RESOLUTION 2015-050          PASSED: JUNE 22, 2015


WHEREAS, the City of DeKalb, has agreed to serve as the lead agency and fiscal agent for the DeKalb Sycamore Area Transportation Study (DSATS), the Metropolitan Planning Organization (MPO) for the DeKalb-Sycamore urbanized area; and,

WHEREAS, the total grant funds under this agreement are $243,769 of which $172,416 are Federal Metropolitan Planning Funds, $22,601 are Federal Section 5303(d) Transit Funds, and $48,754 are State Local Match Planning Funds; and,

WHEREAS, at the February 25, 2015 meeting, the DSATS Policy Committee approved by unanimous vote, the FY 2016 preliminary DSATS budget, upon which an intergovernmental agreement with the Illinois Department of Transportation has been prepared; and,

WHEREAS, at the March 23, 2015 meeting, the DeKalb City Council approved the FY 2016 preliminary DSATS budget; and,

WHEREAS, additional federal and state funds may become available once a full federal transportation bill is approved; now,

THEREFORE, BE IT RESOLVED by the City Council of the City of DeKalb Illinois as follows:

Section 1. That the Mayor of the City of DeKalb Illinois, is authorized and directed to execute an intergovernmental agreement with the State of Illinois, Department of Transportation, for federal MPO planning funds to support DSATS transportation planning activities during the period July 1, 2015 through June 30, 2016, a copy of which is attached hereto and made part thereof as Exhibit “A”.

Section 2. That the Mayor of the City of DeKalb Illinois, is authorized and directed to execute any additional amendments to the aforementioned intergovernmental agreement with the State of Illinois, Department of Transportation, for federal MPO planning funds to support DSATS transportation planning activities during the period July 1, 2015 through June 30, 2016.

Section 3. That the City of DeKalb staff person designated as the DSATS Director is authorized to sign all invoice requisitions and other official documents related to the governance of the aforementioned intergovernmental agreement with the State of Illinois, Department of Transportation.
Section 4. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 22nd day of June, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O’Leary, Rey. Nay: None. Absent: None

ATTEST:

[Signatures]
Governmental Body Name
City of DeKalb

Address
223 S. 4th Street, Suite B

City, State, Zip
DeKalb, IL 60115

Remittance Address (if different from above)

City, State, Zip

Telephone Number
815/748-2367
Fax Number
815/748-2025

FEIN/TIN
36-6005843
DUNS
031611214

Brief Description of Service (full description specified in Part 5)
To conduct Continuing, Cooperative, and Comprehensive (3-C) transportation planning activities.

Compensation Method (full details specified in Part 6)
Flat Rate

Total Compensation Amount
$195,015

Advance Pay  □ Yes  □ No

Agreement Term
From: July 1, 2015
To: June 30, 2016

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

John A. Key
John Ray, Mayor

FOR THE DEPARTMENT:

Karen R. Shoup
Chief, Urban Program Planning

William M. Barnes, Chief Counsel
(Approved as to form)

Jeff South, Acting Director, Office of Planning and Programming

Date: 7/2/15

By: James J. Ofcaro
Acting Chief Financial Officer

By: Randall S. Blankenhorn
Secretary of Transportation

Date: 7/22/15

Print Name

Print Title
INTERGOVERNMENTAL AGREEMENT

FOR

Continuing, Cooperative, and Comprehensive (3-C) Transportation Planning Activities

This Agreement is by and between

City of DeKalb

Please type or print legibly the GOVERNMENTAL BODY’S legal name and address

223 S. 4th Street, Suite B

DeKalb, IL 60115

Attn: Brian Dickson

E-mail: brian.dickson@cityofdekalb.com

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

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Part 1 Scope/Compensation/Term
Part 2 General Provisions
Part 3 Federally Funded Agreements
Part 4 Specific Provisions
Part 5 Scope of Services/Responsibilities
Part 6 Compensation for Services
Part 7 Certification Regarding Lobbying
Part 8 Agreement Award Notification

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PART 1
SCOPE / COMPENSATION / TERM

A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.

B. **Compensation** Compensation (if any) shall be as specified in Part 6.

C. **Term of Agreement** The term of this Agreement shall be from **July 1, 2015** to **June 30, 2016**.

D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

E. **Renewal** This Agreement may be renewed upon written agreement by the parties.
PART 2
GENERAL PROVISIONS

A. Changes  If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days of the modification.

B. Compliance/Governing Law  The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and Federal laws.

C. Availability of Appropriation  This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department’s funding by reserving some or all of the Department’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection  The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY’s work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation  The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request  For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting  Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds  For purchases of products or services with any Federal funds that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at $100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for $100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source, or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

3. Procurement of Goods or Services – State Funds  For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $50,000.00 and $20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and
$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

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

4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying


   a. The lobbying restrictions of this Certification apply to Governmental Body/Grantee/Vendor requests:

      (i) For $100,000 or more in Federal funding for a Grant or Cooperative Agreement, and

      (ii) For $150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

   b. This Certification applies to the lobbying activities of: (1) Governmental Body/Grantee,

      (i) Its Principals, and

      (ii) Its Subrecipients at the first tier,
2. Governmental Body's/Grantee's/Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding $100,000:

   a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

      (i) An officer or employee of any Federal agency regarding the award of a:
          (1) Federal Grant or Cooperative Agreement, or
          (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or

      (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
          (1) Federal Grant or Cooperative Agreement, or
          (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

   b. Governmental Body/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

      (i) An officer or employee of any Federal agency regarding the award of a:
          (1) Federal Grant or Cooperative Agreement, or
          (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or

      (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
          (1) Federal Grant or Cooperative Agreement, or
          (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:

          (2.a) Third party contracts,
          (2.b) Subcontracts,
          (2.c) Subagreements, and
          (2.d) Other third party agreements under a:

          (2.d.1) Federal Grant or Cooperative Agreement, or
          (2.d.2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

3. Governmental Body/Grantee/Vendor understands that:

   a. This Certification is a material representation of fact that the Federal Government relies on, and

   b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:

      (i) Federal Grant or Cooperative Agreement, or
      (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

4. Governmental Body/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. **Nondiscrimination Assurance**

   As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in any program, service, or activity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21, Executive Order No. 13559.75 Fed. Reg. 71319 (Nov. 17, 2010) § 2; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin,
creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

E. Cost Principles The GOVERNMENTAL BODY certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

F. Debarment The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later
determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Audit Requirements The GOVERNMENTAL BODY certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a. Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

b. Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

d. Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

e. Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

e.1) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its
audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

e.2) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

f. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

g. Reporting package. The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510
(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
(3) Auditor's report(s) discussed in §200.515 Audit reporting; and
(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

H. Drug Free Workplace The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

J. Assurance of Nondiscrimination on the Basis of Disability As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws,
executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.


N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)
As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
   • Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
   • Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
   • Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
   • The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
   • The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
   • The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to
nondiscrimination on the basis of alcohol abuse or alcoholism;

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in any program, activity, or service, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs;
- Executive Order No. 13559, 75 Fed. Reg. 71319 (Nov. 17, 2010), § 2(d), which prohibits organizations (that receive Federal assistance under social service programs) from discriminating beneficiaries or prospective beneficiaries of social service programs on the basis of religion or religious belief;
- Any other nondiscrimination statute(s) that may apply to the project.
- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1995, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- Governmental Body/Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4F");
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, Governmental Body/Grantee/Vendor:
  (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
  (2) has the necessary legal authority under State and local laws and regulations to comply with:
     (a) The Uniform Relocation Act, 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and
     (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,"
     49 CFR part 24, specifically 49 CFR 24.4, and
  (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
(a) As required by 49 CFR Part 24, the GOVERNMENTAL BODY will adequately inform each affected person of the benefits, policies, and procedures,
(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
  1. Displaced families or individuals, and
  2. Displaced corporations, associations, or partnerships,
(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
  1. Displaced families and individuals, and
  2. Displaced corporations, associations, or partnerships,
(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
(e) Governmental Body/Grantee/Vendor will:
  1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
  2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
(f) As required by 42 U.S.C. 4651 and 4652, it will be guided by the real property acquisition policies,
(g) As required by 42 U.S.C. 4653 and 4654, it will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
(h) As required, it will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
(i) As required, it will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
(j) As required, it will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
(k) As required, it will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
• (4) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and,(2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
• The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
• Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, which requires Federal agencies to review the effect of their undertakings on historic properties;
• Executive Order 11593, which relates to identification and protection of historic properties;
• The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
• The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
• The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
• The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
• Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23
  C.F.R. Part 774 (Section 4(f) requirements); and
• Governmental Body/Grantee/Vendor will, to the extent applicable, comply with the protections
  for human subjects involved in research, development, and related activities supported by
  Federal funding of:
  (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and

O. Energy Conservation To the extent applicable, the GOVERNMENTAL BODY and its third party
  contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that
  are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and
  Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding $100,000, the GOVERNMENTAL BODY
  agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution
  Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding $100,000, the GOVERNMENTAL BODY agrees
  to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C.
  7401 et seq.

R. Eligibility For Employment In The United States The GOVERNMENTAL BODY shall complete and
  keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These
  forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL
  BODY are eligible to work in the United States.

S. Buy America As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured
  products produced in the United States may be purchased with Federal funds unless the Secretary of
  Transportation determines that such domestic purchases would be inconsistent with the public interest; that such
  materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will
  increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-
  domestic items must be in the form of a waiver request submitted to and approved by the Secretary of
  Transportation.

T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY acknowledges that if it
  makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in
  connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL
  BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the
  DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and
  federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The GOVERNMENTAL BODY shall immediately notify the
  DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect
  its ability to perform the Project in accordance with the provisions of this Agreement.

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

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

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

Z. **Cargo Preference** Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. **Performance measurement** The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.

BB. **Project closeout** Pursuant to CFR Part 200.343 thru 200.345, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.

CC. The GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at https://sam.gov.

As a sub-recipient of federal funds equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

All of the requirements listed in Part 3, paragraphs A through CC apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**PART 4**

**Specific Provisions**

A. **Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for expenses that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY'S invoices are deemed by
the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, Governmental Body will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:
Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: Robert Johnson
2300 S. Dirksen Parkway, Room: 311
Springfield, Illinois 62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY’s remittance address listed in this Agreement.

C. Termination If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY’S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY’S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY’S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research, shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
F. Software  All software and related computer programs produced and developed by the
GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the
GOVERNMENTAL BODY’S obligation hereunder, without limitation and whether preliminary or final, shall
become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The
DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs
to any other agency, department, commission, or board of the State of Illinois, as well as any other agency,
department, commission, board, or other governmental entity of any country, state, county, municipality, or any
other unit of local government, or to any entity consisting of representatives of any unit of government, for official
use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and
related computer programs to any current or future contractor.

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

G. Confidentiality Clause  Any documents, data, records, or other information given to or prepared by the
GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or
organization without prior written approval by the DEPARTMENT. All information secured by the
GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to
this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the
DEPARTMENT.

H. Reporting/Consultation  The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT
fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses  Expenses for travel, lodging, or per diem can possibly be paid by the DEPARTMENT
pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees
issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. Indemnification  Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless
and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses,
damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or
in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the
GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY’S employees, officials, agents, contractors
and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney’s fees,
incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party
action, suit or proceeding (“Claim”) against the DEPARTMENT to the extent such Claim is based upon an
allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or
copyright or misappropriates a third party’s trade secret.

K. Nondiscrimination under the Illinois Human Rights Act. The GOVERNMENTAL BODY will comply
with the Illinois Human Rights Act with respect to public contracts, including public accommodations and equal
employment opportunity The GOVERNMENTAL BODY shall refrain from unlawful discrimination in employment,
programs, activities, and services; and shall have a written sexual harassment policy.

L. Tax Identification Number

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is
waiting for a number to be issued.); and

2. It is not subject to backup withholding because: (a) it is exempt from backup withholding,
or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to
backup withholding as a result of a failure to report all interest or dividends, or (c) the
IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and

3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of DeKalb

Taxpayer Identification Number: 36-6005843

Legal Status (check one):

☐ Tax-exempt   ☑ Government

☐ Nonresident Alien   ☐ Other

M. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 592).

N. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 593).

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY will provide the work described in the approved FY2016 Unified Work Program (UWP) for the DeKalb – Sycamore Area Transportation Study (DSATS). Those activities in which the DEPARTMENT will participate with federal Metropolitan Planning (PL) funds and Federal Transportation Administration (FTA) funds are shown in the following UWP work elements:

1. Program administration and Support
   a. Coordinate transportation planning and programming with local, state, and federal transportation agencies;
   b. Prepare the FY2017 Unified Planning Work Program (UPWP) and the accompanying FHWA-PL/Section 5303 agreement;
   c. Prepare and submit program status reports on the use of PL and FTA Section 5303 funds, as required;
   d. Prepare agendas, minutes, and support materials for DSATS Policy and Technical Committee meetings;
   e. Maintain contact information of Policy and Technical committee members, and other local, state, and federal agency representatives;
   f. Acquire software, hardware, and other equipment needed for DSATS projects and activities, as needed;
   g. Apply for and manage Section 5307 transit grants using DSATS annual allocations, including providing grant monitoring, drawdowns, and reports; also includes vehicle acquisition, scheduling system upgrade, facility study, and completion of RFP process for transit provider;
   h. Apply for and manage the Downstate Operating Assistance Fund (state transit grant) including grant monitoring, drawdowns, and reports; also includes coordination and planned service expansion between the City of DeKalb’s Volunteer Action Center (VAC) and the Huskie Bus Services;
   i. Prepare and submit all required monthly and annual National Transit Database reports;
j. Work with all DSATS member organizations to identify process to share the local match costs of operating DSATS MPO;
k. Apply for additional grant funds as these become available;
l. Continue submission of Quarterly Stimulus Progress Reports until all stimulus projects are completed and closed; and
m. Implement amendments to the 2016-2020 Transportation Improvement Program (TIP).

2. Development and Information Management

1. Prepare the FY2017-2021 TIP;
2. Continue updating the DSATS website; investigate use of new social networking sites for public involvement;
3. Promote public transportation through marketing and information products such as maps, website, and social network tools, especially focusing on bike and pedestrian promotion;
4. Promote public transportation through marketing and information products such as maps, website, and social network tools, especially focusing on bike and pedestrian promotion;
5. Attend meetings, trainings, educational opportunities, and activities pertaining to the following:
   • DSAT staff professional development and ability to support the DSATS program,
   • rail transportation expansion in the communities surrounding the Metropolitan Chicago area,
   • Illinois MPO Advisory Council,
   • Other transit, transportation and planning organizations, and
   • Municipalities, human services organizations, and the Chamber of Commerce for regional development;
f. Update the DSATS Bike-Pedestrian Plan;
g. Collect information for update of other plans;
h. Develop agendas, and collect information to assess the region’s freight movement;
i. Implement a new Travel Demand Model for DeKalb County;
j. Develop a comprehensive GIS system to track transportation information and projects.

3. Long Range Transportation Planning

a. Incorporate the recommendations to the DSATS 2040 Long Range Transportation Plan (LRTP)
b. Evaluate suggested special studies such as:
   • comprehensive Bike-Pedestrian-Recreation maps;
   • regional corridor study;
   • transit signage upgrade;
   • transit system maps;
   • roadway and transit level of service study; and
   • other projects identified by a member organization.
c. Update supporting transportation plans, including, the Public Participation Plan (PPP), Human Service transportation Plan (HSTP), and the Bike-Pedestrian Plan;
d. Continue involvement with the Illinois Travel Demand Model Users Group; find ways to implement Travel Demand Model strategies; and assess the development of assistance programs and user group at the state level;
e. Develop DSATS performance measures;
f. Implement FHWA’s recommendations;
g. Continue reviewing transit policies and procedures; and update plans, as needed.

4. Short Range Transportation Planning

1. Implement the DSATS annual Traffic Counts program;
2. Continue developing the Travel Demand Model for DeKalb County;
3. Print transit system maps for the entire DSATS region; and develop additional web resources;
4. Work with various agencies and entities in promoting greater awareness of non-motorized transportation systems in the region; and
5. Expand Bike Counter program to identify use of bike and pedestrian trails in the region.

The GOVERNMENTAL BODY will provide a Report of Performance, including but not limited to, measures of service efforts and accomplishments such as efficiency measures, cost-outcome, and output measures.
Deliverables:

The GOVERNMENTAL BODY will provide the DEPARTMENT with copies of the following reports no later than 90 days after the expiration of this AGREEMENT:

1. Performance Report,
2. FY2017 draft UPWP,
3. FY2017-2021 TIP,
4. Long Range Transportation Plan,
5. Short Range Transportation Plan, and

Deliverables should be mailed to:

Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: Tom Kelso
2300 S. Dirksen Parkway, Room 311
Springfield, IL 62764

PART 6
COMPENSATION FOR SERVICES

Funding:

Federal Metropolitan Planning (PL) Funds $172,416  80%
Governmental Body Share $43,104  20%
Subtotal $215,520  100%

FTA Section 5305(d) Funds $22,601  80%
Governmental Body Share $5,650  20%
Subtotal $28,251  100%

Participation:
Federal Funding Through DEPARTMENT: $172,416
$22,601
Subtotal $195,015

Matching Governmental Body Funds: $43,104
$5,650
Subtotal $48,754

Total $243,769

Appropriation Codes: 011-49401-1900-1000 & 011-49401-1900-2000

The DEPARTMENT will reimburse the GOVERNIMENTAL BODY for actual direct and actual indirect costs that will be incurred in this AGREEMENT.
The indirect cost reimbursement is computated at 10% (de minimis rate) based on the Modified Total Direct Cost (MTDC). MTDC is computed as follows: Total Cost minus the following costs: excess of the first $25,000 subcontract/subaward, equipment, rental, and other items as provided in §200.68 of 2 CFR Part 200.

Other GOVERNMENTAL BODY Requirements:
1. The GOVERNMENTAL BODY must provide the DEPARTMENT with the following reports no later than 90 days after the termination of the AGREEMENT as required under §200.302(b)(5), and §200.328 (b)(2)(i) of 2 CFR Part 200:
   A. Actual incurred Direct and Indirect Costs for this AGREEMENT for FY2016, and
   B. Direct and Indirect Costs billed to and paid by the DEPARTMENT for this AGREEMENT for FY2016.
2. Basis for allocating each Indirect Cost Item in 1A above, and
3. Along with the deliverables mentioned in Part 5, all reports in 1 and 2 above must be mailed to the following address:

   Illinois Department of Transportation
   Bureau of Urban Program Planning
   Attn: Tom Kelso
   2300 S. Dirksen Parkway, Room 311
   Springfield, IL 62764
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<td>5,193</td>
<td>6,062</td>
</tr>
<tr>
<td></td>
<td>TOTAL PL</td>
<td>$172,416</td>
<td>$43,104</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FTA</td>
<td></td>
<td>$36,929</td>
<td>$9,232</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*% Share: 80% for PL, 80% for FTA, 20% for Governmental Body Share

* difference in $ is due to rounding off

** amount budgeted at 12 months; while FTA in Part 6 Compensation is computed for 8 months only.

### Budget By Cost Item:

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Federal Funding</th>
<th>Governmental Body Share</th>
<th>Total Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Direct Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compensation for Personal Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>$84,425</td>
<td>$21,106</td>
<td>105,531</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>26,038</td>
<td>$6,509</td>
<td>$32,547</td>
</tr>
<tr>
<td>Ttl Compensation For Personal Serv</td>
<td>$110,462</td>
<td>$27,616</td>
<td>$138,078</td>
</tr>
<tr>
<td><strong>Other Direct Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$5,640</td>
<td>$1,410</td>
<td>$7,050</td>
</tr>
<tr>
<td>Supplies/Commodities</td>
<td>9,528</td>
<td>2,382</td>
<td>11,910</td>
</tr>
<tr>
<td>Contractual (consultant)</td>
<td>63,711</td>
<td>15,928</td>
<td>79,639</td>
</tr>
<tr>
<td>Equipment</td>
<td>5,440</td>
<td>1,360</td>
<td>6,800</td>
</tr>
<tr>
<td><strong>Total Other Direct Cost</strong></td>
<td>$84,319</td>
<td>$21,080</td>
<td>$105,399</td>
</tr>
<tr>
<td><strong>Total Direct Cost</strong></td>
<td>$194,782</td>
<td>$48,695</td>
<td>$243,477</td>
</tr>
<tr>
<td><strong>B. Indirect Cost</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10% de minimis rate @ MTDC</td>
<td>$14,563</td>
<td>$3,641</td>
<td>$18,204</td>
</tr>
<tr>
<td>$243,477-($/9,839-25,000)+6,800)x10%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. Total Cost</strong></td>
<td>$209,345</td>
<td>$52,336</td>
<td>$261,681</td>
</tr>
</tbody>
</table>

* difference in $ in due to rounding off
PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

[Signature of Contractor's Authorized Official]

[Name and Title of Contractor's Authorized Official: Mayor John Rey]

[Date: 6/29/2015]
PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?  ☑ Yes  ☐ No

Amount of Federal funds:  PL $172,416; FTA $22,801

Federal Project Number:  SPR-PL 3000(55) IL-80-0012

Name of Project:  3-C Transportation Planning

CFDA Number*, Federal Agency, Program Title:  20.205, Federal Highway Administration, Illinois Highway Planning & Research Program; 20.505 Federal Transit Administration, Technical Studies Grant

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

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Audit Requirements, non-Federal entities that expend $750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended $750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with 2 CFR Part 200, and submit a copy of the
report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

2. If your agency expended less than $750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.

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

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62704

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


Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.
NOTICE

Do not submit this certification to the department with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.

- If 2 CFR Part 200, Subpart F, Audit Requirements, applies to your organization, submit the certification or a copy of your single audit to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that ____________________________ expended less than $750,000 in federal awards in our fiscal year _____________, and was not required to have a single audit conducted.

(Signature)

(Transaction)

Subrecipient Contact Information

Subrecipient: ________________________________

Contact Person: ___________________________ Title: ________________________________

Address: _________________________________ Phone No. ___________________________

_______________________________ Fax No. ___________________________

Fiscal Year End: __________________________

Email address: ___________________________