

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION  
AND  
CHAMPAIGN COUNTY

**DOWNSTATE PUBLIC TRANSPORTATION  
OPERATING ASSISTANCE  
GRANT AGREEMENT  
(30 ILCS 740/2-1)**

CONTRACT NO. 4120

STATE GRANT NO. OP-12-43-IL

Approved as to Form  
by Chief Counsel's Office:  
**REV: 7/8/11**  
**DOAP**

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**RECEIVED**  
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Illinois Dept. of Transportation  
Division of Public and  
Intermodal Transportation

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Exhibit A, entitled "School Bus Certification"

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This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and Champaign County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois (hereinafter the "Project");

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 *et seq.*, hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

### **ITEM 1 - DEFINITIONS**

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

### **ITEM 2 - PROJECT SCOPE**

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

### **ITEM 3 - PROJECT BUDGET**

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2012, up to the corresponding identical or minimally different appropriation amount provided by Public Act 097 - 0065, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2012 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$477,400, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2012 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

#### **ITEM 4 - FAILURE TO APPROPRIATE FUNDS**

This Agreement is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.

#### **ITEM 5 - PAYMENT PROCEDURES**

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

Grantees shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

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

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

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

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

#### **ITEM 6 - ELIGIBLE OPERATING EXPENSES**

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

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

#### **ITEM 7 - INELIGIBLE OPERATING EXPENSES**

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

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;
- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;

- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- Q. expenses for freight haulage provided by Grantee;
- R. any expense that is reimbursed from insurance proceeds;
- S. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- T. any other expense determined by the Department to be inconsistent with federal regulations or requirements.

If a Grantee receives federal operating assistance funds through the Department, and federal law prohibits the Grantee from using those funds to pay for any expense that is an eligible operating expense under the Act or the Rules, then that expense shall be ineligible for reimbursement.

#### **ITEM 8 - RECORD RETENTION**

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

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

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the



records for three years after completion of the action and resolution of all issues arising from it.

#### **ITEM 9 - INSPECTION AND AUDIT**

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, 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 Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

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

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

#### **ITEM 10 - GRANTEE'S INDEPENDENT AUDIT**

Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

#### **ITEM 11 - PROJECT CLOSEOUT**

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. At the discretion of the Department, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall

be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

## ITEM 12 - 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; or
  - 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 Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

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.
- B. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local

government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

- C. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

#### **ITEM 13 - UNLAWFUL DISCRIMINATION**

- A. Human Rights - Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.
- B. Sexual Harassment - The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

#### **ITEM 14 - SCHOOL BUS OPERATIONS**

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

#### **ITEM 15 - GRANTEE'S WARRANTIES**

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to

initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating:
  - a. the Grantee is lawfully organized;
  - b. the Grantee is an eligible "participant" as defined in the Act;
  - c. the Grantee is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the Grantee.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

#### **ITEM 16 - DRUG FREE WORKPLACE**

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

#### **ITEM 17 - INDEMNIFICATION AND INSURANCE**

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

#### **ITEM 18 - INDEPENDENCE OF GRANTEE**

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be,

agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

#### **ITEM 19 - NON-WAIVER**

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

#### **ITEM 20 - TERMINATION, PAYMENT DELAY, RECALL**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

#### **ITEM 21 - DISPUTE RESOLUTION**

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the 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 Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

#### **ITEM 22 - PUBLIC INFORMATION**

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

**ITEM 23 - AMENDMENT**

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

**ITEM 24 - SEVERABILITY**

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

**ITEM 25 - ASSIGNMENT**

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

**ITEM 26 - DOCUMENTS FORMING THIS AGREEMENT**

This Agreement, together with Exhibits A and B; the Grantee's Application for the fiscal year as approved by and on file at the Department; the Standard Forms; and all other documents or materials requested by the Department submitted by the Grantee and accepted by the Department before and after execution of this Agreement constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

**ITEM 27 - ETHANOL GASOLINE**

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

**ITEM 28 - TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 376006910 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2011 through June 30, 2012.

Accepted on behalf of Champaign County:

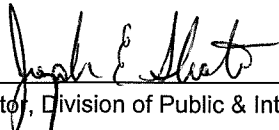
  
Signature of Authorized Representative

Amy Marchant  
Type or Print Name of Authorized Representative

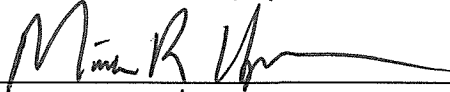
11/4/11  
Date

CEO, CHS RMTD  
Type or Print Title of Authorized Representative

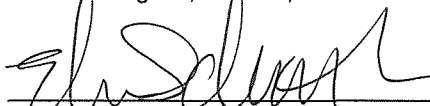
Accepted on behalf of the State of Illinois, Department of Transportation:

  
\_\_\_\_\_  
Joseph E. Shacter, Director, Division of Public & Intermodal Transportation

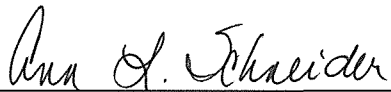
11/24/11  
Date

  
\_\_\_\_\_  
Matthew Hughes, Director, Office of Finance and Administration

12/19/11  
Date

  
\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel  
(Approved as to form)

12-13-11  
Date

  
\_\_\_\_\_  
Ann Schneider, Acting Secretary

12/20/11  
Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE  
IN SCHOOL BUS OPERATIONS


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

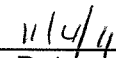
If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school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

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

Champaign County:

  
\_\_\_\_\_  
Signature of Authorized  
Representative

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date



## EXHIBIT B

### STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.


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

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Champaign County:

  
 \_\_\_\_\_  
 Signature of Authorized  
 Representative

CEO, CHS RMTD  
 \_\_\_\_\_  
 Title

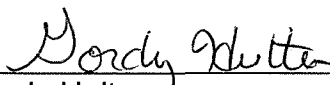
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 Date

STATE OF ILLINOIS     )  
  )  
CHAMPAIGN COUNTY    )

I, Gordy Hulten, duly elected, qualified and acting County Clerk of Champaign County, Illinois and keeper of the records thereof, do hereby certify that the foregoing is a true and correct copy of Champaign County Resolution #7507 on file in this Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 10<sup>th</sup> day of November, A.D. 2011.

[Seal]

  
\_\_\_\_\_  
Gordy Hulten  
Champaign County Clerk

  
\_\_\_\_\_  
Dasha I. A.  
Deputy County Clerk

RESOLUTION NO. 7507

RESOLUTION AUTHORIZING APPLICATION FOR PUBLIC TRANSPORTATION  
FINANCIAL ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT  
OF 1991, AS AMENDED (49 U.S.C. § 5311).

WHEREAS, The provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311);

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of offsetting a portion of the Public Transportation Program operating deficits of *Champaign County*; as well as with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1, et.seq.).

Section 2. That while participating in said operating assistance program, *Champaign County* will provide all required local matching funds.


Section 3. That the CEO of CRIS Rural Mass Transit District is hereby authorized and directed to execute and file on behalf of *Champaign County* such application.


Section 4. That the CEO of CRIS Rural Mass Transit District is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the CEO of CRIS Rural Mass Transit District is hereby authorized and directed to execute and file on behalf of *Champaign County* all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1, et.seq.).

Section 6. That the CEO of CRIS Rural Mass Transit District is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 21st day of October,  
2010.

  
C. Pius Weibel, Chair  
Champaign County Board


ATTEST:   
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the Champaign County ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq., ("Act"), and 49 U.S.C. § 5311. I have reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. 4189, and Grant No. RPT-12-039 ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I have also reviewed the Downstate Operating Assistance Grant Agreement, Contract No. 4120, Grant No. OP-12-43-IL ("Agreement") tendered by the State to the Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Acts and state regulations.
2. There are no provisions in the Grantee's charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit it from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreements and that Agreements, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contracts, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Non-Metro Area Transportation Operating, Capital and Administrative Assistance Grant and a Downstate Operating Assistance Grant.

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

Signature:   
\_\_\_\_\_  
David L. DeThorne  
Attorney for: Champaign County

Date: 10 Nov 20 11

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(ARDC Registration Number)