,248.46
On Time Percentage	95%	98%	98%	98%	98%	99%	98%	99%	99%	98%			98%	97%	98%	98%
Advanced Cancel	458	512	438	544	463	454	694	485	490	543			5081	5,081	1,461	1,669
No Show/LC	23	37	30	51	41	44	35	51	40	38			390	90	136	126
<b>Turn Aways</b>																
Adversarial	0 0%	1 1%	1 1%	0 0%	2 1%	1 1%	0 0%	0 0%	2 2%	1 1%			8 1%	2 0.53%	3	2
Capacity	96 100%	152 99%	123 96%	189 100%	145 99%	106 99%	83 100%	110 100%	96 98%	76 99%			1,176 99%	371 98.41%	440	289
Eligibility	0 0%	0 0%	4 3%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%			4 0%	4 1.06%	0	0
Oversoon	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%			0 0%	0 0.00%	0	0
Service Area	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%			0 0%	0 0.00%	0	0
Totals	96	153	128	189	147	107	83	110	98	77	0	0	1,188	377	443	291
<b>Demographics</b>																
Disabled	336 14%	465 16%	417 16%	424 15%	398 15%	387 18%	433 18%	455 17%	469 16%	558 19%			4,342 16%	1218	1209	1357
Seniors	1250 50%	1499 52%	1277 49%	1470 52%	1326 51%	1141 53%	1224 51%	1283 48%	1338 45%	1339 45%			13,147 49%	4026	3937	3845
General Public	893 36%	927 32%	891 34%	945 33%	892 34%	642 30%	764 32%	958 36%	1,162 39%	1,111 37%	0	0	9,185 34%	2711	2479	2884
Totals	2,479	2,891	2,585	2,839	2,616	2,170	2,421	2,696	2,969	3,008	0	0	26,674	7,955	7,625	8,086
Education	136 5%	157 5%	221 9%	240 8%	227 9%	118 5%	148 6%	230 9%	245 8%	335 11%			2,057 8%	514	585	623
Employment	813 33%	1,088 38%	1,009 39%	1,028 36%	962 37%	870 40%	924 38%	1037 38%	1105 37%	1163 39%			9,999 37%	2,910	2,860	3066
Medical	1,121 45%	1,345 47%	1,168 45%	1,303 46%	1,163 44%	959 44%	1,144 47%	1,235 46%	1,275 43%	1,259 42%			11,972 45%	3,634	3,425	3654
Nutrition	16 1%	8 0%	18 1%	27 1%	28 1%	38 2%	30 1%	24 1%	30 1%	28 1%			247 1%	42	93	84

Other		69	42	20	5	10	5	6	7	60	15		239	131	20	73	
		3%	1%	1%	0%	0%	0%	0%	0%	0%	2%	0%		1%			
Recreational/Social		189	71	51	79	75	80	48	74	96	78		841	311	234	218	
		8%	2%	2%	3%	3%	4%	2%	3%	3%	3%		3%				
Shopping		46	69	50	68	46	56	55	47	62	61		560	165	170	164	
		2%	2%	2%	2%	2%	3%	2%	2%	2%	2%		2%				
Totals		2,390	2,780	2,537	2,750	2,511	2,126	2,355	2,654	2,873	2,939	0	0	25,915	7,707	7,387	7,882
Low-Income		325	468	422	504	466	386	409	433	471	445		4329	1,215	1,356	1313	
		13%	16%	16%	18%	18%	18%	17%	16%	16%	15%	#DIV/o!	#DIV/o!	16%			
Sex	Female	1,318	1,624	1,526	1,702	1,441	1,270	1,331	1,474	1,640	1,734		15,060	4,468	4,413	4445	
		53%	56%	59%	60%	55%	59%	55%	55%	55%	58%	#DIV/o!	#DIV/o!	56%			
	Male	829	1,089	972	1,011	1,038	815	980	1,136	1,166	1,161		10,197	2,890	2,864	3282	
		33%	38%	38%	36%	40%	38%	40%	42%	39%	39%	#DIV/o!	#DIV/o!	38%			
	Unknown	332	178	87	126	137	85	110	86	163	113	0	0	1,417	597	348	359
		13%	6%	3%	4%	5%	4%	5%	3%	5%	4%	#DIV/o!	#DIV/o!	5%			
Race	American Indian/Alaskan Native	0	5	8	14	9	9	2	10	9	12		78	13	32	21	
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	#DIV/o!	#DIV/o!	0%			
	Asian	88	113	83	97	73	61	85	66	69	73		808	284	231	220	
		4%	4%	3%	3%	3%	3%	4%	2%	2%	2%	#DIV/o!	#DIV/o!	3%			
	African American	323	485	457	542	477	419	387	478	483	523		4574	1,265	1,438	1348	
		13%	17%	18%	19%	18%	19%	16%	18%	16%	17%	#DIV/o!	#DIV/o!	17%			
	Hispanic or Latino	343	420	425	459	424	312	380	468	465	434		4130	1,188	1,195	1313	
		14%	15%	16%	16%	16%	14%	16%	17%	16%	14%	#DIV/o!	#DIV/o!	15%			
Pacific Islander	4	8	24	19	1	0	1	5	5	5		72	36	20	11		
	0%	0%	1%	1%	0%	0%	0%	0%	0%	0%	#DIV/o!	#DIV/o!	0%				
White	1405	1706	1538	1616	1529	1321	1494	1627	1800	1886		15922	4,649	4,466	4921		
	57%	59%	59%	57%	58%	61%	62%	60%	61%	63%	#DIV/o!	#DIV/o!	60%				
Multiracial	6	1	0	0	0	0	0	0	7	2		16	7	0	7		
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	#DIV/o!	#DIV/o!	0%				
Unknown	310	153	50	92	103	48	72	42	131	73	0	0	1074	513	243	245	
	13%	5%	2%	3%	4%	2%	3%	2%	4%	2%	#DIV/o!	#DIV/o!	4%				
<b>Sponsored Rides</b>																	
FVOA		116	108	117	114	90	74	78	92	88	80		957	341	278	258	
		5%	4%	5%	4%	3%	3%	3%	3%	3%	3%						
Open Door		102	157	118	124	106	121	123	127	139	145		1,262	377	351	389	
		4%	5%	5%	4%	4%	6%	5%	5%	5%	5%						
PADS					0	0	0	0	0	0	0		0	0	0	0	
					0%	0%	0%	0%	0%	0%	0%						
Seniors		1,250	1,499	1,277	1,470	1,326	1,141	1224	1283	1338	1339		13,147	4,026	3,937	3845	
		50%	52%	49%	52%	51%	53%	51%	48%	45%	45%						
Veterans Assistance Commission		4	0	0	0	0	0.00	2	2	26	29			4	0	30	
		0%	0%	0%	0%	0%	0%	0%	4%	65%	1%	#DIV/o!	#DIV/o!				
Totals		1,472	1,764	1,512	1,708	1,522	1,336	1,427	1,504	1,591	1,593	0	0	15,429	4,748	4,566	4522



Totals	59%	61%	58%	60%	58%	62%	59%	56%	54%	53%	#DIV/o!	#DIV/o!				
<b>Waubonsee Rides</b>																
Aurora-Downtown	0	9	19	15	15	10	0	4	4	9			85	28	40	8
	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%						
Aurora-Rush	0	0	0	0	0	0	0	0	0	0			0	0	0	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%						
Plano	0	2	4	2	4	1	0	0	0	0			13	6	7	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%						
Sugar Grove	1	58	149	159	152	64	79	157	109	160			1,088	208	375	345
	0%	2%	6%	6%	6%	3%	3%	6%	4%	5%						
Totals	1	69	172	176	171	75	79	161	113	169	0	0	1186	242	422	353
	0%	2%	7%	6%	7%	3%	3%	6%	4%	6%	#DIV/o!	#DIV/o!	4%	3%	6%	4%

<b>Community Rides</b>																
Montgomery	123	134	142	124	102	107	120	189	155	129			1,325	399	333	464
	5%	5%	5%	4%	4%	5%	5%	7%	5%	4%						
Oswego	568	754	686	711	674	643	691	734	755	823			7,039	2,008	2,028	2180
	23%	26%	27%	25%	26%	30%	29%	27%	25%	27%	#DIV/o!	#DIV/o!				
Totals	691	888	828	835	776	750	811	923	910	952	0	0	8,364	2,407	2,361	2644
	28%	31%	32%	29%	30%	35%	33%	34%	31%	32%	#DIV/o!	#DIV/o!				

<b>Out of County Trips (5310 Reporting)</b>																
DeKalb County	243	347	304	297	231	227	236	275	441	548			3,149	894	755	952
	10%	12%	12%	10%	9%	10%	10%	10%	15%	18%			12%	11%	10%	12%
DuPage County	51	62	26	63	43	27	18	44	64	56			454	139	133	126
	2%	2%	1%	2%	2%	1%	1%	2%	2%	2%			2%	2%	2%	2%
Grundy County	14	16	14	7	15	13	22	16	15	16			148	44	35	53
	1%	1%	1%	0%	1%	1%	1%	1%	1%	1%			1%	1%	0%	1%
Kane County	558	781	879	906	843	636	704	860	815	899			7,881	2218	2385	2379
	23%	27%	34%	32%	32%	29%	29%	32%	27%	30%			30%	28%	31%	29%
LaSalle County	2	0	3	4	4	3	3	4	17	28			68	5	11	24
	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%			0%	0%	0%	0%
Will County	54	53	54	65	45	45	61	49	52	57			535	161	155	162
	2%	2%	2%	2%	2%	2%	3%	2%	2%	2%			2%	2%	2%	2%
Totals	922	1259	1280	1342	1181	951	1044	1248	1404	1604	0	0	12,235	3461	3474	3696
	37%	44%	50%	47%	45%	44%	43%	46%	47%	53%	#DIV/o!	#DIV/o!	46%	44%	46%	46%

Operating Expense	\$111,535	\$122,612	\$127,180	\$129,254									\$490,581			
Total expense	\$124,553	\$141,313	\$141,705	\$150,147									\$557,718			
Operating/ride Trip	\$44.99	\$42.41	\$49.20	\$45.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$18.39			
Operating/mile Live miles	\$4.61	\$3.81	\$4.42	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$1.68			
Operating/mile Total miles	\$3.78	\$3.18	\$3.73	\$3.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$1.38			

Vehicle	Service	ServiceRequestId	Vendor	DateCompleted	OdometerCompleted
Kat-15	Misc	485	Coffmans	2/1/2024	0
Kat-19	Change oil	454	In house	2/1/2024	144039
Kat-19	Rotate Tires	455	In house	2/1/2024	144039
Kat-18	Change oil	463	In house	2/9/2024	163781
Kat-10	Change oil	451	In house	2/15/2024	234993
Kat-20	Change oil	456	In house	2/16/2024	71473
Kat-20	Rotate Tires	457	In house	2/16/2024	71473
Kat-21	Change oil	439	In house	2/16/2024	129525
Kat-17	Change oil	490	In house	2/19/2024	206259
Kat-17	Rotate Tires	466	In house	2/19/2024	206259
Kat-4	Change oil	474	In house	2/20/2024	278106
Kat-5	Change oil	479	In house	2/20/2024	296483
Kat-5	Rotate Tires	480	In house	2/20/2024	296483
Kat-12	Change oil	458	In house	2/21/2024	204067
Kat-6	Change oil	459	In house	2/23/2024	265970
Kat-6	Rotate Tires	460	In house	2/23/2024	265970
Kat-16	Change oil	475	In house	2/26/2024	180621
Kat-16	Rotate Tires	505	In house	2/26/2024	180621
Kat M3	Change oil	471	In house	2/29/2024	73034
Kat M3	Misc	507	In house	2/29/2024	73034

QuotedCost	ActualCosts	Comments
0	40	Safety Lane
30	557.89	
25	316.1	Replaced Front Brake Pads
30	671.85	Trans Service
30	778.13	Lift shock and micro switch
30	512.89	
25	1439.52	2 New Front, Front brakes, ball joints, P-side rotor
30	1189.38	Back up beeper, driver running board
30	512.89	
25	295.97	Coolant flush, replaced bulbs
30	772.81	Front brake pads and P-side caliper bracket
30	512.89	
25	45	
30	512.89	
30	512.89	
25	45	
30	602.89	Electrical repair
25	45	
30	514.22	
0	675	Tires

---

March 2024



of Northern Illinois



Prepared for  
Kendall County

---

	<u>Month Actual</u>	<u>Month Budget</u>	<u>Month Budget Variance</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>	<u>Prior Year YTD Actual</u>	<u>Total Budget</u>
Revenues								
Government Grants	86,273.00	122,686.00	(36,413.00)	1,060,043.00	1,104,170.00	(44,126.00)	1,006,220.00	1,158,423.00
Local Governments	22,500.00	14,583.00	7,917.00	155,996.00	131,250.00	24,746.00	152,709.00	148,335.00
Project Income	4,678.00	4,212.00	466.00	39,362.00	37,904.00	1,459.00	36,047.00	40,000.00
Agency Contracts	17,520.00	1,687.00	15,833.00	27,459.00	15,187.00	12,272.00	26,912.00	15,350.00
Local Donations	<u>2,305.00</u>	<u>0.00</u>	<u>2,305.00</u>	<u>20,745.00</u>	<u>0.00</u>	<u>20,745.00</u>	<u>45,745.00</u>	<u>0.00</u>
Total Revenues	<u>133,276.00</u>	<u>143,168.00</u>	<u>(9,892.00)</u>	<u>1,303,606.00</u>	<u>1,288,510.00</u>	<u>15,095.00</u>	<u>1,267,633.00</u>	<u>1,362,108.00</u>
Expenses								
Personnel	89,073.00	78,378.00	(10,694.00)	757,031.00	705,405.00	(51,626.00)	617,334.00	833,966.00
Fringe Benefits	14,064.00	18,569.00	4,505.00	167,972.00	167,123.00	(849.00)	143,060.00	178,508.00
Material & Supplies	18,938.00	16,991.00	(1,947.00)	173,564.00	152,922.00	(20,642.00)	137,220.00	130,613.00
Operations & Maintenance	4,653.00	2,670.00	(1,983.00)	63,119.00	24,028.00	(39,091.00)	36,219.00	9,818.00
Purchased Services	<u>18,877.00</u>	<u>17,573.00</u>	<u>(1,304.00)</u>	<u>155,316.00</u>	<u>158,158.00</u>	<u>2,842.00</u>	<u>145,399.00</u>	<u>186,480.00</u>
Total Expenses	<u>145,605.00</u>	<u>134,182.00</u>	<u>(11,423.00)</u>	<u>1,317,002.00</u>	<u>1,207,635.00</u>	<u>(109,367.00)</u>	<u>1,079,233.00</u>	<u>1,339,385.00</u>
Net Income / (Loss)	<u>(12,329.00)</u>	<u>8,986.00</u>	<u>(21,315.00)</u>	<u>(13,396.00)</u>	<u>80,875.00</u>	<u>(94,272.00)</u>	<u>188,401.00</u>	<u>22,723.00</u>

## FY2024 Monthly Report

	Quarter 1			Quarter 2			Quarter 3			Quarter 4			Year Totals	Q1	Q2	Q3	Q4
	July	August	September	October	November	December	January	February	March	April	May	June					
<b>Operations Totals</b>																	
Service Days	21	23	20	22	20	19	21	21	21	22			210	64	61	63	22
Rides	2,479	2,891	2,585	2,839	2,616	2,170	2,421	2,696	2,969	3,008			26,674	7,955	7,625	8,086	3,008
Live Miles	24,198	32,141	28,746	32,237	28,581	23,702	27,312	30,275	31,664	33,918			292,774	85,085	84,520	89,251	33,918
Empty Miles	5,301	6,457	5,329	5,541	5,683	5,356	6,070	6,693	7,394	7,836			61,660	17,087	16,580	20,157	7,836
Total Miles	29,499	38,598	34,075	37,778	34,264	29,058	33,382	36,968	39,058	41,754	0	0	354,434	102,172	101,100	109,408	41,754
Live Hours	1,733.95	2,187.92	1,835.63	2,062.60	1,953.93	1,702.70	1,957.18	2,005.48	2,187.97	2,367.50			19,994.86	5,757.50	5,719.23	6,150.63	2,367.50
Empty Hours	300.60	390.67	288.73	324.25	305.83	295.58	340.20	347.80	409.83	467.10			3,470.59	980.00	925.66	1,097.83	467.10
Total Service Hours	2,034.55	2,578.59	2,124.36	2,386.85	2,259.76	1,998.28	2,297.38	2,353.28	2,597.80	2,834.60	0.00	0.00	23,465.45	6,737.50	6,644.89	7,248.46	2,834.60
On Time Percentage	95%	98%	98%	98%	98%	99%	98%	99%	99%	98%			98%	97%	98%	98%	98%
Advanced Cancel	458	512	438	544	463	454	694	485	490	543			5081	5,081	1,461	1,669	543
No Show/LC	23	37	30	51	41	44	35	51	40	38			390	90	136	126	38
<b>Turn Aways</b>																	
Adversarial	0	1	1	0	2	1	0	0	2	1			8	2	3	2	1
	0%	1%	1%	0%	1%	1%	0%	0%	2%	1%			1%	0.53%			
Capacity	96	152	123	189	145	106	83	110	96	76			1,176	371	440	289	76
	100%	99%	96%	100%	99%	99%	100%	100%	98%	99%			99%	98.41%			
Eligibility	0	0	4	0	0	0	0	0	0	0			4	4	0	0	0
	0%	0%	3%	0%	0%	0%	0%	0%	0%	0%			0%	1.06%			
Oversoon	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			0%	0.00%			
Service Area	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			0%	0.00%			
Totals	96	153	128	189	147	107	83	110	98	77	0	0	1,188	377	443	291	77
<b>Demographics</b>																	
Disabled	336	465	417	424	398	387	433	455	469	558			4,342	1218	1209	1357	558
	14%	16%	16%	15%	15%	18%	18%	17%	16%	19%			16%				
Seniors	1250	1499	1277	1470	1326	1141	1224	1283	1338	1339			13,147	4026	3937	3845	1339
	50%	52%	49%	52%	51%	53%	51%	48%	45%	45%			49%				
General Public	893	927	891	945	892	642	764	958	1,162	1,111	0	0	9,185	2711	2479	2884	1111
	36%	32%	34%	33%	34%	30%	32%	36%	39%	37%			34%				
Totals	2,479	2,891	2,585	2,839	2,616	2,170	2,421	2,696	2,969	3,008	0	0	26,674	7,955	7,625	8,086	3,008
Education	136	157	221	240	227	118	148	230	245	335			2,057	514	585	623	335
	5%	5%	9%	8%	9%	5%	6%	9%	8%	11%			8%				
Employment	813	1,088	1,009	1,028	962	870	924	1,037	1,105	1,163			9,999	2,910	2,860	3,066	1,163
	33%	38%	39%	36%	37%	40%	38%	38%	37%	39%			37%				
Medical	1,121	1,345	1,168	1,303	1,163	959	1,144	1,235	1,275	1,259			11,972	3,634	3,425	3,654	1,259
	45%	47%	45%	46%	44%	44%	47%	46%	43%	42%			45%				
Nutrition	16	8	18	27	28	38	30	24	30	28			247	42	93	84	28
	1%	0%	1%	1%	1%	2%	1%	1%	1%	1%			1%				
Other	69	42	20	5	10	5	6	7	60	15			239	131	20	73	15

Other	3%	1%	1%	0%	0%	0%	0%	0%	2%	0%			1%					
Recreational/Social	189	71	51	79	75	80	48	74	96	78			841	311	234	218	78	
	8%	2%	2%	3%	3%	4%	2%	3%	3%	3%			3%					
Shopping	46	69	50	68	46	56	55	47	62	61			560	165	170	164	61	
	2%	2%	2%	2%	2%	3%	2%	2%	2%	2%			2%					
Totals	2,390	2,780	2,537	2,750	2,511	2,126	2,355	2,654	2,873	2,939	0	0	25,915	7,707	7,387	7,882	2,939	
Low-Income	325	468	422	504	466	386	409	433	471	445			4329	1,215	1,356	1313	445	
	13%	16%	16%	18%	18%	18%	17%	16%	16%	15%	#DIV/0!	#DIV/0!	16%					
Sex	Female	1,318	1,624	1,526	1,702	1,441	1,270	1,331	1,474	1,640	1,734			15,060	4,468	4,413	4445	1734
		53%	56%	59%	60%	55%	59%	55%	55%	55%	58%	#DIV/0!	#DIV/0!	56%				
	Male	829	1,089	972	1,011	1,038	815	980	1,136	1,166	1,161			10,197	2,890	2,864	3282	1161
	33%	38%	38%	36%	40%	38%	40%	42%	39%	39%	#DIV/0!	#DIV/0!	38%					
	Unknown	332	178	87	126	137	85	110	86	163	113	0	0	1,417	597	348	359	113
		13%	6%	3%	4%	5%	4%	5%	3%	5%	4%	#DIV/0!	#DIV/0!	5%				
Race	American Indian/Alaskan Native	0	5	8	14	9	9	2	10	9	12			78	13	32	21	12
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	#DIV/0!	#DIV/0!	0%				
	Asian	88	113	83	97	73	61	85	66	69	73			808	284	231	220	73
		4%	4%	3%	3%	3%	3%	4%	2%	2%	2%	#DIV/0!	#DIV/0!	3%				
	African American	323	485	457	542	477	419	387	478	483	523			4574	1,265	1,438	1348	523
		13%	17%	18%	19%	18%	19%	16%	18%	16%	17%	#DIV/0!	#DIV/0!	17%				
	Hispanic or Latino	343	420	425	459	424	312	380	468	465	434			4130	1,188	1,195	1313	434
		14%	15%	16%	16%	16%	14%	16%	17%	16%	14%	#DIV/0!	#DIV/0!	15%				
	Pacific Islander	4	8	24	19	1	0	1	5	5	5			72	36	20	11	5
		0%	0%	1%	1%	0%	0%	0%	0%	0%	0%	#DIV/0!	#DIV/0!	0%				
	White	1405	1706	1538	1616	1529	1321	1494	1627	1800	1886			15922	4,649	4,466	4921	1886
		57%	59%	59%	57%	58%	61%	62%	60%	61%	63%	#DIV/0!	#DIV/0!	60%				
	Multiracial	6	1	0	0	0	0	0	0	7	2			16	7	0	7	2
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	#DIV/0!	#DIV/0!	0%				
	Unknown	310	153	50	92	103	48	72	42	131	73	0	0	1074	513	243	245	73
		13%	5%	2%	3%	4%	2%	3%	2%	4%	2%	#DIV/0!	#DIV/0!	4%				
<b>Sponsored Rides</b>																		
FVOA	116	108	117	114	90	74	78	92	88	80			957	341	278	258	80	
	5%	4%	5%	4%	3%	3%	3%	3%	3%	3%								
Open Door	102	157	118	124	106	121	123	127	139	145			1,262	377	351	389	145	
	4%	5%	5%	4%	4%	6%	5%	5%	5%	5%								
PADS				0	0	0	0	0	0	0			0	0	0	0	0	
				0%	0%	0%	0%	0%	0%	0%								
Seniors	1,250	1,499	1,277	1,470	1,326	1,141	1224	1283	1338	1339			13,147	4,026	3,937	3845	1339	
	50%	52%	49%	52%	51%	53%	51%	48%	45%	45%								
Veterans Assistance Commission	4	0	0	0	0	0.00	2	2	26	29				4	0	30		
	0%	0%	0%	0%	0%	0%	0%	4%	65%	1%	#DIV/0!	#DIV/0!						
Totals	1,472	1,764	1,512	1,708	1,522	1,336	1,427	1,504	1,591	1,593	0	0	15,429	4,748	4,566	4522	1593	
	59%	61%	58%	60%	58%	62%	59%	56%	54%	53%	#DIV/0!	#DIV/0!						
<b>Waubonsee Rides</b>																		

Aurora-Downtown	0	9	19	15	15	10	0	4	4	9			85	28	40	8	9
	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%							
Aurora-Rush	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%							
Plano	0	2	4	2	4	1	0	0	0	0			13	6	7	0	0
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%							
Sugar Grove	1	58	149	159	152	64	79	157	109	160			1,088	208	375	345	160
	0%	2%	6%	6%	6%	3%	3%	6%	4%	5%							
Totals	1	69	172	176	171	75	79	161	113	169	0	0	1186	242	422	353	169
	0%	2%	7%	6%	7%	3%	3%	6%	4%	6%	#DIV/o!	#DIV/o!	4%	3%	6%	4%	6%

<b>Community Rides</b>																	
Montgomery	123	134	142	124	102	107	120	189	155	129			1,325	399	333	464	129
	5%	5%	5%	4%	4%	5%	5%	7%	5%	4%							
Oswego	568	754	686	711	674	643	691	734	755	823			7,039	2,008	2,028	2180	
	23%	26%	27%	25%	26%	30%	29%	27%	25%	27%	#DIV/o!	#DIV/o!					
Totals	691	888	828	835	776	750	811	923	910	952	0	0	8,364	2,407	2,361	2644	952
	28%	31%	32%	29%	30%	35%	33%	34%	31%	32%	#DIV/o!	#DIV/o!					

<b>Out of County Trips (5310 Reporting)</b>																	
DeKalb County	243	347	304	297	231	227	236	275	441	548			3,149	894	755	952	548
	10%	12%	12%	10%	9%	10%	10%	10%	15%	18%			12%	11%	10%	12%	18%
DuPage County	51	62	26	63	43	27	18	44	64	56			454	139	133	126	56
	2%	2%	1%	2%	2%	1%	1%	2%	2%	2%			2%	2%	2%	2%	2%
Grundy County	14	16	14	7	15	13	22	16	15	16			148	44	35	53	16
	1%	1%	1%	0%	1%	1%	1%	1%	1%	1%			1%	1%	0%	1%	1%
Kane County	558	781	879	906	843	636	704	860	815	899			7,881	2218	2385	2379	899
	23%	27%	34%	32%	32%	29%	29%	32%	27%	30%			30%	28%	31%	29%	30%
LaSalle County	2	0	3	4	4	3	3	4	17	28			68	5	11	24	28
	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%			0%	0%	0%	0%	1%
Will County	54	53	54	65	45	45	61	49	52	57			535	161	155	162	57
	2%	2%	2%	2%	2%	2%	3%	2%	2%	2%			2%	2%	2%	2%	2%
Totals	922	1259	1280	1342	1181	951	1044	1248	1404	1604	0	0	12,235	3461	3474	3696	1604
	37%	44%	50%	47%	45%	44%	43%	46%	47%	53%	#DIV/o!	#DIV/o!	46%	44%	46%	46%	53%

Operating Expense	\$111,535	\$122,612	\$127,180	\$129,254									\$490,581				
Total expense	\$124,553	\$141,313	\$141,705	\$150,147									\$557,718				
Operating/ride Trip	\$44.99	\$42.41	\$49.20	\$45.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$18.39				
Operating/mile Live miles	\$4.61	\$3.81	\$4.42	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$1.68				
Operating/mile Total miles	\$3.78	\$3.18	\$3.73	\$3.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$1.38				
Operating/hour Live hours	\$64.32	\$56.04	\$69.28	\$62.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$24.54				
Operating/hour Total hours	\$54.82	\$47.55	\$59.87	\$54.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/o!	#DIV/o!	\$20.91				



Vehicle	Service	ServiceRequestId	Vendor	DateCompleted	OdometerCompleted	QuotedCost	ActualCosts	Comments
Kat M4	Change oil	449	In house	3/18/2024	80514	30	334.22	
Kat-11	Change oil	469	In house	3/13/2024	199449	30	602.89	
Kat-11	Rotate Tires	470	In house	3/13/2024	199449	25	0	
Kat-13	Misc	508	In house	3/12/2024	195840	0	1655.45	Steering Gear Box
Kat-14	Change oil	483	In house	3/19/2024	203425	30	568.38	Headlight bulb
Kat-14	Rotate Tires	478	In house	3/19/2024	203425	25	0	
Kat-15	Change oil	465	Mechanics Lab	3/18/2024	152752	0	110.39	
Kat-16	Rotate Tires	476	In house	3/4/2024	180621	25	0	
Kat-17	Misc	517	In house	3/22/2024	208501	0	1736.91	Steering Gear Box
Kat-3	Change oil	467	In house	3/4/2024	268043	30	568.38	D side headlight
Kat-3	Rotate Tires	468	In house	3/4/2024	268043	25	45	
Kat-6	Misc	518	In house	3/27/2024	268116	0	525.43	Master Switch

**KENDALL TOWNSHIP**  
**CONTRACT FOR SOCIAL SERVICES**  
**WITH THE COUNTY OF KENDALL, ILLINOIS**

This Social Services Contract ("Contract") is made and entered into this 19<sup>th</sup> day of September, 2023, by and between Kendall Township (hereinafter "Township"), an Illinois township organized and operating pursuant to the Illinois Constitution and the Illinois Township Code (60 ILCS 1/1-1 *et seq.*), and the County of Kendall, Illinois (hereinafter "County"), a unit of local government, for the provision of transportation services to residents of the Township.

WHEREAS, the County, through its independent contractor, Voluntary Action Center of DeKalb County, currently operates a transit system commonly known as Kendall Area Transit ("KAT");

WHEREAS, it is the understanding of the parties that all transportation services to be provided by the County pursuant to this Contract will be through KAT, which is operated by Voluntary Action Center of DeKalb County;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Township agrees to accept, and the County agrees to provide services pursuant to the following terms and conditions:

1. The County agrees to provide Township residents with the following described services ("Contract Services"):

To provide curb-to-curb and door-to-door transportation services for Kendall Township residents.

2. **Term.** The term of this Contract ("Contract Term" or "Term") shall be for a period of one year, commencing September 1, 2023 and ending August 31, 2024. The Term shall not exceed a year, unless otherwise renewed, terminated, or revoked as provided in this Contract. Any funds not disbursed by such date shall lapse.

3. **Payment for Services.** The Township agrees to pay the County the aggregate sum of \$500 ("Contract Payment") in exchange for Contract Services provided under this Contract. The Township shall pay to the County this sum pursuant to the following payment schedule:

One lump sum payment to be paid on or before October 1, 2023.

Four (4) equal quarterly payments for one fourth of the contract payment sum to be paid in July, October, January, and April. Payment is contingent upon the satisfactory performance of the terms of this Contract. Whether or not services are "satisfactory" shall be determined by the sole discretion of the Kendall Township Board.

4. **Services to Residents.** The County shall use the Contract Payment solely to provide Contract Services to residents of Kendall Township. The Township reserves the right to request documentation from the County that payment hereunder has been used to benefit Kendall Township residents.

5. **Ordinary and Necessary Maintenance and Operating Expenses.** The County shall use the Contract Payment for ordinary and necessary maintenance and operating expenses of the County. The Contract shall not be used for capital expenditures of the County.

6. **Existence for One Year.** The County represents to the Township that it will have been in existence for at least one (1) year as of the date this Agreement is executed. If not, the Township will not tender the County any portion of the Contract Payment until the County has been in existence for at least one (1) year.

7. **Services for Developmental Disabilities.** If the County is providing services for the benefit of Kendall Township residents who are persons with a developmental disability, the County hereby agrees that said services shall only be provided to such Kendall Township residents who are not eligible, to the County's knowledge, to participate in any program conducted under Article XIV of the School Code. "Developmental disability" shall include mental retardation.

8. **No Discrimination.** No person shall be excluded from participation in, denied benefits of, or be subjected to discrimination under any program, service, facility, or activity, offered or provided by the County on the grounds of race, color, national origin, sex, age, religion, disability or any other protected classification under federal, state or local laws.

9. **No Political Expenditures.** The County shall not expend any of the funds provided, directly or indirectly, under this Contract for any partisan political activity, or to further the election or defeat of any candidate for any office, or for lobbying or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any government body.

10. **Examination of Records.** The County shall, at any reasonable time during normal business hours, and so often as may be deemed necessary by the Township, make available to the Township for examination all of its books, records, lists, statements and any other written data or documents relating to the provision of services under this Agreement, which are not otherwise protected by privilege or other protective doctrine, and shall permit the Township or its designated representatives to audit and inspect all such documents except that confidential client-related documents may only be examined by the Township as provided by federal and state law.

11. **Reporting Requirements.** The County agrees to provide the following to the Township:

- A. An annual statement or report setting forth the services rendered, and programs provided for Kendall Township residents along with the associated costs to provide such services and programs.
- B. At such times and in such forms as the Township may require, any other statements, records, reports, data, or information pertaining to matters covered by this agreement. Information relating to personal, medical, and financial data will be treated as confidential.

12. **Assignment.** This Contract is not assignable.

13. **Indemnification.** To the extent permitted by law, County will indemnify and hold harmless, protect and defend, at its own cost and expense, Kendall Township, its property, officers, agents, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of Kendall Township, from any and all risks, suits, actions, damages, expenses, including reasonable attorneys' fees, or claims due to any acts or omission of the County.

14. **Termination.** Kendall Township shall have the right to terminate this Agreement at any time after providing ten (10) days written notice of termination to County, if it determines that the County has not met any of its obligations under this Contract, or has made any false or misleading representations to Kendall Township, provided that prior to a termination based on the County's failure to meet its obligations, the Township shall give the County ten (10) days written notice describing the obligations that have not been met. County shall have ten (10) business days from its receipt of the notice to meet its obligations, and, if met within the prescribed time, this Contract shall remain in force, except that Kendall Township shall have the right to terminate this Contract immediately, without written notice or providing the County an opportunity to cure, in the event of fraud or misuse of contract funds.

15. **Reimbursement of Funds.** If the County has expended any funds received from Township in violation of this Contract, or in violation of any statute, Rule or Regulation, Code provision or case law decision, the County shall reimburse Township for such funds and, to the extent permitted by law, shall indemnify and hold Township harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of the Recipient.

16. **Notification.**

All notices to Kendall Township shall be addressed as follows:

Kendall Township  
Attn: Township Supervisor  
9925 B Route 47  
Yorkville, IL 60560

with a copy to:

TOWNSHIP ATTORNEY  
ANCEL, GLINK, P.C.  
Attn: Keri-Lyn J. Krafthefer  
1949 N. Mill Street, #207,  
Naperville, IL 60563  
Phone: (312) 604-9126  
Email: kkrafthefer@anceiglink.com  
Fax: (312) 782-0943

All notices to the County of Kendall, Illinois shall be addressed as follows:

Kendall County Administrator  
Attn: Christina Burns, County Administrator  
111 W. Fox Street  
Yorkville, IL 60560

with a copy to:

Kendall County State's Attorney  
807 W. John Street  
Yorkville, IL 60560

17. **Controlling Law and Venue.** This Agreement shall be governed by Illinois law and jurisdiction for any suit, claim or cause of action shall lie in the Circuit Court of Kendall County, Illinois.

18. **Construction.** No provision shall be construed against a party by virtue of the rule of construction pursuant to which an agreement is construed against the drafter of such agreement. It is hereby acknowledged that this Agreement is drafted for the mutual benefit of all parties.

19. **Counterpart Execution.** This Agreement may be executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all the parties.

20. **Authority to Execute.** Both parties executing this Agreement hereby warrant that they have the legal authority to execute this Agreement on behalf of the corporate authorities of their respective governmental units, and that their respective corporate authorities have taken all actions necessary to legally delegate to them the power to execute this Agreement.

21. **Conflict of Interest.** Both parties affirm that no Kendall County officer or elected official has a direct or pecuniary interest in this Contract, or, if any Kendall County officer or elected official does have a direct or pecuniary interest in this Contract, that interest, and the procedure followed to effectuate this Contract has and will comply with 50 ILCS 105/3.

The above constitutes the complete agreement between the parties hereto.

KENDALL TOWNSHIP

COUNTY OF KENDALL, ILLINOIS

By: Steve Engler

By: \_\_\_\_\_

Its: Supervisor

Its: \_\_\_\_\_

ATTEST: [Signature]

ATTEST: \_\_\_\_\_

Date: 3/1/2024

Date: \_\_\_\_\_

**TECHNICAL SERVICES AGREEMENT**

**between**

**THE REGIONAL TRANSPORTATION AUTHORITY**

**and**

**COUNTY OF KENDALL**

**Contract No.: [S5310-2021-13](#)**

**CFDA No.: 20.513**

**Federal Project No.: IL-2022-025**

**Award Date: 5/16/22**

**SAM No. ES1SZWNDT9N5**

## TABLE OF CONTENTS

ARTICLE I: DEFINITIONS .....	1
ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT.....	2
ARTICLE III: TERM OF AGREEMENT .....	2
ARTICLE IV: TECHNICAL SERVICES AGREEMENT .....	2
ARTICLE V: METHOD OF FUNDING .....	4
ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S).....	4
ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS.....	6
ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT.....	7
ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING.....	7
ARTICLE X: RIGHT OF THE RTA TO TERMINATE .....	10
ARTICLE XI: SETTLEMENT AND CLOSE-OUT .....	11
ARTICLE XII: PROCUREMENT .....	11
ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES.....	13
ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS.....	13
ARTICLE XV: INDEMNIFICATION .....	13
ARTICLE XVI: INDEPENDENCE OF RECIPIENT .....	14
ARTICLE XVII: NON-COLLUSION .....	14
ARTICLE XVIII: CONFLICTS OF INTEREST .....	14
ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE.....	15
ARTICLE XX: LABOR LAW COMPLIANCE.....	15
ARTICLE XXI: CIVIL RIGHTS.....	16
ARTICLE XXII: ENVIRONMENTAL COMPLIANCE .....	21
ARTICLE XXIII: DRUG FREE WORKPLACE .....	21
ARTICLE XXIV: RESTRICTIONS ON LOBBYING.....	22
ARTICLE XXV: PUBLIC RELATION.....	22
ARTICLE XXVI: SEVERABILITY .....	22
ARTICLE XXVII: ASSIGNMENT AND AGREEMENT.....	23
ARTICLE XXVIII: AMENDMENT .....	23
ARTICLE XXIX: TITLES.....	23
ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK .....	23
ARTICLE XXXI: ETHICS.....	25
ARTICLE XXXII: PRIVACY.....	25
ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT.....	26
ARTICLE XXXIV: SPECIAL CONDITIONS .....	26
ARTICLE XXXV: MISCELLANEOUS.....	26

This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kendall, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)<sup>1</sup> as of October 01, 2023.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

#### **ARTICLE I: DEFINITIONS**

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

---

<sup>1</sup> This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.



1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

## **ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT**

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

## **ARTICLE III: TERM OF AGREEMENT**

3.1 The term of this Agreement shall be from October 01, 2023 to September 30, 2025.

## **ARTICLE IV: TECHNICAL SERVICES AGREEMENT**

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 80.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or \$30,000.00, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

## **ARTICLE V: METHOD OF FUNDING**

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)**

### **6.1 General.**

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

## 6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

## 6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

## **ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS**

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all sub-recipients and third parties at every tier and must be expressly incorporated into all procurement and non-procurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

## **ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT**

### **8.1 Project Management.**

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

## **ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING**

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

### **9.2 Allowable Costs.**

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

### 9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

#### 9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

#### 9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with



regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

#### **ARTICLE X: RIGHT OF THE RTA TO TERMINATE**

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

#### **ARTICLE XI: SETTLEMENT AND CLOSE-OUT**

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

#### **ARTICLE XII: PROCUREMENT**

##### **12.1 Procurement Procedures.**

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third-party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

## 12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

### **ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES**

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all sub-recipients at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

### **ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS**

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

### **ARTICLE XV: INDEMNIFICATION**

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

#### **ARTICLE XVI: INDEPENDENCE OF RECIPIENT**

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

#### **ARTICLE XVII: NON-COLLUSION**

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

#### **ARTICLE XVIII: CONFLICTS OF INTEREST**

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA 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 Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

#### **ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE**

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all sub-recipients and third parties at every tier and must be expressly contained in all procurement and non-procurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and non-procurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found [here](#), or an updated copy may be requested from RTA.

#### **ARTICLE XX: LABOR LAW COMPLIANCE**

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

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

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

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

## **ARTICLE XXI: CIVIL RIGHTS**

### **21.1 Non-Discrimination.**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

## 21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375, “Amending E.O. No. 11246 relating to Equal Employment Opportunity,”) that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient’s eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.



(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources 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, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

(7) That it will include verbatim or by reference the provisions of this section in every 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 Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any 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.

### 21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

#### 21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA’s DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA’s DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

## **ARTICLE XXII: ENVIRONMENTAL COMPLIANCE**

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of “Clean Fuels Formula Grant Program”, 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

## **ARTICLE XXIII: DRUG FREE WORKPLACE**

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”, 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” regulation, 49 CFR 655; “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

## **ARTICLE XXIV: RESTRICTIONS ON LOBBYING**

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

## **ARTICLE XXV: PUBLIC RELATIONS**

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

## **ARTICLE XXVI: SEVERABILITY**

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

## **ARTICLE XXVII: ASSIGNMENT AND AGREEMENT**

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

## **ARTICLE XXVIII: AMENDMENT**

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

## **ARTICLE XXIX: TITLES**

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

## **ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK**

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA 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 RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

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

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

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

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “federal and state government purposes:”

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

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

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government’s license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

#### **ARTICLE XXXI: ETHICS**

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

#### **ARTICLE XXXII: PRIVACY**

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.



### **ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT**

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this “Technical Services Agreement,” and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

### **ARTICLE XXXIV: SPECIAL CONDITIONS**

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA’s schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

### **ARTICLE XXXV: MISCELLANEOUS**

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:  
175 West Jackson Boulevard  
Suite 1550  
Chicago, Illinois 60604  
Attention: Sr. DED, Capital Programming and Planning
  
- (c) in the case of the Recipient:  
111 W. Fox Street, Rm 316  
Yorkville, IL 60560  
Attn: County Administrator

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if

delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq.*) or any successor law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**RECIPIENT: COUNTY OF KENDALL**

By: \_\_\_\_\_  
CHRISTINA BURNS  
COUNTY ADMINISTRATOR

Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
LEANNE P. REDDEN  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**for**  
**S5310-2021-13**

---

**Applicant:** COUNTY OF KENDALL  
**RTA Project Number:** 202100801  
**Project Name:** KENDALL AREA TRANSIT MOBILITY MANAGEMENT

**Project Description:**

Funds will be used for the Mobility Management position to promote, enhance, and facilitate access to Kendall Area transportation services, including integration and coordinating services for individuals with disabilities, older adults, and low-income individuals.

- Support short-term management activities to plan and implement coordinated services.
- Provide coordination services with human service organizations' activities such as coordinating individualized travel training and trip planning activities for customers.
- Develop one-step transportation traveler call centers to coordinate transportation information on all travel modes and to manage eligibility requirements and arrangements for customers among supporting programs.
- Develop travel training-new training programs for individual users on awareness, knowledge, and skills of public and alternative transportation options available in their communities. This includes travel instruction and travel training services.
- Develop new ways to remove barriers for transportation to and from jobs and employment support services for individuals with disabilities in rural areas.
- Coordinate contracts for transportation needs assessment for occupational services to provide screening.
- Assess client needs and identifies travel options.
- Analyze routes and offers suggestions to be most cost effective to clients.

This is not a Research & Development project.

**EXHIBIT B**  
**PROJECT BUDGET**  
**for**  
**S5310-2021-13**

Applicant: COUNTY OF KENDALL

Total Project Budget: \$37,500.00

<b>RTA Project Number/ Title:</b>	<b><u>202100801</u></b>	<b>Transportation to Work</b>		
	<b>Project Budget</b>	<b>In-kind</b>	<b>Expected Project Funds</b>	
			<b>Cash</b>	<b>Share</b>
<b>RTA</b>	<b>\$30,000.00</b>	\$0.00	\$0.00	.00%
<b>Local</b>	<b>\$7,500.00</b>	\$0.00	\$0.00	.00%
<b>Other</b>	-0-	\$0.00	\$0.00	0.00%
<b>Indirect Cost Rate</b>	-0-	\$0.00	\$0.00	0.00%
<b>Total:</b>	<b>\$37,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Kendall

The Applicant certifies to the applicable provisions of all categories: (*check here*) \_\_\_\_\_.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01 Certifications and Assurances Required of Every Applicant	_____ X _____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____ X _____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____ X _____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X	
13	State of Good Repair Grants		
14	Infrastructure Finance Programs		
15	Alcohol and Controlled Substances Testing	X	
16	Rail Safety Training and Oversight		
17	Demand Responsive Service	X	
18	Interest and Financing Costs		
19	Cybersecurity Certification for Rail Rolling Stock and Operations		
20	Tribal Transit Programs		
21	Emergency Relief Program		

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: County of Kendall

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): County of Kendall

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).



- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

TA RXeaXds - Brad (July), Comms (A)

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.



**5.2. School Bus Agreement.**

TA Reads - Brad (July), Comms (April)

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA’s school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

**CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING**

TA R Reads - Brad (July), Comms (Apr)

**7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

**7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.



**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**EXHIBIT D**

**INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY  
WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200**

Project Name: Kendall Area Transit (Mobility Management)

Does this Project receive federal funds?  Yes  No

Amount of federal funds: \$30,000.00

Federal Project Number: IL-2022-025

CFDA Number\*, Federal Agency, Program 20.513

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if \$750,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.
- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee’s fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor’s Report thereon.
3. Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200  
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Kendall

Grantee's Address: 111 W. Fox Street, Rm 316, Yorkville, IL 60560

Grantee's Fiscal Year\*: \_\_\_\_\_  
(month) (day) (year) (month) (day) (year)

\*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Kendall Area Transit (Mobility Management)

**Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.**

I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please return to:** Regional Transportation Authority  
Lalaine Alvarez, Director, Audit  
alvarezl@rtachicago.org



# Section 5310

## Program Management Plan

March 2021

175 W. Jackson Blvd., Suite 1650  
Chicago, IL 60604

(312) 913-3200  
RTAChicago.org

# Contents

<b>INTRODUCTION .....</b>	<b>4</b>
Overview of the Regional Transportation Authority .....	4
Overview of the Section 5310 Program.....	4
Overview of the Program Management Plan .....	4
<b>PROGRAM GOALS &amp; OBJECTIVES .....</b>	<b>5</b>
<b>ROLES &amp; RESPONSIBILITIES .....</b>	<b>6</b>
Federal Transit Administration (FTA).....	6
HSTP Project Advisory Committee (PAC).....	6
Project Selection Team (PST) .....	6
Regional Transportation Authority (RTA) .....	6
Illinois Department of Transportation (IDOT).....	7
Chicago Metropolitan Agency for Planning (CMAP).....	7
<b>COORDINATION .....</b>	<b>8</b>
The Coordinated Public Transit – Human Services Transportation Plan.....	8
<b>ELIGIBLE SUBRECIPIENTS .....</b>	<b>8</b>
<b>LOCAL SHARE &amp; LOCAL FUNDING REQUIREMENTS .....</b>	<b>9</b>
<b>PROJECT SELECTION CRITERIA &amp; METHOD OF DISTRIBUTING FUNDS.....</b>	<b>10</b>
Overview of Project Selection and Funding Allocation Process .....	10
CRRSAA Apportionment Allocation .....	11
Project Selection Criteria .....	11
Prospective Applicant Outreach Process.....	12
<b>ANNUAL PROGRAM OF PROJECTS DEVELOPMENT &amp; APPROVAL PROCESS.....</b>	<b>13</b>
Program of Projects Development .....	13
Approval Process Overview .....	13
<b>ADMINISTRATION, PLANNING &amp; TECHNICAL ASSISTANCE .....</b>	<b>13</b>
<b>TRANSFER OF FUNDS.....</b>	<b>14</b>
<b>PRIVATE SECTOR PARTICIPATION.....</b>	<b>14</b>
<b>CIVIL RIGHTS .....</b>	<b>14</b>
<b>SECTION 504 &amp; ADA REPORTING.....</b>	<b>16</b>
<b>PROGRAM PERFORMANCE MEASURES .....</b>	<b>16</b>
<b>PROGRAM MANAGEMENT .....</b>	<b>17</b>
Subrecipient Awardee Requirements.....	17
<i>Operators and Providers as Subcontractors.....</i>	<i>18</i>
<i>Procurement .....</i>	<i>18</i>
<i>Liquidated Damages Provisions.....</i>	<i>18</i>
<i>Contract Award Announcement .....</i>	<i>19</i>
<i>Contract Provisions.....</i>	<i>19</i>
Cost Principles and Cost Allocation.....	19
<i>Policy.....</i>	<i>19</i>



<i>Application of Cost Principles in Grants Management</i> .....	20
<i>Allowability of Costs</i> .....	20
<i>Direct Costs</i> .....	21
<i>Indirect Costs</i> .....	21
Designated Recipient Program Management .....	21
<i>The Review Process for Subrecipients</i> .....	22
<i>Desk Review</i> .....	23
<i>Site Visit</i> .....	23
<i>Compliance Review Report</i> .....	24
Accounting Systems and Audit .....	24
Closeout Procedures.....	25
<i>Subrecipient Closeout</i> .....	25
<i>FTA Closeout</i> .....	25
<b>OTHER PROVISIONS</b> .....	<b>26</b>
Title VI Nondiscrimination .....	26
Equal Employment Opportunity (EEO) .....	26
Section 504 of the Federal Transit Act.....	26
Americans with Disabilities Act.....	26
Bus Testing Regulations .....	26
Restrictions on Lobbying.....	27
Purchasing, including Buy America.....	27
Maintenance, Satisfactory Continuing Control, Section 504 and ADA.....	27
Safety and Security .....	28
Charter Bus and School Bus .....	28
Drug-Free Workplace and Drug and Alcohol Testing .....	29
Labor Protections.....	29
<b>PROGRAM MANAGEMENT PLAN REVISIONS</b> .....	<b>29</b>



# INTRODUCTION

## Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

## Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundey County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding, and administers the vehicle purchasing through its Combined Vehicle Purchase Program.

## Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.





The RTA continues to monitor the Job Access/Reverse Commute (JARC) program<sup>1</sup>, an activity that will continue through close-out of the active grants and will continue to be administered as delineated in the RTA's JARC/NF Program Management Plan.

## PROGRAM GOALS & OBJECTIVES

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical assistance to prospective awardees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

---

<sup>1</sup> The federally funded Job Access Reverse Commute (JARC) program provided operating and capital assistance for transportation services that met the needs of low-income individuals and of reverse commuters. The New Freedom program provided public transportation alternatives beyond those required by the Americans with Disabilities Act. The RTA administered these two programs until 2013, when the JARC program was ended and the New Freedom program was rolled into the Section 5310 program.



# ROLES & RESPONSIBILITIES

## Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

## HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

## Project Selection Team (PST)

The project selection team (PST) is made up of seven representatives: two representatives from the Illinois Department of Transportation (IDOT), two from the RTA and two from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

## Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development a biennial Program of Projects (POP)<sup>2</sup>. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project

---

<sup>2</sup> The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

## **Illinois Department of Transportation (IDOT)**

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

## **Chicago Metropolitan Agency for Planning (CMAP)**

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-



range plan and the region’s Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

## COORDINATION

### The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region’s older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the HSTP.

## ELIGIBLE SUBRECIPIENTS

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as “coordinators of services for seniors and individuals with disabilities” are those designated by the state to coordinate human service activities in a particular area. Examples of



such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. “Shared-ride” means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements, as necessary, with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which, as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

## LOCAL SHARE & LOCAL FUNDING REQUIREMENTS

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits<sup>3</sup>. The RTA has elected to permit only the use of cash match.

---

<sup>3</sup> Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

If a project is providing service through a contract operator and the project meets the definition of a “traditional” capital project<sup>4</sup>, that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity. IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

## PROJECT SELECTION CRITERIA & METHOD OF DISTRIBUTING FUNDS

### Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.

---

<sup>4</sup> Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to: a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential operating projects. Applications received will be screened for eligibility by RTA staff and the Project Selection Team
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

## CRRSAA Apportionment Allocation

On December 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) was signed into law. CRRSAA included supplemental appropriations for COVID-19 relief for the transit industry, specifically including Section 5310. The RTA will award the full Section 5310 appropriation to Pace Suburban Bus to support their ongoing Regional Call Center operations, which support many ongoing Section 5310 operating projects. Any additional recovery funds appropriated in 2021 will be included in the RTA’s biennial Call for Projects.

## Project Selection Criteria

Projects are first screened to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, *Invest in Transit: The 2018-2023 Regional Transit Strategic Plan for Chicago and Northeastern Illinois* and CMAP’s *ON TO 2050* plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies



- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants
- Applicant provides plan for assessing the proposed project’s performance through the course of the project, including tracking yearly data

## Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA’s policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations
- The Call for Projects timeline and all application materials are available on the RTA Website
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website [rtachicago.com/section5310](http://rtachicago.com/section5310).
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects



- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

## ANNUAL PROGRAM OF PROJECTS DEVELOPMENT & APPROVAL PROCESS

### Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital and operating projects and continuation projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the [rtachicago.com/Section5310](http://rtachicago.com/Section5310) web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

### Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP)<sup>5</sup> and the application will be submitted to FTA for approval.

## ADMINISTRATION, PLANNING & TECHNICAL ASSISTANCE

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program

---

<sup>5</sup> The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

administrative costs including administration, planning, and technical assistance (these funds are referred to as “program administration funds”). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

## TRANSFER OF FUNDS

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

## PRIVATE SECTOR PARTICIPATION

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

## CIVIL RIGHTS

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 27, 2017. The program is currently under review by the FTA. In addition, the RTA specifically requires in all third party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.



The RTA last submitted an update to its DBE program to the FTA in July 2014, and submitted its DBE Triennial goal in August 2017. The RTA will submit an updated Triennial goal in 2019. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of \$1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of \$250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees



receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

## SECTION 504 & ADA REPORTING

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

## PROGRAM PERFORMANCE MEASURES

FTA has established performance measures for Section 5310. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the



Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

(1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.

(2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.

(3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year. The RTA includes additional performance measures above and beyond those required by the FTA and unique to each recommendation from the HSTP. Details can be found in the project application, which is an exhibit to the HSTP.

## PROGRAM MANAGEMENT

### Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third party purchase orders and contracts, including contracts for operations. The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting



requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

### Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

### Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each subrecipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

### Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party



contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

### Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

### Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be effected and the basis for settlement.

## Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

### Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:



- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

### Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

### Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.



- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

### Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

### Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

Awards under the program awarded prior to December 26, 2014, are subject to administrative requirements and cost principles found in 2 CFR Part 225. Awards made on or after December 26, 2014 shall follow guidance in 2 CFR Part 200 which supersedes and streamlines the former OMB Circulars on Uniform Administrative Guidance, A-87.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (formerly OMB Circular A-87), as amended or 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Nonprofit Organizations," as amended.

## Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.



In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

### The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

#### Steps in the Review Process:

- Contact with awardee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report



For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

### Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

### Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.



The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

### Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

## Accounting Systems and Audit

Awardees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1E, as revised) and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits



performed must meet the requirements of 2 CFR Part 200 Subpart F (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

## Closeout Procedures

RTA will use a two-step process to a move a Federal grant to closeout:

### Subrecipient Closeout

Subrecipients are responsible for writing “Final Invoice” on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

### FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA’s TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

“The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant.”



The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

## OTHER PROVISIONS

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

### **Title VI Nondiscrimination**

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

### **Equal Employment Opportunity (EEO)**

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

### **Section 504 of the Federal Transit Act**

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

### **Americans with Disabilities Act**

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

### **Bus Testing Regulations**

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.



## Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

## Purchasing, including Buy America

- The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
- The purchasing area includes all third party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must insure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

## Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee’s facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

## **Safety and Security**

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

## **Charter Bus and School Bus**

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial





assistance from FTA for program purposes only, under 49 U.S.C. 5310.....” This relieves the operator of a 5310 project from this requirement while operating service under this program. Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as “...an organization that serves persons who qualify for human services or transportation - related programs or services due to disability, income or advanced age.” §604.3(q). The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

## **Drug-Free Workplace and Drug and Alcohol Testing**

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

## **Labor Protections**

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

## **PROGRAM MANAGEMENT PLAN REVISIONS**

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially



when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered “pervasive,” the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection team. CRRSAA apportionment and future recovery funds allocation policy documentation.

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
[Redacted]	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: [ ]	* First Name: [Redacted] Middle Name: [ ]
* Last Name: [Redacted]	Suffix: [ ]
* Title: [Redacted]	
* SIGNATURE: [ ]	* DATE: [ ]

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

DEKALB COUNTY, ILLINOIS

GENERAL ORDER 24-01

**FILED**

**MAY 10 2024**

Lori Grubbs  
Clerk of the Circuit Court  
DeKalb County, Illinois

IN THE MATTER OF THE ADOPTION )  
OF THE COURT CALENDAR FOR )  
THE YEAR 2025 )

WHEREAS, the Supreme Court of the State of Illinois has issued its Order dated May 9, 2024 setting forth the dates for the observance of certain holidays in the 2025 calendar year; and

WHEREAS, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

IT IS ORDERED that the Circuit Court for the Twenty-Third Judicial Circuit of the State of Illinois shall adjourn, and the Offices of the Circuit Clerk of DeKalb and Kendall Counties shall be closed on the following holidays for the year 2025:

**HOLIDAY**

**OBSERVED**

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Spring Holiday (1/2 day)  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day  
Day following Christmas Day

Wednesday, January 1  
Monday, January 20  
Wednesday, February 12  
Monday, February 17  
Friday, April 18  
Monday, May 26  
Thursday, June 19  
Friday, July 4  
Monday, September 1  
Monday, October 13  
Tuesday, November 11  
Thursday, November 27  
Friday, November 28  
Thursday, December 25  
Friday, December 26

Enter: May 10<sup>th</sup>, 2024

  
\_\_\_\_\_  
Honorable Bradley J. Waller  
Chief Judge

M.R. 5272

SUPREME COURT  
STATE OF ILLINOIS

Order


IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2025:

January 1	New Year's Day	Wednesday
January 20	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Wednesday
February 17	Washington's Birthday (Obsvd.)	Monday
May 26	Memorial Day	Monday
June 19	Juneteenth Independence Day	Thursday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
October 13	Columbus Day (Obsvd.)	Monday
November 11	Veterans' Day	Tuesday
November 27	Thanksgiving Day	Thursday
November 28	Day Following Thanksgiving Day	Friday
December 25	Christmas Day	Thursday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 9th day of May, 2024.

  
\_\_\_\_\_  
Chief Justice

Supreme Court of Illinois

**FILED**  
May 9, 2024  
SUPREME COURT  
CLERK



# Kendall County Agenda Briefing

---

**Meeting Type:** Economic Development and Administration

**Meeting Date:** 5/15/24

**Subject:** Rabies tag & Adoption fee increases

**Prepared by:** Taylor Cosgrove

**Department:** Animal Control

---

**Action Requested:** Approval of the proposed rabies tag and adoption fees increase

**Board/Committee Review:**

Economic Development and Administration

**Fiscal impact:** For 2023, the fee increase would have resulted in up to an additional \$58,765 to support Animal Control operations

---

**Background and Discussion:**

This is a request to approve the increase of county rabies tag fees, as well as adoption fees for animals adopted from our shelter.

The proposed increase in fees is as follows:

Dog Adoption fees: \$150 (currently \$120)

Puppy Adoption fees: \$175 (currently \$135)

Cat Adoption fees: \$100 (currently \$70)

Kitten Adoption fees: \$125 (currently \$85)

Tags:

1 year altered: \$14 (currently \$12)

1 year unaltered: \$31 (currently \$27)

3 year altered: \$35 (currently \$30)

3 year unaltered: \$75 (currently \$65)

**Staff Recommendation:**

It is my recommendation that the proposed fees are implemented to offset the ever-rising operational costs of our department, and routine veterinary care for the animals housed at our facility. It is the recommendation of Dr. Schlapp, Vet Administrator for the county that the unaltered tag fee is not charged for dogs until they are 1 year of age and beyond. The cat unaltered/altered fee will not change and will be charged accordingly no matter the age of the cat.

**Attachments:**

As shown in the attached excel spreadsheet, you can see our current fees side by side with our proposed fees, along with a survey of collar counties, and other counties with comparable population density.

AC Name	Dog Adoption	Cat Adoption	Altered 1 year	Altered 3 year
Kane County Animal Control	\$200	\$100	\$15	\$35
Kankakee County Animal Control	\$150	\$125	\$15	\$45
Will County Animal Control	NO ADOPTIONS	NO ADOPTIONS	\$15	\$40
Dekalb County Animal Control	NO ADOPTIONS	NO ADOPTIONS	\$20	\$40
Lasalle County Animal Control	NO ADOPTIONS	NO ADOPTIONS	dog-\$12, cat-\$6	dog-\$36, cat-\$18
Grundy County Animal Control	\$189-\$219	\$129-\$149	\$15	\$45
Tazewell County Animal Control	\$80	\$60	\$16	\$42
Rock Island Animal Control	\$100-250	\$60	\$10	ANNUAL LICENSE
Mclean County Animal Control	\$105	\$105	\$15	\$40
Dupage County Animal Control	\$60-\$210	\$11-110	\$15	\$40
<b>KENDALL COUNTY ANIMAL CONTROL</b>	<b>\$120-135</b>	<b>\$70-95</b>	<b>\$12</b>	<b>\$30</b>
Avg.	\$126.28-173.42 avg	\$84.28-101.28 avg.	\$14.8 avg.	\$39.3 avg.
<b>Proposed fees</b>	<b>Dogs \$150, Puppies \$175</b>	<b>Cat \$100, Kittens \$125</b>	<b>\$14</b>	<b>\$35</b>

AC Name	Unaltered 1 year	Unaltered 3 year	Late Fees?	Senior Tag Fees
Kane County Animal Control	\$40	\$90	No	FREE(?)
Kankakee County Animal Control	\$30	\$100	No	No
Will County Animal Control	\$35	\$90	No	No
Dekalb County Animal Control	\$52	\$104	\$15	No
Lasalle County Animal Control	dog-\$22, cat-\$16	dog-\$66, cat-\$48	No	\$5-21 varies dog/cat/1/3
Grundy County Animal Control	\$25	\$60	No, \$3 shipping	No
Tazewell County Animal Control	\$33	\$75	No	No
Rock Island Animal Control	\$50	ANNUAL LICENSE	\$5	No
Mclean County Animal Control	\$30	\$85	\$20	No
Dupage County Animal Control	\$40	\$90	No	No
<b>KENDALL COUNTY ANIMAL CONTROL</b>	<b>\$27</b>	<b>\$65</b>	<b>No</b>	<b>No</b>
Avg.	\$35.70	\$76.00		
<b>Proposed fees</b>	<b>\$31</b>	<b>\$75</b>		