ADDENDUM

XIII. Other Business
A. Approve Resolution Authorizing Execution of FY2019 Downstate Operating Assistance Program (DOAP) Grant Agreement – Grant No. OP-19-26-IL, Agreement No. 4911 (19-1141-10796)
B. Approval of Rural Transit Service Report for Fiscal Year 2018
Memorandum

To: Members of the Champaign County Board

From: Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
Kristen Gisondi, CCRPC/Program Compliance Oversight Monitor for Champaign County Rural Public Transportation

Date: November 5, 2018

Re: FY2019 Downstate Operating Assistance Program (DOAP) Grant Agreement – Grant No. OP-19-26-IL, Agreement No. 4911 (19-1141-10796)

Requested Action: Approve Resolution Authorizing Execution of FY2019 Downstate Operating Assistance Program (DOAP) Grant Agreement – Grant No. OP-19-26-IL, Agreement No. 4911 (19-1141-10796)

Background: On April 19, 2018, the Champaign County Board authorized the application for rural public transportation funding with Resolution #2018-93. Champaign County submitted separate applications to the Illinois Department of Transportation (IDOT) for state and federal funding for FY2019 on April 23, 2018. On October 31, 2018 CCRPC staff received the Downstate Operating Assistance Program (DOAP) grant agreement for Champaign County’s partial execution.

The amount of this grant agreement is $589,692.00.
GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
CHAMPAIGN COUNTY

The Illinois Department of Transportation (Grantor), with its principal office at
2300 South Dirksen Parkway, Springfield IL 62764,

and Champaign County (Grantee), with its principal office at
1776 E. Washington St., Urbana, IL 61802

and payment address (if different than principal office) at N/A

hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 961922478 is Grantee’s correct DUNS number, that 376006910 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy - Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
- P = partnership
- C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years. Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☑ are estimated to be
Agreement No. 4911 (19-1141-10796)

$589,692.00, of which $0.00, are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is n/a, the Federal awarding agency is n/a, and the Federal Award date is n/a. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is n/a and Number is n/a. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141-10796.

1.4 Term. This Agreement shall be effective on 7/1/2018 and shall expire on 6/30/2019 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK
1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☐ Check if under $250,000. If under $250,000 the Secretary’s signature may be delegated.

Illinois Department of Transportation

By: 
Signature of Beth McCluskey, Director

By: 
Signature of Designee

Date: 

Printed Name: 
Printed Title: 

Desigee

Champaign County

By: 
Signature of Authorized Representative

Date: 
Printed Name: Deb Busey
Printed Title: County Administrator
E-mail: dbusey@co.champaign.il.us

By: 
Signature of Third Other Approver’s Name & Title

By: 
Signature of Designee

Date: 

Printed Name: 
Printed Title: 

Desigee
ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-cut Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.
ARTICLE IV
PAYMENT

4.1 **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 **Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3 **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 **Payments to Third Parties.** Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).
(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO, PART THREE, or Exhibit C.** Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8 **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1 **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantor’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.
ARTICLE VI
BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval, 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.
(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Nonprofit Organizations Cost Principles.** The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(d) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**
**REQUIRED CERTIFICATIONS**

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 8101.

**ARTICLE IX CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d') Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.);

and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subgrantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
11.5 **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

**ARTICLE XII**
**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**
**FINANCIAL REPORTING REQUIREMENTS**

13.1 **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.
13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.
ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/85(c).

15.2 Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s period.
(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularity or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularity or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Report Timing. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).
(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the applicable statues, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 Effects of Suspension andTermination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
(e) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.
ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.
ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Transfer of Equipment. Grantee shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.
ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantor’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys’ fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI
MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
26.9 **Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/60.

26.14 **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 **Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

CSFA Number: 494-80-1141  NOSA/SAIN Number: 1141-10796
GATA Registration Number: 672175

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.
EXHIBIT B

DELIVERABLES OR MILESTONES

A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.

B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.

C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.

E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.
EXHIBIT C

PAYMENT

Grantee shall receive $589,692.00 under this Agreement.

Enter specific terms of payment here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the AGREEMENT, Grantee will submit updated, separate Budgets: one to reflect Grantee’s costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this AGREEMENT.

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

Grantee shall have the flexibility to request:

A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

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

C. a combination of both.

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

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.
EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT
Name:    Aracely Lara
Title:   Compliance Project Manager
Address: 69 W. Washington St., Suite 2100, Chicago, IL 60602
Phone:  312-793-3663
TTY#:    N/A
Fax#:    N/A
E-mail Address:  Aracely.Lara@illinois.gov

GRANTEE CONTACT
Name:    Deb Busey
Title:   County Administrator
Address: 1776 E. Washington St., Urbana, IL 61802
Phone:  217-384-3776
TTY#:    N/A
Fax#:    N/A
E-mail Address:  dbusey@co.champaign.il.us

Additional Information:
None Identified
EXHIBIT E

PERFORMANCE MEASURES

The Grantees should:

1) Submit accurate and timely reports required by this program.

2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
   
   A. Financial Management Reviews;
   B. Compliance Reviews;
   C. Audits;
   D. Grantor policy changes;
   E. Public Complaint Process;
   F. and/or as directed by the Grantor to remain in compliance with grant requirements.

3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.
EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C. As well as Public Transportation Accounts (PTA) account reports.

2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.

A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.

B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.

C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.

D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.

E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.
EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Audit
- Conditions:
  - The Grantee shall supply the Grantor with an update on audit corrective actions past two years.

- Corrective Action:
  - Address all audit findings giving priority to signficate deficiencies and material weaknesses.

Procurement Standards
- Conditions:
  - Grantee shall submit procurement procedures manual with an assessment of any gaps between the procedures manual and 2 CFR 200.317 – 326 with mitigating control procedures as applicable. Ensure that the operator procurement oversight procedures are highlighted and locations listed within the procedures manual in the assessment as applicable.

- Corrective Action:
  - Implementation of corrective action to enhance the sub-recipient's monitoring and management of procurements.

Fraud, Waste and Abuse
- Conditions:
  - Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor staff for approval. Upon approval the Grantee shall begin implementation of the program with 30 days.

- Corrective Action:
  - Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
Grantee shall:

A. Provide proof that substantial steps are being taken to mitigate risk factors within the 90 days of the executed grant agreement or written plan to mitigate said risk factors.

B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.

C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

Failure to submit proof of mitigated risk factors, explanations, and/or estimated dates will be considered a material breach of this Agreement and shall result in the withholding of funds, the return of improper payments or Unallowable Costs, and may be the basis to recover Grant Funds. Grantee's failure to comply with the specific conditions outlined in this exhibit shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Equipment and Supplies. Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer’s guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

Renewal This Agreement may not be renewed.

PART TWO – THE GRANTOR-SPECIFIC TERMS

ARTICLE XXVII
INSPECTION AND AUDIT

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

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee’s public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

ARTICLE XXVIII
ETHICS

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

(i) the employee, officer, board member, or agent;
(ii) any member of his or her immediate family;
(iii) his or her partner; or
(iv) an organization which employs, or is about to employ, any of the above.

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

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

(b) Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

ARTICLE XXIX
GRANTEE'S WARRANTIES

29.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

(a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of Part Two Attachment 1.

(b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of Part Two Attachment 2.

ARTICLE XXX
DRUG FREE WORKPLACE

30.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.
31.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.
PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Champaign County ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 4911 (19-1141-10796), Grant No. (OP- 19-26-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

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

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

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

4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: ______________________________
(attorney's name)
(attorney's title) for Champaign County

Date: _________________________________
PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CHAMPAIGN COUNTY

Section 1. That the Champaign County enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2019 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the County Administrator of the Champaign County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Champaign County for such assistance for fiscal year 2019.

Section 3. That the County Administrator of the Champaign County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2019.

Section 4. That while participating in said operating assistance program the Champaign County shall provide all required local matching funds.

PRESENTED and ADOPTED this _______ day of __________________, 20______

(Signature of Authorized Official) (Attest)

(Title) (Date)
PART TWO ATTACHMENT 3

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

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

(a) Publishing a statement:
   
   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

   (2) Specifying the actions that will be taken against employees for violations of such prohibition.

   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

       (A) abide by the terms of the statement; and

       (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

   (1) the dangers of drug abuse in the workplace;

   (2) the Grantee's policy of maintaining a drug free workplace;

   (3) any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Champaign County

________________________________________
Signature of Authorized Representative

____________________  ____________________
Title Date

State of Illinois
GRANT AGREEMENT (UGA) FISCAL YEAR 2019 / 2 14 18
Page 39 of 46
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

ARTICLE I
DEFINITIONS

32.1. As used in this Agreement:
“AICPA” means the American Institute of Certified Public Accountants.
"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
"OMB" means the U.S. Office of Management and Budget.

ARTICLE XXXIII
PROJECT SCOPE

33.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

ARTICLE XXXIV
PROJECT BUDGET

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

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

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee’s eligible operating expenses incurred during fiscal year 2019, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2019, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2019 does not exceed Grantee’s actual operating deficit for that year.

34.3. The Grantor has approved and agrees to make a grant in the estimated amount of $589,692.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

34.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2019 exceed Grantee’s actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collectec and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits,
local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

ARTICLE XXXV
PAYMENT PROCEDURES

35.1. The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor’s prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee’s approved application and the Act.

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

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

35.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

35.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

35.5. Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ARTICLE XXXVI
ELIGIBLE OPERATING EXPENSES

36.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee’s governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking
and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor’s “Public Transportation Capital Improvement Grants Manual” and “Supplemental Operating Assistance Guidelines”;

(f) non-rolling stock-equipment purchases that are less than $10,000;

(g) administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

(h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;

(i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);

(j) established reserves for self-insurance programs;

(k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

(l) Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

(m) any other expenditure that an independent auditor retained by the Grantee’s governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

ARTICLE XXXVII

INELIGIBLE OPERATING EXPENSES

37.1. Ineligible operating expenses include, but are not limited to, the following:

(a) depreciation, whether funded or unfunded;

(b) amortization of any intangible assets;

(c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

(d) profit or return on investments;

(e) excessive payments to associated entities;

(f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

(g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

(h) travel and entertainment expenses incurred in attending non-public transportation-related activities;

(i) charter, school bus and sightseeing expenses as defined by the FTA;
Agreement No. 4911 (19-1141-10796)

(j) fines and penalties;

(k) charitable donations;

(l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

(m) income taxes;

(n) that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;

(o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);

(p) expenses for freight haulage provided by Grantee;

(q) any expense that is reimbursed from insurance proceeds;

(r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and

(s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

ARTICLE XXXVIII
PROJECT CLOSEOUT

38.1 Upon the Grantor’s receipt of the Grantee’s independent audit report of the Project, the Grantor shall perform a review of the Grantee’s independent audit to determine whether to approve the independent audit. Once the Grantee’s independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

38.2 At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

38.3 Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.
ARTICLE XXXIX
SCHOOL BUS OPERATIONS

39.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

ARTICLE XL
ETHANOL GASOLINE

40.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ARTICLE XLI
NO WAIVER

41.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

ARTICLE XLII
GRANTEE'S RESERVATION OF RIGHTS

42.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

ARTICLE XLIII
FAILURE TO APPROPRIATE FUNDS

43.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).
CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Champaign County

_________________________
Signature of Authorized Representative

_________________________  _______________________
Title  Date
UNIFORM BUDGET
<table>
<thead>
<tr>
<th>Document Instruction</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$589,692.00</td>
<td></td>
</tr>
</tbody>
</table>

**10. Total State Grant Funds**

11. Total Direct Costs (add lines 1-10)

12. Training and Education

13. Direct Administrative Costs

14. Miscellaneous Costs

15. E & C Grant Expenditure Line Item(s)

16. Total Direct Costs (add lines 1-15)

17. Total Indirect Costs

**18. Total Costs State Grant Funds**

**19. Total Revenue**

**Fiscal Year: 2019**

---

**Section A: State of Illinois Funds**

**Catalog of State Financial Assistance (CSFA) Number:** 900-0141

**Data Universal Number System (DUNS) Number (enter numbers only):** 61924778

**Organization Name:** Illinois Department of Transportation/Office of Intermodal Project Implementation

**State Agency:** Illinois Department of Transportation/Office of Intermodal Project Implementation

---

**Uniform Grant Budget Template**

**State of Illinois**
Basic Negotiated Indirect Cost Rate Information (please see the following questions)

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>X</td>
</tr>
<tr>
<td>4.</td>
<td>O</td>
</tr>
</tbody>
</table>

Note: Your organization may not have a Federal Cost Sharing Agreement. You are in order for your organization to be reimbursed. For the Indirect (if this option is selected, please provide basic negotiated indirect cost sharing agreement in a separate section below)

Example: A copy of this agreement will be provided to the State of Illinois. Indirect cost sharing agreements and the Federal Government is acceptable by any State, Federal Government or any other entity. The agreement must be reviewed and approved by the Federal Government.

Organizational Information:
- Name: Organization Name: Champaign County
- State: Illinois
### Section B: Non-State of Illinois Funds

**Organization Name:** Champaign County

**NFO Number:** 18-494-80-1441-01

#### Fiscal Year: Fiscal Year 2019

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>Federal Awards Reference 2 CFR 200</th>
<th>OMB Uniform Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>323.871.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salary and Wages)</td>
<td>$200.40</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$200.41</td>
</tr>
<tr>
<td>3. Travel</td>
<td>$200.44</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$200.49</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>$200.92</td>
</tr>
<tr>
<td>6. Contracted Services and Subawards</td>
<td>$36,400.00</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>$30,480.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td>$200.87</td>
</tr>
<tr>
<td>9. Research and Development (R&amp;D)</td>
<td>$200.46</td>
</tr>
<tr>
<td>10. Training and Education</td>
<td>$200.72</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>$200.44</td>
</tr>
<tr>
<td>12. Administrative Costs</td>
<td>$200.43</td>
</tr>
<tr>
<td>13. Total Indirect Costs</td>
<td>$200.44</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td>$200.41</td>
</tr>
</tbody>
</table>

**Total Non-State Funds (Lines a through d):**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Non-Cash</td>
<td>$170,000.00</td>
</tr>
<tr>
<td>(b) Cash</td>
<td>$15,931.00</td>
</tr>
<tr>
<td>(c) Direct Funding and Contributions</td>
<td>$13,871.00</td>
</tr>
</tbody>
</table>

**Total Revenue:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d) Revenue</td>
<td>$323,871.00</td>
</tr>
</tbody>
</table>

**Percentage Requirement:** 35%
Date of Execution (Executive Director): 

Signature (Executive Director or Equivalent): 

Printed Name (Executive Director or Equivalent): 

Title (Executive Director or Equivalent): 

Champaign County Administrator 

Institutional Affiliation Name: 

Champaign County 

Note: The State Awarding Agency may change required signatures based on the grant's organizational structure. The required signatures must have the authority to enter into and contract agreements on the behalf of the organization.

Term of my grant award(s): 

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

Catalog of State Financial Assistance (CSFA) Number: 494-80-141 

Data Universal Number System (DUNS) Number (enter numbers only): 969229478 

Organization Name: Champaign County 

UNIFORM GRANT BUDGET TEMPLATE 
State of Illinois
<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
</table>

Please provide names and total compensation of the top five officials:

[ ] No  [X] Yes

If Yes, you must answer Q below. Please fill out the rest of this form.

Section 170 of the Internal Revenue Code of 1986 (including SEC 990), the Security Exchange Act of 1934 (SEC 78(a)(37) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38)).

Q2. Does the public have access to information about the compensation of the top five executives of your business organization? (Including parent organization, all branches and all affiliates worldwide)

[ ] No  [X] Yes

If No, you are not required to provide data.

[ ] No  [X] Yes

If Yes, you must answer Q below.

Section 170 of the Internal Revenue Code of 1986 (including SEC 990), the Security Exchange Act of 1934 (SEC 78(a)(37) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38)).

Under certain circumstances, the recipient must provide names and total compensation of the top five highly compensated officials. Please answer the following questions:

| State of Illinois Department of Transportation (DOT) is the awarding agency. The project is a provision of rural public transportation in the non-urbanized areas of Champaign County. |
|---|---|---|---|
| June 30, 2019 | July 1, 2018 | $153,871.00 |
| Project Period From: | Project Period To: | Award Amount: |
| Congressional District: 13 | 61802 | State: IL |
| Zip Code: 61802 | City: Urbana | Congression District: 13 |
| Sub Receiver Principal Place of Performance: 1101 E. University Avenue | 1170 E Washington St. | Sub-receiver Street Address: 1170 E Washington St. |
| Sub-receiver City: Urbana | Sub-receiver City: Urbana | Sub-receiver DUNS: 06-222-6325 |
| Sub-receiver Name: Champaign County | Sub-receiver Name: Champaign County |

If applicable, all sub-recipients who receive $30,000 or more must provide the following information for Federal Reporting. Please fill out the following form accurately and completely.

[ ] No  [X] Yes

If Yes, you must answer Q below. Please fill out the rest of this form.

Section 170 of the Internal Revenue Code of 1986 (including SEC 990), the Security Exchange Act of 1934 (SEC 78(a)(37) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38) or section 13 of the Securities Exchange Act of 1934 (SEC 78(a)(37) or 78(a)(38)).

Q2. Does the public have access to information about the compensation of the top five executives of your business organization? (Including parent organization, all branches and all affiliates worldwide)
<table>
<thead>
<tr>
<th>Description</th>
<th>Person</th>
<th>Length of Time</th>
<th>% of Time</th>
<th>Salary or Wage (Yr/Model-Hr)</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Slate Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slate Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>337,616.00</td>
<td>$20,000</td>
<td>1</td>
<td>100%</td>
<td>Hourly</td>
<td></td>
</tr>
<tr>
<td>312,866.00</td>
<td>$121,064</td>
<td>1</td>
<td>100%</td>
<td>Hourly</td>
<td></td>
</tr>
<tr>
<td>246,750.00</td>
<td>$38,634</td>
<td>1</td>
<td>100%</td>
<td>Hourly</td>
<td></td>
</tr>
<tr>
<td>208,176.00</td>
<td>$20,000</td>
<td>1</td>
<td>100%</td>
<td>Hourly</td>
<td></td>
</tr>
</tbody>
</table>

This section includes compensation for vehicle operators and dispatchers.

Personnel Narrative (Non-Slate): (i.e., "Method of Other Funding")

This section includes compensation for vehicle operators and dispatchers.

Personnel Narrative (Slate):
<table>
<thead>
<tr>
<th>Total Fringe Benefits</th>
<th>183,666.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-State Total</td>
<td>64,281.00</td>
</tr>
<tr>
<td>Add/Delete Fringe Benefits</td>
<td>8,790.00</td>
</tr>
<tr>
<td>Percent of Base(s)</td>
<td>100%</td>
</tr>
<tr>
<td>- Total Fringe Benefits</td>
<td>8,790.00</td>
</tr>
<tr>
<td>- Fringe Benefits Cost</td>
<td>8,790.00</td>
</tr>
</tbody>
</table>

Total Fringe Benefits Narrative (Stale):

Benefits for eligible employees - includes pension contribution, State and Federal requirements, health insurance for eligible employees, and time off benefit.

Uniform Grant Budget Template
State of Illinois
<table>
<thead>
<tr>
<th>Total Travel</th>
<th>NON-State Total</th>
<th>State Total</th>
<th>Meeting</th>
<th>RTAC Conference/HTSP</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000.00</td>
<td>$700.00</td>
<td>$1,300.00</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>1</td>
<td>$140.00</td>
<td>$260.00</td>
</tr>
</tbody>
</table>

Travel costs should be included in the 'Miscellaneous' category. Review panels and etc. should be itemized the same way as indicated above and placed in the 'Miscellaneous' category. State Travel costs should be shown in the consultant category along with the consultant fees. Travel for training participants should be shown in the consultant category along with the consultant fees. Travel for training participants.

Dollars requested in the travel budget should be for expenses related to the project. Funds requests are subject to review by theSource of Travel Policies. Applicants of any State of Illinois Travel Regulations. Note: Dollars requested in the travel budget should be for expenses related to the project. Funds requests are subject to review by the Source of Travel Policies. Applicants of any State of Illinois Travel Regulations. Note: Dollars requested in the travel budget should be for expenses related to the project.

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, reduced lodging, and per diem costs. A brief description of the project involved, the purpose, and explanation of how the proposed travel is necessary for successful accomplishment of the project. In framing projects, level and needs for travel should include: origin and destination, estimated costs and type of transportation, number of travelers, reduced lodging, and per diem costs. A brief description of the

3)0. Travel (2 CFR 200.474)
### Equipment Narrative (Non-State) (i.e., March or Other Funding)

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>Cost per Item</th>
<th>Quantity</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Method to be used.

If applicable, describe the procurement method to be used for the purchase of equipment.

**Note:** Organizations must: 1) Provide a cost estimate for each piece of equipment, 2) Clearly indicate if the equipment is used for research, teaching or other purposes, and 3) Provide a complete description of the equipment, including its specifications and estimated cost.

**State Total**

N/A

**Non-State Total**

N/A

**Total Equipment**

N/A

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment.
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td></td>
<td></td>
<td>$104,900.00</td>
<td></td>
</tr>
<tr>
<td>Tire/Tube</td>
<td></td>
<td></td>
<td>$38,400.00</td>
<td></td>
</tr>
<tr>
<td>Fuel/Oil Lubricants</td>
<td></td>
<td></td>
<td>$41,300.00</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
<td></td>
<td>$700.00</td>
<td></td>
</tr>
<tr>
<td>Non-State Totals</td>
<td></td>
<td></td>
<td>$30,900.00</td>
<td></td>
</tr>
<tr>
<td>State Totals</td>
<td></td>
<td></td>
<td>$367,600.00</td>
<td></td>
</tr>
</tbody>
</table>

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

State of Illinois

UNIFORM GRANT BUDGET Template

CFR 200.94 (2) Supplies

CFR 200.94 (2) Supplies
<table>
<thead>
<tr>
<th>Item</th>
<th>Total Contractual Services</th>
<th>Non-Service Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>$87,000.00</td>
<td>$30,450.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>$30,000.00</td>
<td>$66,500.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>$95,000.00</td>
<td>$66,000.00</td>
</tr>
</tbody>
</table>

Vehicle Maintenance

Prime Lease

**Please also note the difference between subaward, contract, and contractor (vendor):**

- Subaward (200.22) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out any part of a Federal/subaward, including a Federal/subaward earned.
- Contractor (200.22) means a legal instrument by which a non-Federal entity procures property or services needed to carry out a project or program under a Federal contract.

**Products or services to be obtained and includable in the subaward are generally identical to those specified in the prime contract. This is consistent with the definition of a Federal award or subaward.**

**Contractor (200.22) means a legal instrument by which a non-Federal entity procures property or services needed to carry out a project or program under a Federal award.**

**Prime award (200.22) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out any part of a Federal/subaward, including a Federal/subaward earned.**

**Vendor (200.22) means a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activity.**
6. Contractual Services (2 CFR 200.318) & Subawards (200.92)
<table>
<thead>
<tr>
<th>Number of Consultant Expenses</th>
<th>Cost</th>
<th>Basis</th>
<th>Rate</th>
<th>Location</th>
<th>Type of Services - Items</th>
<th>Description of Services (Fees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$2,000.00</td>
<td>Non-State</td>
<td>Total</td>
<td></td>
<td>$700.00</td>
<td>Item 1: Financial Audit, Fee 2: Martin, Hood, Fees 4:</td>
</tr>
<tr>
<td>2</td>
<td>$700.00</td>
<td></td>
<td></td>
<td></td>
<td>$700.00</td>
<td>Item 1: Financial Audit, Fee 2: Martin, Hood, Fees 4:</td>
</tr>
<tr>
<td>3</td>
<td>$1,300.00</td>
<td></td>
<td></td>
<td></td>
<td>$4,300.00</td>
<td>Item 1: Financial Audit, Fee 2: Martin, Hood, Fees 4:</td>
</tr>
<tr>
<td>4</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td></td>
<td>$7,200.00</td>
<td>Item 1: Financial Audit, Fee 2: Martin, Hood, Fees 4:</td>
</tr>
<tr>
<td>Total 10</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td></td>
<td>$15,000.00</td>
<td>Item 1: Financial Audit, Fee 2: Martin, Hood, Fees 4:</td>
</tr>
</tbody>
</table>
8). Construction

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td>State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td>Non-State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Construction</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Construction Narrative (State):  

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
Office space for operation and parking, storage for service vehicles.

<table>
<thead>
<tr>
<th>Total Occupancy - Rent and Utilities</th>
<th>Office space for operations and parking storage for service vehicles.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24,023.94</td>
<td>(Non-Salary)</td>
</tr>
<tr>
<td>$8,405.00</td>
<td>(le. “March” or “Other Funding”)</td>
</tr>
<tr>
<td>$8,405.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>$8,405.00</td>
<td>1</td>
</tr>
<tr>
<td>$15,008.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>$15,008.00</td>
<td>1</td>
</tr>
<tr>
<td>Length of Time</td>
<td>Cost</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------</td>
</tr>
<tr>
<td>Rent</td>
<td>Utility</td>
</tr>
</tbody>
</table>

Non-Salary

Add: $8,405.00

Delete: $8,405.00

Add: $15,008.00

Delete: $15,008.00

Uniform Grant Budget Template

State of Illinois

(9) Occupancy - Rent and Utilities (2 CFR 200.465)
<table>
<thead>
<tr>
<th>State</th>
<th>Total</th>
<th>Add/Delete</th>
<th>Research and Development</th>
<th>Description of Work</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Research and Development Narrative (Non-State) (i.e., March or Other Funding)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Total Telecommunications Cost</th>
<th>Yearly Total Telecommunications Cost</th>
<th>State Total Telecommunications Cost</th>
<th>Non-State Total Telecommunications Cost</th>
<th>Radio Airtime for Service Vehicles</th>
<th>Delete</th>
<th>Add</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,930.00</td>
<td>$1,575.00</td>
<td>$2,925.00</td>
<td>$2,925.00</td>
<td>$1,575.00</td>
<td></td>
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</tr>
</tbody>
</table>

Note: The budgetary item is to be used for direct program Telecommunications expenses. All other indirect or administrative Telecommunications costs should be included in the indirect expense section of the budget worksheet and narrative.
<table>
<thead>
<tr>
<th>Description</th>
<th>FY</th>
<th>Cost</th>
<th>Training and Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Operator Training/Summer Retraining</td>
<td>1</td>
<td>54,200.00</td>
<td>Yearly</td>
</tr>
<tr>
<td>New Operator Training/Summer Retraining</td>
<td>1</td>
<td>7,800.00</td>
<td>Yearly</td>
</tr>
<tr>
<td>Description</td>
<td>FY</td>
<td>Cost</td>
<td>Training and Education</td>
</tr>
<tr>
<td>Add/Row Education Cost</td>
<td></td>
<td></td>
<td>Length of Time</td>
</tr>
<tr>
<td>Add/Row Training and Education</td>
<td></td>
<td></td>
<td>Cost</td>
</tr>
<tr>
<td>Add/Row Training and Education</td>
<td></td>
<td></td>
<td>Basis</td>
</tr>
<tr>
<td>Add/Row Training and Education</td>
<td></td>
<td></td>
<td>Quantity</td>
</tr>
</tbody>
</table>

For specific training activities, these items should be listed below.

For activity fees, and any other applicable expenses related to the training, when training materials (campaigns, notebooks, videos, and other various handouts) are ordered, please refer to the training and education costs associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, etc.

12. Training and Education (2 CFR 200.472)
### Uniform Grant Budget Template

State of Illinois

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Direct Costs</th>
<th>Indirect Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Direct Administrative Costs**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Total Direct Administrative Costs</th>
<th>Non-State Total</th>
<th>State Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$6,396,800</td>
<td>$2,396,800</td>
<td>$4,491,000</td>
</tr>
</tbody>
</table>

- Kristen Gonsalves
- Accounting Center
- Lisa Meldrum
- Drew Baggmann

**Salary or Wage (FTE) Basis**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Salary or Wage</th>
</tr>
</thead>
</table>

**Indirect Costs**

- Kristen Gonsalves
- Accounting Center
- Lisa Meldrum
- Drew Baggmann

**Notes:**

- The costs are not allocated as
- The costs are not included in the budget or have the prior written approval of the State Awarding Agency and (4) in the project
- The costs are not specifically identified with a project (5) and (6) of activity:
- The salaries of administrative and clerical staff normally be included as indirect (FTE) costs.

---

**Form 200.4 (C)**
<table>
<thead>
<tr>
<th>Other or Miscellaneous Costs</th>
<th>Length of Time</th>
<th>Cost</th>
<th>Basis</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,266.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$46,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Other or Miscellaneous Costs**

- $5,171.00
- $1,750.00
- $2,800.00
- $2,730.00
- $1,794.00

**State Total**

- $14,079.00
- $5,200.00
- $14,625.00
- $5,700.00

**Miscellaneous Expenses**

- Advertising
- Uninsured Settlements
- Vehicle Insurance
- Drug & Alcohol Testing

**Non-State Total**

- $5,171.00
- $1,750.00
- $2,800.00
- $2,730.00

**Yearly**

- $5,171.00
- $1,750.00
- $2,800.00
- $2,730.00

**Delete/Add**

- Delete
- Add

**OTHER**

- Delete
- Add

**TOTAL**

- Delete
- Add

This category contains items not included in the previous categories. List items by type of material or nature of expense: break down costs by quantity and cost per unit if recurring costs, etc.
<table>
<thead>
<tr>
<th>Grant Exclusion Line Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Exclusion Line Item</td>
<td>Description</td>
</tr>
<tr>
<td>Grant Exclusion Line Item</td>
<td>Description</td>
</tr>
</tbody>
</table>

**Total Grant Exclusion Line Item**

**Non-State Total**

**State Total**

<table>
<thead>
<tr>
<th>Item Cost</th>
<th>Length of Time</th>
<th>Cost</th>
<th>Basis</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
</table>

Budget Narrative (Line Items) Use the "Add/Edit Grant Exclusion Line Item" button below to add additional labels as needed.

Requires direct Federal. Costs incurred as a result of the activity of the program that is in direct line item for budgetary purposes. Use this budgetary line item in an application.
<table>
<thead>
<tr>
<th>rows</th>
<th>Indirect Cost</th>
<th>Rate</th>
<th>Base</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delte</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delte</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide the most recent indirect cost rate agreement information with the Humeral budget. The applicable indirect cost rate(s) negotiated by the organization with the Federal awarding agency must be used in computing indirect costs (FAR§16.411), for a program budget. The amount of indirect costs is determined by applying the applicable indirect cost rate(s) to the approved base (§16.411). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Unicom Grant Budget Template

State of Illinois
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$124,160.00</td>
<td>$700.00</td>
<td>$124,860.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$183,560.00</td>
<td>$750.00</td>
<td>$184,310.00</td>
</tr>
<tr>
<td>3. Travel</td>
<td>$700.00</td>
<td>$1,300.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$364,400.00</td>
<td>$699,600.00</td>
<td>$1,064,000.00</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>$67,600.00</td>
<td>$655,400.00</td>
<td>$723,000.00</td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td>$300,400.00</td>
<td>$700.00</td>
<td>$301,100.00</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>$87,000.00</td>
<td>$700.00</td>
<td>$94,700.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td>$16,903.00</td>
<td>$700.00</td>
<td>$23,603.00</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>$16,903.00</td>
<td>$700.00</td>
<td>$23,603.00</td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D)</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>14. Other Miscellaneous Costs</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Items (15)</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>16. Indirect Costs</td>
<td>$0.00</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**Total Project Costs**

$569,693.00

**Non-State Amount**

$532,387.00

**State Request**

$569,693.00

**Total**

$569,693.00
Memorandum

To: Champaign County Board
From: Rita MorocoiMA-Black, CCRPC / CUUATS Planning and Community Development Director
       Kristen Gisondi, CCRPC / Champaign County Program Compliance Oversight Monitor (PCOM)
Date: November 5, 2018
Re: Annual Rural Transit Service Report for Fiscal Year 2018

Background: A quarterly service report is prepared and submitted to Champaign County Rural Transit Advisory Group (RTAG), and annually, a compiled service report is presented to the Champaign County Board per the adopted RTAG bylaws. The attached service report was prepared by the Champaign County Program Compliance and Oversight Monitor (PCOM), and discussed and approved by the RTAG on November 14th, 2018. The attached annual report details rural public transportation services operated by Champaign-Urbana MTD from July 1st, 2017 through June 30th, 2018. All quarterly reports can be found on the C-CARTS website at http://c-carts.com/performance/.

C-CARTS had 2,782 registered riders as of June 30, 2018, an increase of 9% from FY17. Total rides for FY18 were 26,134, a 20% increase from FY17.

Notable Events:
• January 5, 2018 – FY2018 DOAP Grant Agreement was fully executed by IDOT, with the 65% reimbursement rate and $720,256 total funding available.
• February 14, 2018 – The Rural Transit Advisory Group approved salary increases for C-CARTS employees. The operator hour wage increased from $11.00 to $11.52, and the dispatcher hourly wage increased from $12.50 to $12.96.
• April 12, 2018 – CAP-10-960-ILL Amendment No. 1 was fully executed by IDOT, an increase from $15,780 to $150,605 in total funding available.
• April 19, 2018 – Intergovernmental agreement between Champaign County and MTD executed by the County Board. The agreement outlined rent and hourly costs for FY19 and FY20. The monthly rent totals for July 1, 2018 through June 30, 2020 totals $24,012.60 or $2,001.05/month.
• May 29, 2018 – Changed the two, IDOT-awarded Super Medium Duty vehicles to two Medium Duty vehicles, which will fit current C-CARTS service better. The vehicles should arrive Summer/Fall 2019.
• June 4, 2018 – Champaign County purchased Foxster Solutions’ ITS system, Trip Master, for C-CARTS services, in addition to ten Samsung tablets, ten tablet cases, 14 tablet car chargers, and 14 vehicle mounts. Reimbursement was received for $94,106.58 on October 2rd, 2018.

Requested Action: Review and approve to be placed on file, the Champaign County Rural Transportation Annual Service Report including ridership and statistics for areas served in FY18 ending on June 30th, 2018.
The annual report below covers the last completed IDOT grant year – Fiscal Year 2018 from July 1st, 2017 to June 30th, 2018.

Grantee: Champaign County

Subcommittee & Oversight: Rural Transit Advisory Group (RTAG) & Champaign County Regional Planning Commission (CCRPC)

Operator: Champaign Urbana Mass Transit District (CUMTD)

Transit Service – The table below reflects C-CARTS trips per quarter for FY18*:

- **Trip type** indicates the purpose of each trip. Note: Trips to return home are classified by the trip’s purpose preceding it. For example, if a rider goes to a doctor, then afterwards to a grocery store before returning home; the first trip would be medical and the return trip would be shopping.
- **Trips** are one-way rides, counted each time an individual rider enters and exits a vehicle. A round-trip would count as two trips.
- **Days** are the number of business days (normally M-F, except on Federal holidays and closures due to inclement weather) operated during the month.
- **Average Trips** is the total trips divided by total number of operating days.
- **Accessible** services include the number of trips requiring ADA **Lift** equipment to be used, and trips provided to older adults **60+** years of age.
- **Denials** are counted when a rider requests a trip that could not be accommodated.

*These numbers only reflect demand-response service, as these details are not tracked on the deviated-fixed route.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Trip Type Breakouts*</th>
<th>Trips</th>
<th>Days</th>
<th>Daily Average</th>
<th>Accessibility*</th>
<th>Denials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Medical</td>
<td>Personal</td>
<td>Shopping</td>
<td>Social</td>
<td>Employment</td>
<td>Education</td>
</tr>
<tr>
<td>July – Sept</td>
<td>1,329</td>
<td>393</td>
<td>132</td>
<td>359</td>
<td>1,036</td>
<td>66</td>
</tr>
<tr>
<td>Oct – Dec</td>
<td>1,217</td>
<td>574</td>
<td>160</td>
<td>224</td>
<td>1,142</td>
<td>107</td>
</tr>
<tr>
<td>Jan – Mar</td>
<td>1,320</td>
<td>774</td>
<td>109</td>
<td>121</td>
<td>1,172</td>
<td>72</td>
</tr>
<tr>
<td>April – June</td>
<td>1,120</td>
<td>792</td>
<td>292</td>
<td>159</td>
<td>1,197</td>
<td>75</td>
</tr>
<tr>
<td>Total</td>
<td>4,986</td>
<td>2,533</td>
<td>693</td>
<td>863</td>
<td>4,547</td>
<td>320</td>
</tr>
</tbody>
</table>

Deviated-Fixed Route Totals (Trip Type Not Tracked)

<table>
<thead>
<tr>
<th>FY 2018</th>
<th>6-passenger</th>
<th>14-passenger</th>
<th>Miles</th>
<th>Vehicle Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>July – Sept</td>
<td>2</td>
<td>6</td>
<td>97,297</td>
<td>4,205</td>
</tr>
<tr>
<td>Oct – Dec</td>
<td>2</td>
<td>6</td>
<td>94,887</td>
<td>4,245.5</td>
</tr>
<tr>
<td>Jan – March</td>
<td>2</td>
<td>6</td>
<td>102,971</td>
<td>4,386.75</td>
</tr>
<tr>
<td>April - June</td>
<td>2</td>
<td>6</td>
<td>95,927</td>
<td>4,245.75</td>
</tr>
<tr>
<td>Total</td>
<td>2</td>
<td>6</td>
<td>391,082</td>
<td>17,082.25</td>
</tr>
</tbody>
</table>

System Capacity – The table below reflects rural vehicle system services per quarter for FY18:
FY2018 Fiscal Report

FY2018 Quarterly Project Revenue

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Project Income / Fares</th>
<th>Service Contract Revenue</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>$10,980.00</td>
<td>$27,501.00</td>
<td>$38,451.00</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>$15,832.00</td>
<td>$27,501.00</td>
<td>$43,333.00</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>$14,348.25</td>
<td>$27,501.00</td>
<td>$41,849.25</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>$19,549.53</td>
<td>$27,501.00</td>
<td>$47,050.53</td>
</tr>
<tr>
<td>Total</td>
<td>$60,709.78</td>
<td>$110,004.00</td>
<td>$170,683.78</td>
</tr>
</tbody>
</table>

Fare Structure: 5311 trips that begin or end in the rural general public service area are $5 each way. Riders age 60+ are eligible for a $2 one-way fare. Personal Care Assistants ride for free, and children age 12 and under ride for $1 each way. Trips that begin and end in Rantoul are $2 each way, regardless of passenger’s age.

Grant Funding

Total FY 2018 Federal Award: $153,871
Total FY 2018 State Award: $566,385
Combined Federal and State Grant Awards: $720,256

<table>
<thead>
<tr>
<th>Fiscal Year 2018</th>
<th>Total Eligible Expenses</th>
<th>Project Income</th>
<th>Service Contract Revenue</th>
<th>Total Revenue</th>
<th>Expended Federal</th>
<th>Remaining Federal</th>
<th>Expended State</th>
<th>Remaining State</th>
<th>Total Expended Grant Funds</th>
<th>Total Remaining Grant Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>$165,334</td>
<td>$10,980</td>
<td>$27,501</td>
<td>$38,481</td>
<td>$82,087</td>
<td>$71,784</td>
<td>$44,766</td>
<td>$521,619</td>
<td>$126,853</td>
<td>$593,403</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>$166,295</td>
<td>$15,832</td>
<td>$27,501</td>
<td>$43,333</td>
<td>$71,784</td>
<td>$0</td>
<td>$51,178</td>
<td>$470,441</td>
<td>$249,815</td>
<td>$470,441</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>$151,049</td>
<td>$14,348</td>
<td>$27,501</td>
<td>$41,839</td>
<td>$0</td>
<td>$0</td>
<td>$109,200</td>
<td>$361,241</td>
<td>$359,015</td>
<td>$361,241</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>$167,904.09</td>
<td>$19,550</td>
<td>$27,521</td>
<td>$47,051</td>
<td>$0</td>
<td>$0</td>
<td>$120,854</td>
<td>$240,387</td>
<td>$479,869</td>
<td>$240,387</td>
</tr>
</tbody>
</table>

*Note: Numbers in this table are rounded to the nearest dollar.*
FY18 Total New C-CARTS Riders = 224

Figures in the table below are the number of new registered riders over the last completed fiscal year, based on their provided home address.

<table>
<thead>
<tr>
<th>Rural Demand Zone Communities</th>
<th>FY18 Start</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
<th>FY18 New Riders</th>
<th>Total Riders End FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRZ1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dewey</td>
<td>11</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>Fisher</td>
<td>19</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>23</td>
</tr>
<tr>
<td>Foosland</td>
<td>1</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Gifford</td>
<td>17</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>21</td>
</tr>
<tr>
<td>Ludlow</td>
<td>23</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>24</td>
</tr>
<tr>
<td>Penfield</td>
<td>9</td>
<td>2</td>
<td>1</td>
<td>0</td>
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Notes on Residency of Riders:
- Residency is based on the zip code of the home address provided by the rider.
- Outside County Registered Riders – These registered riders’ home addresses are outside of the county, but at some point they traveled within Champaign County.