RESOLUTION 2018-107       PASSED: AUGUST 13, 2018

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF
TRANSPORTATION ON BEHALF OF THE DEKALB
SYCAMORE AREA TRANSPORTATION STUDY FOR
METROPOLITAN PLANNING ORGANIZATION FUNDING
FROM JULY 1, 2018, THROUGH DECEMBER 31, 2019, IN
AN AMOUNT NOT TO EXCEED $274,095.

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

WHEREAS, the total grant funds under this agreement are $274,095 of which $219,276
(80% share) are Federal PL and FTA funds, and $54,819 (20% share) is State funds as
part of the State Fiscal Year (SFY) 2017 budget; and,

WHEREAS, at the May 9, 2018 meeting, the DSATS Policy Committee approved by
unanimous vote, the SFY 2019 budget and Unified Planning Work Program (UPWP); and,

WHEREAS, the City Manager designated the current Public Works Director to act as the
DSATS Director and was approved by the DSATS Policy Committee at its March 8, 2017,
meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb, Illinois be authorized and directed to
execute the Intergovernmental Agreement (IGA) with the Illinois Department of
Transportation (IDOT) for federal MPO planning funds to support DSATS transportation
planning activities. A copy of the amendment is attached hereto and made part thereof
as Exhibit "A".

Section 2: That the DSATS Director be designated as the Authorized Representative to
sign all invoice requisitions and other official documents related to the governance of the
aforementioned IGA with IDOT.

Section 3: 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 13th day of August, 2018, and approved by me as Mayor on the same
day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Marquardt, Noreiko,
Verbic, Faivre, Smyth; Nay: None. Absent: Fagan.

ATTEST:

LYNN FAZEKAS, CLERK

JERRY SMITH, Mayor
INTER-GOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF DEKALB

The Illinois Department of Transportation (Grantor), with its principal office
2300 South Dirksen Parkway, Springfield, IL 62784,

and
The City of DeKalb (Grantee), with its principal
200 S. 4th St, DeKalb, IL 60115,

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

hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 031611213 is Grantee's correct DUNS number, 366005843 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/Cemetary 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 $274,885.00, of which $219,275.00, 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 PKSC:127; the Federal awarding agency is Federal Highway Administration (FHWA), and the Federal Award date is 7/1/18. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 484-00-1009. The State Award Identification Number is 1609-8848.

1.4 Term. This Agreement shall be effective on 07/01/2018 and shall expire on 12/31/2018 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]
Signature of Erin Alemen, Director

By: [Signature]
Signature of Designee
Date: 9/17/18
Printed Name: __________________________
Printed Title: __________________________

By: [Signature]
Signature of Designee
Date: 9/12/18
Printed Name: __________________________
Printed Title: __________________________

**City of Dekalb**
By: [Signature]
Signature of Authorized Representative
Date: 8-13-18
Printed Name: Jerry Smith
Printed Title: Mayor
Email: jerry.smith@cityofdekalb.com

By: [Signature]
Signature of Authorized Representative
Date: 8-13-18
Printed Name: __________________________
Printed Title: __________________________
Email: __________________________

By: [Signature]
Signature of Matt Magafe, Chief Financial Officer

By: [Signature]
Signature of Designee
Date: 9-12-18
Printed Name: __________________________
Printed Title: __________________________

By: [Signature]
Signature of Designee
Date: 9/20/18
Printed Name: __________________________
Printed Title: __________________________

By: [Signature]
Signature of Fourth Other Approver's Name & Title

By: [Signature]
Signature of Designee
Date: __________________________
Printed Name: __________________________
Printed Title: __________________________
2.1 Standing and Authority. Grantee warrants that:

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

   (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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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-out 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 7000.20.

"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 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 200.345(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 that Grantor shall have no liability to Grantee 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 when 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 1988, 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 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. 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 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 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
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 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.

7.6 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.

(b) 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 7.5).

(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.

7.7 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 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.8 Profit. 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 708/50(a)(7).

7.9 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

6.1 Certifications. Grantee 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 9/33E-3 or 720 ILCS 9/33E-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 Grantee 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 sixteen (16), 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 200.207(a), or by the State (See 30 ILCS 709/25(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 (520 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.
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(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 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 6101

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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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:

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(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.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)];

(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
LOBBRYING

11.1 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 grant, 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 sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantee 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 1(i) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
11.6 **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 documentation, 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 6. 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.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.2 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. Grantor’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 200.326, 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 708/65(c).

15.2 Audit Requirements.

(a) 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 audit period.

(b) 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, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAAS). 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 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or 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.

15.4 Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.
15.4 **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, 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 applicable statutes, 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 200.335. 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 and Termination.**

(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.
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.

(c) 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/Delagation. 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, 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 Notice. To the extent permitted by Illinois law, 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 or Reference source not found, 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

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 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 0 does not require Grantee to report on minor changes in the makeup of its governance structure. 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 currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person 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). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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. Grantor 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(e). 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 200.317-200.328 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 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

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor 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, Grantee’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 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.
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 Grantor’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 either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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 Grantor 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.

26.15 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.

26.16 Attorney Fees and Costs. Unless prohibited by law, 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.

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Agreement No. 19-1009-6848
EXHIBIT A

PROJECT DESCRIPTION

CSFA Number: 494-00-1009    NOSA/SAIN Number: 1009-6848

GATA Registration Number: 671722

Element 1: DSATS Program Administration and Support
Current SFY 2018 Activities and Products:
1. Development of the next fiscal year DSATS and Transit Budgets for approval by the DSATS Policy Committee.
2. Coordinate the transportation planning and program- ming functions among the municipal, county, state
and federal transportation agencies including the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Illinois Department of Transportation (IDOT).
3. Prepare the next fiscal year Unified Planning Work Program (UPWP) and the accompanying FHWA-
PL/Section 5303 contract for IDOT, DSATS, and City of DeKalb approval.
4. Prepare and submit financial program status reports for the use of Planning (PL) and Section 5303 funds, as required.
5. Prepare agendas, meeting summaries, and support materials for DSATS Policy and Technical Committee meetings and any DSATS Authorized subcommittee meetings.
6. Maintain contact information for Policy and Technical Committees, and for other local, state and federal transportation agency representatives.
7. Work with all DSATS member organizations to identify process to share the local match costs of operating the DSATS MPO.
8. Implementation of TIP Amendments when federal funding for new projects is received or when other modifications to existing projects are required.
9. Continued update of policies and procedures for MPO activities.
10. Development of the DSATS Active Transportation Plan.
11. Development of materials for the approval of FY19-23 DSATS area STU Funds projects.
12. Completing the DSATS Transit Development Plan and begin the implementation of many of the identified recommendations.
13. Working with IDOT and FHWA staffs to develop a performance measurement program for DSATS.
14. Adoption of the State Performance Measures for Safety

SFY19 Expected Activities and Products:
1. Development of the next state fiscal year
DSATS budget for approval by the DSATS Policy Committee.
2. Coordinate the transportation planning and programming functions among the municipal, county, state and federal transportation agencies including the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Illinois Department of Transportation (IDOT).
3. Prepare the next fiscal year Unified Planning Work Program (UPWP) and the accompanying FHWA-
PL/Section 5303 contract for IDOT, DSATS, and DSATS fiscal agent approval.
4. Prepare and submit financial program status reports for the use of PL and Section 5303 funds, as required.
5. Prepare agendas, meeting summaries, and support materials for DSATS Policy and Technical Committee meetings and any DSATS Authorized subcommittee meetings.
6. Maintain contact information for Policy and Technical Committees, and for other local,

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT (UGA) FISCAL YEAR 2019/2020
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state and federal transportation agency representatives.
7. Work with all DSATS member organizations to identify process to share the local match
costs of operating the DSATS MPO.
8. Implementation of TIP Amendments when federal funding for new projects is received or when other
modifications to existing projects are required.
9. Continued update of policies and procedures for MPO activities.
10. Prepare budgets and submit documents re-quired to remain in compliance with Illinois GATA
requirements.
11. Work with fiscal agent administration and DSATS Members to review and coordinate the allocation of
staff time between Highway, Public Transit, and Active Transportation Plan-ning both time-wise and
budgetwise.
12. Identify new grant programs for transportation projects, find sponsors for those projects, and assist
sponsors in applying for those grants.
13. Staff time spent on updating of the DSATS Public Participation Plan.
14. Staff time spent on updating of the DSATS Active Transportation Plan.
15. Staff time spent on developing the update to the DSATS Long Range Transportation Plan (LRTP).
16. Staff time spent on development of DSATS RFP's and consultant contracts.

SFY19 Expected Budget Expenditures
1. All DSATS Staff Salaries and Fringe Benefits according to their time spent performing DSATS related
activities.
2. Printed Materials: Publication of DSATS docu-ments such as Bike Maps, Transit Routes, Plans, etc.
3. Office & Library Supplies: Purchase of office equipment needed by staff and educational books and
materials for staff education.
4. Vehicle Maintenance Parts: Parts purchased for upkeep of the DeKalb transit vehicle used for DSATS
activities.
5. Gas, Oil & Antifreeze: Gas used for transpor-tation staff travel and oil and antifreeze changes to
maintain DeKalb transit vehicle used for DSATS activities.
6. Renewal of Adobe Creative Cloud licenses (2 staff computers).
7. Renewal ESRI ArcGIS Primary & Secondary Licenses (2 staff computers).
8. Renew ESRI Business Analyst License.
9. Renew ESRI Network Analyst License.
10. Office 360 Licenses (3 staff licenses)
11. Fiscal agent De Minimus: The DSATS fiscal agent is allowed to charge 10% of the staff payroll for
Indirect costs, such as financial processing costs, fiscal agent review and maintenance of DSATS contracts,
legal fees, etc.
12. DSATS Website Design Fees
13. DSATS Website Maintenance

Element 2: Program Development and Information Management

SFY19 Expected Activities and Products:
1. Development and advertising of RFP's for various projects that DSATS is overseeing, including
ensuring that all projects conform to FHWA, FTA, and IDOT regulations.
2. Work with the Active Transportation Alliance of DeKalb County to implement Alternative
Transportation Projects.
3. Attendance of meetings with IDOT staff and other Illinois MPO representatives.
4. Continued updates of the DSATS website as well looking at the use of new social networking sites as
possible public involvement tools.
5. Marketing and informational products to pro-mote public transportation, including maps and website
information, especially focusing on bike and pedestrian promotion.
6. Attend meetings/training/educational oppor-tunities that support the DSATS staff profes-sional
development and ability to support the DSATS program.
7. Participating in meetings and activities of the Illinois MPO Advisory Council, when possible.
8. Attend other transit, transportation, and plan-ning organization conferences and activities, when
possible.

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INTERGOVERNMENTAL GRANT AGREEMENT (UGA) FISCAL YEAR 2019 / 2 14 18
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9. Participate in regional economic development meetings or planning efforts, as needed. Out-reach to municipalities within DeKalb County, human services organizations, as well of area Chambers of Commerce and other Economic Development organizations.

10. Collection of needed information to assist in the updates of other plans maintained by DSATS Staff.

11. Preparation of the SFY20-24 Transportation Improvement Program (TIP).

12. Approval and Implementation of the DSATS Active Transportation Plan.

13. Update of the DSATS and Transit Public Participation Plan and development of social media strategies.

14. Update of the DSATS Human Services Transportation Plan as time allows.

SFY19 Expected Budget Expenditures

1. Legal Expenses and Notices, Attorneys Fees, Legal Ads in local newspaper for things such as TIP Amendments, RFPs, Announcements of Public Comment Periods.

2. Marketing, Ads, & Public Info: Annual Ad announcing DSATS meeting schedules, Ads for public outreach meetings, Publishing of public outreach documents, purchase of marketing equipment, etc.


4. APA Certification renewal (2 staff members)

5. National APA Conference (up to 2 staff members)

6. IDOT Fall Planning Conference (up to 4 staff members)

7. IDOT/IWMPO Meetings Attendance (up to 10 meetings/2 staff members per year).

8. Transport Chicago Conference (up to 3 staff members).

9. Attendance of other local or national conferences or DSATS related meetings, as approved.

10. Education Tuition Reimbursements: Tuition reimbursements to staff for educational courses, as approved.

11. Office Furniture & Equipment: Furniture and Equipment purchased for DSATS Staff and Member organization Use.

12. New transportation counters.

13. Other Electronic Equipment as identified and approved.

Element 3: Long Range Transportation Planning

SFY19 Expected Activities and Products:

1. Staff will begin data gathering and section analysis for the 2045 DSATS LRTP. The 2045 LRTP must be approved by June 2020.

2. Continue review and revision of the DSATS policies and procedures and update policies and plans as needed.

3. Identify roadways which should be tested for a pavement condition survey on selected I-170 routes in the DeKalb ORA. This will be an update to a survey performed in 2014 and will be used to create a baseline as part of the DSATS roadway conditions performance measure.

4. Implement new federally mandated performance measures for the DSATS region.

5. Update of supporting transportation plans over the next 2-3 years which includes: the Public Participation Plan (PPP), the Human Services Transportation Plan (HSTP), and other plans as identified.

SFY19 Expected Budget Expenditures:

1. Pavement Condition Study.

2. LRTP surveys and data analysis as needed.

3. Active Transportation Plan surveys and data analysis as needed.

Element 4: Short-Range Transportation Planning and Special Studies

SFY 2019 Expected Activities and Products:

1. Perform the annual DSATS Traffic Counts Study in-house.

2. Work with various agencies and companies to promote greater awareness of the non-motorized transportation systems in the region.

3. Continue to look at ways to improve and expand transit in the region.
4. Continued development of a Travel Demand Model for the DeKalb Urbanized Area.
5. Expand the regional Active Transportation Counts Program.

SFY19 Expected Budget Expenditures
1. Using the video transportation counters purchased in SFY18, staff will work with member organizations to perform the annual traffic counts reports in-house. The annual traffic counts will be moved to the fall in order to ensure a more accurate count of students at NIU and Kishwaukee in the fall semester.
2. Hire contractor to perform pavement condition surveys as needed.
Deliverables:

During FY2019, the Grantee shall be responsible, as needed, for the following copies of which shall be delivered to the Grantor as requested:

1. Performance Report*
2. FY2020 draft UTWP,
3. FY2020-2023 TIP,
4. Long Range Transportation Plan,
5. Short Range Transportation Plan,
6. Program Development and Information Management Report, and

*The Grantee shall 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. The Grantee shall make available, at the Grantor's request, copies of all work products prepared through this AGREEMENT.

Deliverables should be mailed to:

Illinois Department of Transportation
Bureau of Planning
Attn: Doug DeLillie
2300 S. Dirksen Parkway, Room 311
Springfield, IL 62704

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Grantee shall receive $274,095.00 under this Agreement.

Enter specific terms of payment here:

1. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee’s invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor 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 or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor’s Operations Manager and Budget Assistant in order to receive reimbursement.

a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor’s Finance Team:

   Illinois Department of Transportation
   Office of Planning and Programming
   Attn: Finance Team
   2300 Dirksen Parkway, Room: 318
   Springfield, IL 62704
   Email: DOT.OPP.Finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

a. The invoice must include:
   i. Indication of total amount of federal and matching funds expended.
   ii. Cover Letter to the C-13:
      1. States the Obligation Number, contract name, source of funds being requested (typically FRA, state funds, and CMAQ).
      3. Requests for reimbursement must be requested on Form C-13.
   iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.
   v. Certification by the Grantee’s finance officer of accurate expenses.
   vi. Expenditure and Progress Report:
      1. Percentage of work complete and amount requested per line item for invoice period.
      2. Identification of expenditures by work task.
   vii. Progress reports are required via 23 CFR 420.117. State and federal regulations require:
      3. Quarterly reports shall be submitted to the Operations Manager and Budget Assistant 30 days after end of the reporting period.
      4. Final reports shall be submitted to the Operations Manager and Budget Assistant 90 days after the end of the reporting period.
      viii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

b. All invoices for services performed and expenses incurred by the Grantee prior to July 1st of each year must be presented to the Grantor no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the Grantor shall not be obligated to make payment to the Grantee on invoices presented after said date. Failure by the Grantee to present such invoices prior to said date may require the Grantee 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
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The Grantor will direct all payments to the Grantee's remittance address listed in this Agreement.

III. Metro Manager Review and Approval
   a. Upon submittal of an invoice, the Grantor's Metro Manager reviews and checks:
      i. Mathematical accuracy.
      ii. That requested reimbursement is consistent with items included in the approved UPWP.
      iii. That total amount invoiced is proportional to total amount budgeted.
      iv. Expenditure for each line item is less than or equal to the budgeted amount.
      v. Completion of the work being invoiced.
   b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the Metro Manager will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.
   c. The Metro Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the Metro Manager.

IV. Operations Manager Approval
   a. Once approved, the Operations Manager submits invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send Payment
   a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
   b. If approved by the Metro Manager, payment is made within 15 days of receiving a complete invoice.

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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**

<table>
<thead>
<tr>
<th>Name</th>
<th>Doug DeLille</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Metropolitan Manager</td>
</tr>
<tr>
<td>Address</td>
<td>2300 S. Dirksen Parkway, Springfield IL. 62764</td>
</tr>
<tr>
<td>Phone</td>
<td>815-284-5445</td>
</tr>
<tr>
<td>TTY#:</td>
<td>n/a</td>
</tr>
<tr>
<td>Fax#:</td>
<td>n/a</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:Douglas.DeLille@illinois.gov">Douglas.DeLille@illinois.gov</a></td>
</tr>
</tbody>
</table>

**GRANTEE CONTACT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Brian Dickson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Transportation Planner</td>
</tr>
<tr>
<td>Address</td>
<td>200 S 4th St., DeKalb, IL 60115</td>
</tr>
<tr>
<td>Phone</td>
<td>815-748-2367</td>
</tr>
<tr>
<td>TTY#:</td>
<td></td>
</tr>
<tr>
<td>Fax#:</td>
<td></td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:brian.dickson@cityofdekalb.com">brian.dickson@cityofdekalb.com</a></td>
</tr>
</tbody>
</table>

Additional information:
The Grantee shall:

1) Submit accurate and timely invoices.
2) Promptly respond to inquiries by the Grantor.
3) Provide the final product by the end of this Agreement.

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The Grantee shall:

1) Submit accurate and timely invoices at minimum quarterly.

2) Promptly respond to inquiries by the Grantor.

3) Provide the final product by the end of this Agreement.

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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.

Financial Reporting and Regulatory (2 CFR 200.327), Budgetary Controls (2 CFR 200.308), Cost Principles (2 CFR 200.400), and Audit (2 CFR 200.500), and Fraud Waste and Abuse Conditions:

1. Grantee shall submit monthly IDOT BOBS 2832 form in addition to other required reports.

Corrective Action(s) needed to change status:
Implementation of new or enhanced system, mitigating controls or a combination of both.
Implementation of additional controls for reviewing and approval expenditures. Completion of corrective action plan implementation. Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Timeframe: One year from the implementation of corrective action.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

**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.

**AUDIT**

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 authorized inspection or review. final audit, the Grantee’s independent audit, or as a result of any duly authorized inspection or review.

**ETHICS**

A. Code of Conduct

1. **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:

   a. the employee, officer, board member, or agent;
   b. any member of his or her immediate family;
   c. his or her partner;
   d. 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
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purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. 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.

PROCUREMENT PROCEDURES/EMPLOYMENT OF GRANTOR PERSONNEL

1. Procurement of Goods or Services — Federal Funds — For purchases of products or services with any Federal funds that cost more than $50,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at $100,000.00) the Grantee 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 Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantee will be used, provided that the procurement procedures confirm to the provisions in Part 3(K) below. The Grantee 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 Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

2. 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 Grantee 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 Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantee will be used. The Grantee 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 Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee 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.

3. Employment of Grantor Personnel — The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the 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.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee 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 Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and that modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.
Agreement No. 19-1009-6648


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 employment or business opportunity), 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 Grantee assures that it will comply with all requirements of 49 CFR Part 21; 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 Grantee 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 Grantee retains ownership or possession of the project property, whichever is longer, the Grantee 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 Grantee 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.

Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18.32, the current FTA Master Agreement and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.
Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee’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 Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee 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 Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee 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 Grantee 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 Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee 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 Grantee knows that the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required, to check the Non-procurement List. If the Grantee 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 Grantor 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 48 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee 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 Grantee 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 Grantee 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 Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee 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 48 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

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 27.8, the Grantee 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 Grantee 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.

Procurement Compliance Certification. The Grantee 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 therein, to the extent those requirements are applicable. The Grantee 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.

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 Grantee 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. 14556 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 Grantee 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.


Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT (I-GA) FISCAL YEAR 2018 / 2 14 18
Page 39 of 43
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;
   - 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 employment or business opportunity, and Section 1107(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 107 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
   - Any other nondiscrimination statute(s) that may apply to the project.

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 1955, 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;
   - 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.
Agreement No. 19-1009-8848

7. Will comply with all other federal statutes applicable to the project, including but not limited to:
   • Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
   • The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
   • 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;
   • Executive Order 11993, 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 1985 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 174 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee 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.

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

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.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor 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.

Third Party Disputes Or Breaches. The Grantee 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 Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA or U.S. DOT and the Grantor of any current or prospective dispute pertaining to a third party contract. If the Grantee seeks to name the Grantee as a party to the litigation, the Grantee agrees to inform both FTA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee 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 Grantor's immunity to suit.

Agreement No. 19-1006-6848


Cargo Preference - Use of United States Flag Vessels. The Grantee 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.

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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:

NONE

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

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

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

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

STATE OF ILLINOIS GRANT FUNDS

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

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

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

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

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

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

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

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

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

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

COMB803-5603-(R-99-17)
Section A – Budget Summary (continued)

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

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

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(i) & (200.88)). Note: [The applicant must be eligible, see 2 CFR 200.414 (l), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

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

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d), the total of “Non-State Funds” should equate the amount budgeted on Line 10b of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

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

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category. Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.
Section C – Budget Worksheet & Narrative

Pay attention to applicable program specific instructions, if attached.

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

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

2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
   a. The specific costs or contributions by budget category;
   b. The source of the costs or contributions; and
   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

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

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

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

5. Provide other explanations or comments you deem necessary.
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following:

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

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

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

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

$200.000 Revision of budget and program plans

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

**UNIFORM GRANT BUDGET TEMPLATE**

State Agency: **ILLINOIS DEPARTMENT OF TRANSPORTATION**

Organization Name: DSATS / CITY OF DEKALB

Data Universal Number System (DUNS) Number (enter numbers only): 031611213

Notice of Funding Opportunity (NOFO) Number: n/a

Catalog of State Financial Assistance (CSFA) Number: 494-00-1009

CSFA Short Description: Metropolitan Planning Program

Section A: State of Illinois Funds

Fiscal Year: 01/01/2019

### REVENUES

| State of Illinois Grant Requested | $ 274,086.00 |

### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fringe Benefits</td>
<td>$ 43,068.25</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$ 5,143.50</td>
</tr>
<tr>
<td>3. Equipment</td>
<td>$ 750.00</td>
</tr>
<tr>
<td>4. Supplies</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>5. Contractual Services and Subawards</td>
<td>$ 69,866.00</td>
</tr>
<tr>
<td>6. Consultant (Professional Service)</td>
<td>$ 6,655.00</td>
</tr>
<tr>
<td>7. Construction</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>8. Research and Development (R&amp;D)</td>
<td>$ 390.00</td>
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<tr>
<td>9. Training and Education</td>
<td>$ 200.472</td>
</tr>
<tr>
<td>10. Direct Administrative Costs</td>
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<tr>
<td>11. Miscellaneous Costs</td>
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</tr>
<tr>
<td>12. A. Grant Expendable Line Item(s)</td>
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</tr>
<tr>
<td>13. B. Grant Expendable Line Item(s)</td>
<td>$</td>
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<tr>
<td>14. Total Direct Costs (add lines 1-13)</td>
<td>$ 256,866.00</td>
</tr>
<tr>
<td>15. Total Indirect Costs</td>
<td>$ 17,240.00</td>
</tr>
</tbody>
</table>

### Rate %: 10

Base: Staff Payroll + other allowable MTDC

18. Total Costs State Grant Funds (Lines 14 and 17) $ 274,086.00

MUST EQUAL REVENUE TOTALS ABOVE

Instructions found at end of document.

Page 1 of 26
State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

SECTION A. Continued - Indirect Cost Rate Information

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

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

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

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

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

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

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.86]. Note: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)

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

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is:  

%  

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

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

Period Covered by NICRA: From: 07/01/19 To: 06/30/19
Indirect Cost Rate: 10.00 % The Distribution Base is: Staff Payroll plus other allowable MTDC.
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %: 80 (Agency to Populists)</td>
<td></td>
</tr>
<tr>
<td>b) Cash</td>
<td></td>
</tr>
<tr>
<td>c) Non-Cash</td>
<td></td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
<td></td>
</tr>
<tr>
<td>Total Non-State Funds (lines b through d)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200,430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200,431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200,474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200,438</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200,94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200,318 &amp; 200,92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>200,489</td>
<td>$</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200,465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200,87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200,472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200,413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. B. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200,413</td>
<td>$</td>
</tr>
<tr>
<td>17. Total Indirect Costs</td>
<td>200,414</td>
<td>$</td>
</tr>
<tr>
<td>Rate %:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>200,414</td>
<td>$</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>City of DeKalb</th>
<th>City of DeKalb / DSATS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institution/Organization Name:</td>
<td>Institution/Organization Name:</td>
</tr>
<tr>
<td>Finance Director</td>
<td>DSATS Director / Public Works Director</td>
</tr>
<tr>
<td>Title (Chief Financial Officer or equivalent):</td>
<td>Title (Executive Director or equivalent):</td>
</tr>
<tr>
<td>Molly Talkington</td>
<td>Tim Holdeman</td>
</tr>
<tr>
<td>Printed Name (Chief Financial Officer or equivalent):</td>
<td>Printed Name (Executive Director or equivalent):</td>
</tr>
</tbody>
</table>

**Molly Talkington**

Digitally signed by Molly Talkington
Date: 2018.06.22 13:47:40 -06'00'

**Tim Holdeman**

Digitally signed by Tim Holdeman
Date: 2018.06.22 13:47:53 -05'00'

June 22, 2018

**Date of Execution (Chief Financial Officer):**

**Date of Execution (Executive Director):**

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

FFATA Data Collection Form (if needed by agency)
Under FFATA, 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.

D-U-N-S Number: 031111213
Sub-recipient Name: DeKalb City 4
Sub-recipient DBA Name: 
Sub-recipient Street Address: 200 S. 4th St.
City: DeKalb State: IL Zip Code: 60115-3733 Congressional District: 14

Sub-recipient Principal Place of Performance:
City: DeKalb State: IL Zip Code: 60115-3733 Congressional District: 14

Contract Number (if known): 
Award Amount: $219,276.00
Project Period: From: 7-1-18 To: 6-30-17

State of Illinois Awarding Agency and ProjectDetail Description: Annual 3-C agreement.

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes [ ] If Yes, must answer Q2 below. No [x] If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes [ ] No [x] If No, you must provide the data. Please fill out the rest of this form.

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

Name: _____________________________ Amount: _____________________________
Name: _____________________________ Amount: _____________________________
Name: _____________________________ Amount: _____________________________
Name: _____________________________ Amount: _____________________________
Name: _____________________________ Amount: _____________________________

GDMEGATU-3002-(R-02-17)
1. Personnel (Salaries and Wages) (2 CFR 200.430)

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mth./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>DSATS DIRECTOR</td>
<td>$100,000.00</td>
<td>Yearly</td>
<td>25%</td>
<td>1</td>
<td>$25,000.00</td>
<td>Add/ Delete</td>
</tr>
<tr>
<td>BRIAN DICKSON</td>
<td>DSATS COORDINATOR</td>
<td>$82,920.25</td>
<td>Yearly</td>
<td>100%</td>
<td>1</td>
<td>$82,920.25</td>
<td>Delete</td>
</tr>
<tr>
<td>TBD</td>
<td>TRANSPORTATION PLANNER</td>
<td>$98,891.00</td>
<td>Yearly</td>
<td>25%</td>
<td>1</td>
<td>$14,872.75</td>
<td>Delete</td>
</tr>
<tr>
<td>CASEY HEUER</td>
<td>GIS INTERN</td>
<td>$13.50</td>
<td>Hourly</td>
<td>50%</td>
<td>999</td>
<td>$6,743.25</td>
<td>Add/ Delete</td>
</tr>
</tbody>
</table>

**State Total** $129,336.25

**NON-State Total**

**Total Personnel** $129,336.25

**Personnel Narrative (State):**
The DSATS Director is currently the Public Works Director and up to 25% of his salary is allocated to the DSATS budget for the work he performs as the DSATS Director. The DSATS Coordinator is the sole full time DSATS staff person. The City Transportation Planner is allocated 25% of their time to DSATS transit and active transportation planning and the other 75% is allocated to the City of DeKalb public transit grants. The GIS Intern is a part-time position, with 50% of their time allocated to doing GIS for DSATS and the other 50% of their time allocated to doing GIS for public transit. All staff must track the actual hours spent on DSATS activities vs transit activities and city duties. Reimbursement at the end of the quarter is only reimbursed for actual hours spent on DSATS activities as a percentage of total hours worked each quarter. The finance department provides a quarterly register of each staff's payroll costs and those costs are distributed based on the actual hours percentage for each staff person.

**Personnel Narrative (Non-State):** (i.e. "Match" or "Other Funding")
### Uniform Grant Budget Template

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>FICA</td>
<td>DIR, COO, PLANNER, GIS</td>
<td>$8,018.75</td>
<td>100 %</td>
<td>$8,018.75</td>
<td>Add</td>
</tr>
<tr>
<td>MEDICARE</td>
<td>DIR, COO, PLANNER, GIS</td>
<td>$1,875.25</td>
<td>100 %</td>
<td>$1,875.25</td>
<td>Add</td>
</tr>
<tr>
<td>IMRF</td>
<td>DIR, COO, PLANNER</td>
<td>$18,033.75</td>
<td>100 %</td>
<td>$18,033.75</td>
<td>Add</td>
</tr>
<tr>
<td>HEALTH INSURANCE</td>
<td>DIR, COO, PLANNER</td>
<td>$14,644.40</td>
<td>100 %</td>
<td>$14,644.40</td>
<td>Add</td>
</tr>
<tr>
<td>LIFE INSURANCE</td>
<td>DIR, COO, PLANNER</td>
<td>$108.00</td>
<td>100 %</td>
<td>$108.00</td>
<td>Add</td>
</tr>
<tr>
<td>WORKERS COMP</td>
<td>DIR, COO, PLANNER, GIS</td>
<td>$388.00</td>
<td>100 %</td>
<td>$388.00</td>
<td>Add</td>
</tr>
</tbody>
</table>

State Total $43,068.25

<table>
<thead>
<tr>
<th>Fringe Benefits Narrative (State):</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is the fringe benefits for the staff persons identified in #1 and allocated based on the rate % identified for each staff person in #1.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fringe Benefits Narrative (Non-State):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i.e. “Match” or “Other Funding”)</td>
</tr>
</tbody>
</table>
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.474)

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

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
<th>Add/Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATIONAL PLANNING CONF (1 STAFF)</td>
<td>OUT OF STATE</td>
<td>$2,334.00</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$2,334.00</td>
<td>Add</td>
</tr>
<tr>
<td>ILLINOIS BIKE SUMMIT (2 STAFF)</td>
<td>DOWNSTATE URBAN</td>
<td>$257.50</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$257.50</td>
<td>Add</td>
</tr>
<tr>
<td>IDOT FALL CONF. (3 STAFF)</td>
<td>DOWNSTATE URBAN</td>
<td>$583.00</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$583.00</td>
<td>Add</td>
</tr>
<tr>
<td>IPASS TOLL TRAVEL</td>
<td>Varies</td>
<td>$90.00</td>
<td>TRAVEL</td>
<td>1</td>
<td>1</td>
<td>$90.00</td>
<td>Add</td>
</tr>
<tr>
<td>ILL PUB TRANSIT ASSOC. CONF. (1 STAFF)</td>
<td>DOWNSTATE URBAN</td>
<td>$336.00</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$336.00</td>
<td>Add</td>
</tr>
<tr>
<td>MPO-MEETINGS (4 EVENTS, 2 STAFF)</td>
<td>CHICAGO</td>
<td>$359.00</td>
<td>MTGS/TRAIN</td>
<td>1</td>
<td>4</td>
<td>$1,424.00</td>
<td>Add</td>
</tr>
<tr>
<td>MPO MEETINGS (5 EVENTS, 2 STAFF)</td>
<td>DOWNSTATE URBAN</td>
<td>$97.87</td>
<td>MTGS/TRAIN</td>
<td>1</td>
<td>6</td>
<td>$586.00</td>
<td>Add</td>
</tr>
<tr>
<td>TRANSPORT CHICAGO (3 STAFF)</td>
<td>CHICAGO</td>
<td>$359.00</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$359.00</td>
<td>Add</td>
</tr>
<tr>
<td>IL TRANSP ENG. CONF. (THE) (1 STAFF)</td>
<td>CHAMPAIGN</td>
<td>$394.00</td>
<td>STAFF CONF.</td>
<td>1</td>
<td>1</td>
<td>$394.00</td>
<td>Add</td>
</tr>
</tbody>
</table>

State Total                        | $6,143.50

NON-State Total

Total Travel                        | $6,143.50
3. Travel (2 CFR 200.474)

**Travel Narrative (State):**
This is for travel to meetings, training, and conferences for the staff identified in #1. The actual events are identified by line-item. The costs included are meals, lodging, registration costs, parking when applicable, transit when applicable, and other incidentals where allowed. A form has been created that each staff member must fill out for each event, identifying the breakout of each cost.

**Travel Narrative (Non-State):** (i.e., a "Match" of Other Funding)
4) Equipment (2 CFR 200.439)

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE FURNITURE</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
<td>Add/</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>TECHNOLOGY EQUIPMENT</td>
<td>1</td>
<td>$500.00</td>
<td>$600.00</td>
<td>Add/</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>State Total</td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Equipment</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

**Equipment Narrative (State):**

"This is the budget for the purchase of staff office furniture and technology equipment such as electronic hardware (computers, phones, etc.) to be purchased."

**Equipment Narrative (Non-State):** (i.e. "Match" or "Other Funding")
### Supplies (2 CFR 200.94)

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTED MATERIALS</td>
<td>1</td>
<td>$150.00</td>
<td>$150.00</td>
<td>Add</td>
</tr>
<tr>
<td>OFFICE SUPPLIES</td>
<td>1</td>
<td>$150.00</td>
<td>$150.00</td>
<td>Delete</td>
</tr>
<tr>
<td>WATER COOLER</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>Add</td>
</tr>
<tr>
<td>VEHICLE MAINT. PARTS</td>
<td>1</td>
<td>$30.00</td>
<td>$30.00</td>
<td>Delete</td>
</tr>
<tr>
<td>VEHICLE FUEL</td>
<td>1</td>
<td>$75.00</td>
<td>$75.00</td>
<td>Delete</td>
</tr>
<tr>
<td>VEHICLE OIL CHANGES</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Total**: $675.00

**Non-State Total**: 

**Total Supplies**: $675.00

---

**Supplies Narrative (State):**

Printed materials are for agenda items, printing of reports, etc. Office supplies are for items such as folders, paper clips, etc. which are purchased directly. The water cooler was part of our utilities, but that line item was eliminated by the city. Vehicle Maint. Parts is not currently used as DSATS does not purchase parts directly. Vehicle Fuel is the fuel used to attend meetings, conferences, etc. when using the transportation staff vehicle. Oil changes are for oil changes on the transportation staff vehicle and split between the DSATS and Transit grants.

**Supplies Narrative (Non-State):** (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

6) Contractual Services (2 CFR 200.318) & Subawards (200.82)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.85). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):
1) Subaward (200.82) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY ATTORNEY FEES</td>
<td>$5,202.00</td>
<td>Add</td>
</tr>
<tr>
<td>CITY AUDIT FEES</td>
<td>$1,200.00</td>
<td>Delete</td>
</tr>
<tr>
<td>PAVEMENT CONDITION SURVEY</td>
<td>$41,259.00</td>
<td>Add</td>
</tr>
<tr>
<td>TRAFFIC DATA ANALYSIS</td>
<td>$10,000.00</td>
<td>Delete</td>
</tr>
<tr>
<td>ESRI - GIS LICENSING</td>
<td>$12,195.00</td>
<td>Add</td>
</tr>
<tr>
<td>State Total</td>
<td>$68,888.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Contractual Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMBGATU-30025 (R-02-17)
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

<table>
<thead>
<tr>
<th>Contractual Services Narrative (State):</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City charges DSATS a fixed fee for City Attorney costs charged to the City. The City Auditor charges DSATS directly for the Single-Audit performed on the DSATS and Transit grants (split equally between both grants). The City has a contract with ESRI for GIS Licensing. The cost here is for the licenses which are purchased for DSATS staff use. The other contractual costs are for projects DSATS looks to perform in SFY2019.</td>
</tr>
</tbody>
</table>

| Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding") |
### Consultant Services and Expenses (2 CFR 200.459)

**Consultant Services (Fee):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.). Consultant—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOBE</td>
<td>ADOBE CREATIVE CLOUD</td>
<td>$400.00</td>
<td></td>
<td>2</td>
<td>$800.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>SOFTWARE UPGRADES</td>
<td>$520.00</td>
<td></td>
<td>1</td>
<td>$520.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>OFFICE 365</td>
<td>$228.00</td>
<td></td>
<td>2</td>
<td>$456.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>BUSINESS MAILINGS</td>
<td>$160.00</td>
<td></td>
<td>1</td>
<td>$160.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>EQUIPMENT MAINTENANCE</td>
<td>$200.00</td>
<td></td>
<td>1</td>
<td>$200.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>VEHICLE MAINTENANCE</td>
<td>$500.00</td>
<td></td>
<td>1</td>
<td>$500.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>LEGAL ADS &amp; NOTICES</td>
<td>$1,400.00</td>
<td></td>
<td>1</td>
<td>$1,400.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>RFP NOTICES</td>
<td>$400.00</td>
<td></td>
<td>1</td>
<td>$400.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>DSATS ANNUAL MEETING AD</td>
<td>$400.00</td>
<td></td>
<td>1</td>
<td>$400.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>DSATS OUTREACH ADS</td>
<td>$800.00</td>
<td></td>
<td>1</td>
<td>$800.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>DSATS WEBSITE DOMAIN</td>
<td>$30.00</td>
<td></td>
<td>1</td>
<td>$30.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>APA DUES</td>
<td>$470.00</td>
<td></td>
<td>2</td>
<td>$940.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>IPTA DUES</td>
<td>$30.00</td>
<td></td>
<td>1</td>
<td>$30.00</td>
<td>Add</td>
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**State Total:** $3,656.00
<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-State Total</td>
<td></td>
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<td></td>
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<tr>
<td>Total Consultant Services (Fee)</td>
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<td></td>
<td></td>
<td></td>
<td>$6,656.00</td>
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</tbody>
</table>

Consultant Services Narrative (State):
These costs are for fees charged for firms performing specific projects, such as shipping fees from UPS, FedEx, and USPS, Professional Dues, Vendors performing maintenance on vehicles, etc.

Consultant Services Narrative (Non-State):

<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

State Total

NON-State Total

Total Consultant Expenses

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")
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></td>
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</table>

State Total

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<tr>
<th>Add</th>
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<tr>
<th>Non-State Total</th>
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</tbody>
</table>

Total Construction

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
9). Occupancy - Rent and Utilities (2 CFR 200.489)  
List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. NOTE: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
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</thead>
<tbody>
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<td>Delete</td>
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</tbody>
</table>

State Total

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
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<td>Delete</td>
</tr>
</tbody>
</table>

NON-State Total

Total Occupancy - Rent and Utilities

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")
10. Research & Development (R&D) (2 CFR 200.87)

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Delete</td>
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<tr>
<td></td>
<td></td>
<td>Total Research and Development</td>
<td></td>
</tr>
</tbody>
</table>

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Telecommunications Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSATS STAFF DATA PLANS</td>
<td>1</td>
<td></td>
<td>$360.00</td>
<td>1</td>
<td>$360.00</td>
<td>Add/Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>State Total</td>
</tr>
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<td>Add/ Delete</td>
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<td></td>
<td></td>
<td>NON-State Total</td>
</tr>
<tr>
<td>Telecommunications Narrative (State):</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Telecommunications $360.00</td>
</tr>
<tr>
<td>This is the cost of Verizon data plans for staff phones and tablets.</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Telecommunications Narrative (Non-State): (i.e. &quot;Match&quot; or &quot;Other Funding&quot;)</td>
<td></td>
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</tr>
</tbody>
</table>

GOMEGATU-3002 (R-02-17) Page 19 of 26
## Training and Education (2 CFR 200.472)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Add</td>
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<td>Delete</td>
</tr>
</tbody>
</table>

**State Total**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Delete</td>
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</tbody>
</table>

**NON-State Total**

Total Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
13. **Direct Administrative Costs (2 CFR 200.413 (c))**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./HR.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Delete</td>
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</tbody>
</table>

**State Total**

<table>
<thead>
<tr>
<th>%</th>
<th>Add</th>
<th>Delete</th>
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<tbody>
<tr>
<td></td>
<td>Add</td>
<td>Delete</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NON-State Total</th>
</tr>
</thead>
</table>

**Total Direct Administrative Costs**

**Direct Administrative Costs Narrative (State):**

**Direct Administrative Costs Narrative (Non-State):** (i.e. “Match” or “Other Funding”)
14). Other or Miscellaneous Costs

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td><strong>State Total</strong></td>
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<td>Delete</td>
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<td><strong>NON-State Total</strong></td>
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<td>Delete</td>
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<tr>
<td><strong>Total Other or Miscellaneous Costs</strong></td>
<td></td>
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</tr>
</tbody>
</table>

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (I.e. "Match" or "Other Funding")
19. GRANT EXCLUSIVE LINE ITEM

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
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</table>

State Total

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
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NON-State Total

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
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<td>Delete</td>
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</tbody>
</table>

Total Grant Exclusive Line Item

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item Delete Grant Exclusive Line Item
16). Indirect Cost (2 CFR 200.414)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Base</th>
<th>Rate</th>
<th>Indirect Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL 10% DE MINIMIS (BASED ON allowable MTDC)</td>
<td>172,400</td>
<td>$0.10</td>
<td>$17,240.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td>$17,240.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td></td>
<td></td>
<td>$17,240.00</td>
<td></td>
</tr>
</tbody>
</table>

Indirect Costs Narrative (State):
This is the De Minimis 10% rate charged on allowable Modified Total Direct Costs.

Indirect Costs Narrative (Non-State):