

May 7, 2014

SHELBY COUNTY BOARD MEETING AGENDA

May 14, 2014 – 9:00 A. M. in Courtroom B

1. Call to Order-Prayer - Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
4. Dennis Shiley, CIPT Transportation Director –Shelby County 2014 CVP Grant Application and Resolution, Vehicle Use Memorandum of Understanding between Effingham and Shelby Counties, Maintenance Building Lease Agreement Shelby County and CEFS/CIPT, 2015-2016 Job Access Reverse Commute Grant Agreement and Resolution
5. Chairman Cannon – Set Compensation of 2014 Elected Officials
6. County Highway Engineer Alan Spesard – Highway Engineer's Report; Petition for Bridge Repair for Sigel Township, Petition to Replace Bridge for Richland Township, Three Petitions to Replace Three Culverts in Cold Spring Township, Petition to Replace Culvert in Richland Township, Resolution to award Contract for Okaw Township Railroad Crossing Approach Improvements, Resolution to award Contract for Intersection Improvements on Findlay-Assumption Road
7. Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe – Zoning/EMA/PCOM Reports
8. Committee Reports
9. Chairman Updates
10. Chairman Appointments
11. Correspondence
12. Public Body Comment
13. Adjournment

Please silence cell phones during the Board meeting.

Prayer this morning is given by Shelby County Board Chairman Bruce Cannon

SHELBY COUNTY BOARD MEETING

May 14, 2014 – 9:00 A.M.

The Shelby County Board met on Wednesday, May 14, 2014, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. Chairman Cannon gave the prayer and all present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Gergeni, Jordan, Kearney and Strohl were absent.

Minutes for the April 9, 2014 board meeting were presented for approval. Jesse Durbin stated his name was not listed among the roll call votes for the Closed Session and requested that be corrected. Williams made motion to approve the minutes as amended. Hayden seconded said motion, which passed by voice vote (16 yes, 0 no).

Dennis Shiley, CEFS/CIPT Transportation Director, presented the following items for the Board's approval; the Shelby County 2014 CVP Grant Application and Resolution, a Vehicle Use Memorandum of Understanding between Effingham and Shelby Counties, the Maintenance Building Lease Agreement between Shelby County and CEFS/CIPT and lastly the 2015-2016 Job Access Reverse Commute Grant Agreement and Resolution. Shiley also reviewed the March PCOM report that had previously been mailed to the Board.

Clark made motion to approve the Shelby County 2014 CVP Grant Application and Resolution and the 2015-2016 Job Access Reverse Commute Agreement and Resolution. Warner seconded said motion, which passed by voice vote (16 yes, 0 no). (Application, Agreement and Resolutions attached to these minutes)

Mulholland made motion to approve the Vehicle Use Memorandum of Understanding between Effingham and Shelby Counties. Wetherell seconded said motion, which passed by voice vote (16 yes, 0 no). (MOU attached to these minutes)

Mulholland made motion to approve the Maintenance Building Lease Agreement between Shelby County and CEFS/CIPT. Hunter seconded said motion, which passed by voice vote (16 yes, 0 no). (Lease Agreement attached to these minutes).

Chairman Cannon reported it was necessary for the County Board to set the Compensation for those Elected Officials to be elected at the November 2014 election. By statute (50 ILCS 145/2) this must be set at least 180 days prior to those officials taking office on December 1, 2014. Cannon updated the Board on the salaries of these officials, which are County Treasurer and County Clerk and Recorder at \$53,440.00 per year, and the Sheriff makes \$65,003.00 per year. Cannon reported to the Board that the County's revenues are down and next summer it will be time for Union Negotiation and recommended that these Elected Officials' salaries remain the same for the next 4 years.

Warren made motion to freeze the salaries of the County Clerk and Recorder, County Treasurer, and the County Sheriff for the next 4 years. Wetherell seconded said motion, which passed by voice vote (16 yes, 0 no).

At this time, Chairman Cannon called for the County Highway Engineer's report.

Alan Spesard, County Highway Engineer, presented for the board's approval, 5 petitions and 2 resolutions. The first 3 petitions Spesard presented were all for culvert replacement work in Cold Spring Township; these petitions are all 50/50 with the costs to be split equally between the County and Cold Spring Township.

Barr made motion to approve the petition to replace a culvert 1 mile northwest of the Cold Spring Township shed at a cost of \$1200.00. Hunter seconded said motion, which passed by voice vote (16 yes, 0 no).

Bennett made motion to approve the petition to replace a rusted out culvert located 3 miles south of Tower Hill at a cost of \$5000.00. Wetherell seconded said motion, which passed by voice vote (16 yes, 0 no).

Cruitt made motion to approve the petition to replace a rusted out culvert 5 miles north of Herrick at a cost of \$4500.00. Bennett seconded said motion, which passed by voice vote (16 yes, 0 no). (Copies of petitions attached to these minutes).

Spesard next presented a 50/50 petition to repair a bridge that had a wing wall collapse and caused a partial road closure in Sigel Township. This bridge is located 2 miles northwest of Sigel. Mulholland made motion to approve the petition to repair a bridge in Sigel Township. Behl seconded said motion, which passed by voice vote (16 yes, 0 no). (Copy of petition attached to these minutes).

The final petition presented was for a bridge replacement in Richland Township. This bridge has been closed and is not feasible to repair. This bridge is located 2 miles northwest of Strasburg and the cost to replace this bridge is \$360,000.00. The costs will be split 80% Federal, 16% State, with the final 4% being split between the county and Richland Township. Durbin made motion to approve the petition to replace the bridge in Richland Township. Simpson seconded said motion, which passed by voice vote (16 yes, 0 no). (Copy of petition attached to these minutes).

Spesard next presented a Resolution to award the contract for the Okaw Township Railroad Crossing Approach; this job includes 2 approaches that were combined into 1 job. The public bid opening was held on Monday May 12th at the County Highway Department and there were 3 bidders for the project. The low bid was awarded to Brad Agney Construction with a low bid of \$143,488. The estimated cost for this job was \$152,133. The ICC is funding all but \$5000.00 of this project with Okaw Township funding that portion of the project. Warren made motion to approve the Resolution awarding the Okaw Township RR Crossing Approach to Brad

Shelby County Board Meeting
May 14, 2014

Agney Construction. Clark seconded said motion, which passed by voice vote (16 yes, 0 no). (Resolution attached to these minutes). The final Resolution presented was to award the contract for the Findlay/Assumption road intersection. The estimated costs for this project were \$52,190.00 and the low bid was awarded to Otto-Baum Construction of Decatur with their low bid of \$65,109.86. This project is 100% funded with the \$160,000 grant from DCEO. The remainder of this DCEO grant will be used for another road micro surfacing project at a later date. Warner made motion to approve the Resolution to award the contract for the Findlay/Assumption intersection project to Otto-Baum Construction. Wetherell seconded said motion, which passed by voice vote (16 yes, 0 no). (Resolution attached to these minutes).

Continuing with department updates, Spesard reported that the Semi-Annual Highway Commissioners Conference was held on May 9th and was well attended. Spesard also answered a question from the Board that approximately 10-20 Bridges are closed at any one time throughout Shelby County.

Zoning Administrator/EMA Coordinator/PCOM Jared Rowcliffe highlighted the Zoning/EMA/PCOM report previously mailed to the Board for their review. Discussion was held regarding the CIPT report and information detailed in that report. (Report attached to these minutes).

Chairman Cannon called for committee reports. (Committee reports are attached to these minutes). Reports were given and items presented for follow-up are as follows:

Finance Committee Chair Amling reminded the Budget Committee about their next meeting on May 21st at 9:00 A. M.

Public Health Committee Chair Bennett reported that the Health Department has been recertified and this recertification is good until October 6, 2017. Every 5 years the Health Department must obtain their recertification.

Sheriff Miller reported that the Law Enforcement Committee did not meet this month. Miller reported that David Meyers had been hired as the new Deputy and Jeff Meek had been hired as Jail Maintenance man. Miller also stated that the DARE picnic had been well attended on May 5 by 400 students and 100 adults, as well as several vendors.

Chairman Cannon reported that there would be an Animal Control Committee meeting at the Lake Shelbyville Visitor's Center on May 20th at 10:00 A. M. The purpose of this meeting is to detail Animal Control responsibilities to the Municipalities in the County and also discuss contract service agreements for Animal Control Services provided by the County. Cannon also reported on a meeting held in regards to Eagle Creek and the Resort. The meeting was well attended by area leaders, as well as Congressman John Shimkus, and State leaders Chapin Rose and Adam Brown. Another meeting is to be held on May 15th at Senator Rose's office in Springfield for further discussion on Eagle Creek Resort.

Public Building Committee Chair Warren informed the Board the committee would be meeting on May 16th to discuss roof repairs and the condition of the windows on the Courthouse.

Insurance Committee Chair Bennett reported that Randy Biehler of Shelbyville Insurance Service is keeping her up to date regarding Health Insurance Premium increases for the upcoming fiscal year.

There were no Chairman appointments.

Under public body comment Health Department Administrator Stephen Melega addressed the Board with news that two Shelby County students had placed in the top 3 with their designs for the Illinois Tar Wars poster contest. Jarrett Robertson of Moweaqua had the winning poster. Robertson and his family will represent Illinois at the National Tar Wars poster contest to be held in Washington D. C. in July. Kersten Stone of Stewardson-Strasburg school won 3rd place. Melega stated "this is a state wide contest and to have two from Shelby County in the top three is really something to be proud of." Melega also mentioned that Robertson is the grandson of Shelby County Board member Kay Kearney.

At this time, Board member Bennett requested the Board enter into closed session pursuant to statutory citation 5 ILCS 120/2C (11)-to discuss current litigation.

Bennett made motion to adjourn the regular meeting and convene to closed session. Hunter seconded said motion. Roll Call Vote: Aye: Amling, Barr, Behl, Bennett, Clark, Cruitt, Durbin, Hayden, Hunter, Mulholland, Sims, Simpson, Warner, Warren, Wetherell, Williams. Nay: None Not Voting: Cannon Absent: Gergeni, Jordan, Kearney, Lenz, and Strohl. Motion carried.

CLOSED SESSION OF THE COUNTY BOARD

The Closed Session was ended, the doors opened and spectators were allowed to return to the meeting. There was no action taken in closed session.

Cruitt made motion to adjourn the Closed Session and to reconvene the regular session of the County Board meeting. Wetherell seconded said motion. Roll Call Vote: Amling, Barr, Behl, Bennett, Clark, Cruitt, Durbin, Hayden, Hunter, Mulholland, Sims, Simpson, Warner, Warren, Wetherell, Williams. Nay: None Not Voting: Cannon Absent: Gergeni, Jordan, Kearney, Lenz, and Strohl. Motion carried.

There was no further business to come before the Shelby County Board.

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Clark made motion to assess mileage and per diem for the May meetings, to pay the bills/payroll as approved by the committees and adjourn until the next regular meeting to be held on June 11, 2014. Warren seconded said motion, which passed by voice vote (15 yes, 0 no) and the meeting was adjourned at 10:17 A.M.



Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS			ROLL CALL VOTES IN COUNTY BOARD											
SHELBY COUNTY														
			<i>May 14, 2014</i> REGULAR MEETING											
			ROLL CALL			QUESTIONS								
				5/14/2014	1/2014	ON MOTIONS TO <i>Record Decision</i>		ON MOTIONS TO <i>Reconvene to Open Session</i>		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO
COUNTY BOARD MEMBERS			MILEAGE	A.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE
217	AMLING, ROBERT		35	✓		✓		✓						
110	BARR, KENNETH		50	✓		✓		✓						
116	BEHL, ROBERT H.		42	✓		✓		✓						
117	BENNETT, BARBARA		40	✓		✓		✓						
45	CANNON, BRUCE		26	✓		✓		✓						
133	CLARK, GLENN "DICK"		12	✓		✓		✓						
99	CRUITT, DAVID			✓		✓		✓						
214	DURBIN, JESSE		12	✓		✓		✓						
105	GERGENI, GARY		26	A		A		A						
177	HAYDEN, RICHARD		44	✓		✓		✓						
144	HUNTER, ROBERT JR.		49	✓		✓		✓						
193	JORDAN, ROBERT N.		31	A		A		A						
64	KEARNEY, KAY			A		A		A						
206	LENZ, LARRY <i>left early</i>		26	✓		A		A						
7	MULHOLLAND, FRANK			✓		✓		✓						
221	SIMS, TERRY JOE		24	✓		✓		✓						
274	SIMPSON, ROBERT		32	✓		✓		✓						
46	STROHL, DON		45	A		A		A						
4	WARNER, JOHN			✓		✓		✓						
329	WARREN, JAMES		28	✓		✓		✓						
44	WETHERELL, DALE		46	✓		✓		✓						
10	WILLIAMS, LYNN			✓		✓		A						

Appendix D
Board Resolution

Resolution

No. 2014-22

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SHELBY COUNTY

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of

Section 2. That the Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of Shelby County such application.

Section 3. That the Board Chairman of Shelby County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation in connection with the aforesaid application for said Grant.

Section 4. That the Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County all required Grant Agreements with the Illinois Department of Transportation.

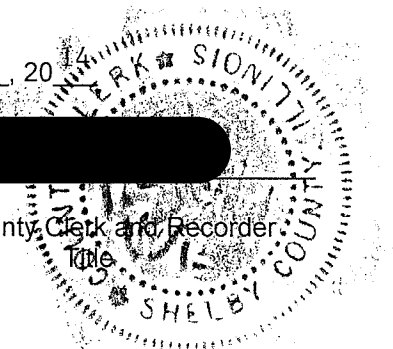
PRESENT and ADOPTED the 14th day of May, 2014



Board Chairman
Title

ATTEST: 

Shelby County Clerk and Recorder



C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



1805 S. Banker Street, P.O. Box 928
Effingham, Illinois 62401-0928
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701
E-MAIL: cefs@cefseoc.org
WEBSITE: www.cefseoc.org

PAUL D. WHITE
Chief Executive Officer

May 23, 2014

Mike Healy
Section Chief - CVP
J.R. Thompson Center, Suite 6-600
100 W. Randolph St.
Chicago, IL 60601

RE:
Shelby County 2014 CVP Application

Effingham County CVP Application

Mr. Healy,

Enclosed please find CVP -2014 Applications and supporting documents for both Shelby County Grantee and Effingham County Grantee. Please contact me with any questions or issues that we have not addressed in the counties applications

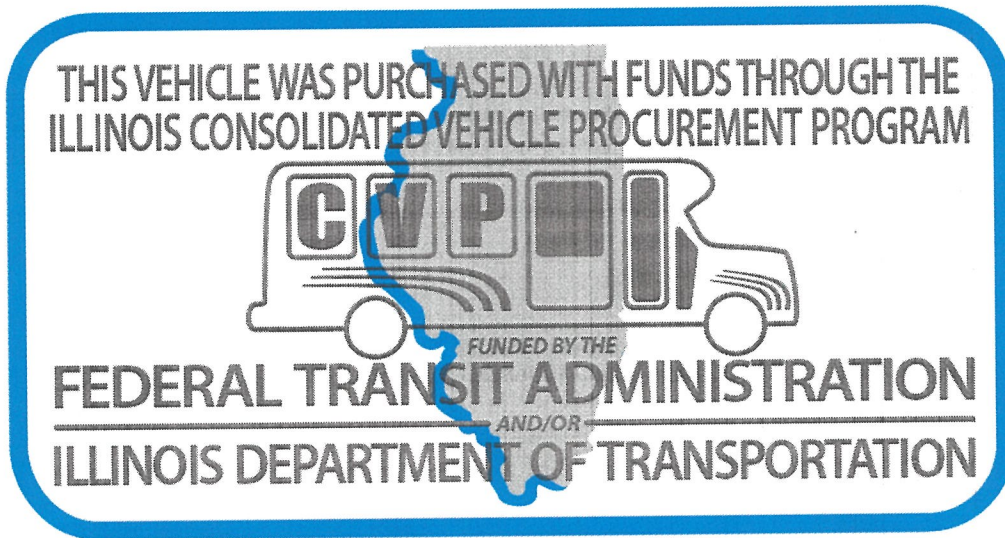
Best Regards,


Dennis Shiley
Transportation Director
dshiley@cefseoc.org
217/342-2193 x161

ILLINOIS DEPARTMENT OF TRANSPORTATION CONSOLIDATED VEHICLE PROCUREMENT

2014 ROLLING STOCK CAPITAL ASSISTANCE APPLICATION

SHELBY COUNTY



Program Contact:

Illinois Department of Transportation
Division of Public and Intermodal Transportation
100 W. Randolph, Ste 6-600
Chicago, IL 60601

Mike Healy, Section Chief - CVP
312.793.2184
mike.healy@illinois.gov

SECTION I. GENERAL INFORMATION

A. APPLICATION TECHNICAL INSTRUCTIONS & SUBMISSION REQUIREMENTS

This application has been updated to be completed online, though physical applications will still be accepted during the 2014 application cycle. Below are a few guidelines to aid in the navigation of this document.

- When this application is complete, please e-mail In **Microsoft Word (.DOC) format** to Mike Healy (mike.healy@illinois.gov) **along with all appendices & attachments. ADDITIONALLY:**
 - **Downstate Rural Providers must also send a copy to their regional Human Services Transportation Plan (HSTP) coordinator.** For a full list of HSTP coordinators and their contact information, please consult Appendix E.
 - **Downstate Urban Providers must also send a copy to their Metropolitan Planning Organization (MPO).** For a full list of relevant MPO personnel and their contact information, please consult Appendix E.
 - If you wish to mail a physical copy of your application, please send to DPIT (mailing information below) while providing a copy to your HSTP coordinator/MPO as necessary:

Mike Healy, Section Chief – CVP
100 W. Randolph, Ste. 6-600
Chicago, IL 60601

B. MAJOR CHANGES TO APPLICATION REVIEW CRITERIA

As a means of keeping pace with industry standards and reducing reviewer-based scoring subjectivity DPIT engaged in a thorough review of its Sec. 5310 private non-profit competitive application scoring criteria following the 2013 awards cycle. Drawing from consultation with grantees, industry leading experts and a nationwide review of best practices, the following adjustments were made to review/scoring criteria:

Former Scoring Criteria		Revised Scoring Criteria	
Level of Existing Service As determined by reviewer's judgment	3.0 points	Level of Existing Services As determined by hours of operation compared to statewide applicant pool	4.0 points
Application Completeness As determined by reviewer's judgment and enclosure of required materials	3.0 points	N/A	N/A
Equipment Utilization As determined by VMTs per IDOT benchmarks	3.0 points	Equipment Utilization As determined by VMTs or number of one-way vehicle trips per day, compared to statewide applicant pool.	4.0 points
Administration/Fleet Control As determined by reviewer's judgment of application and enclosed materials	3.0 points	Asset Maintenance As determined by defined questions and reviewer's judgment of required materials	4.0 points
Vehicle Maintenance & Driver Training As determined by reviewer's judgment of application and enclosed materials	4.0 points	Management Capacity As determined by defined questions and reviewer's judgment of required materials and administrative review of applicant transportation budgets.	4.0 points
Coordination Efforts As determined by reviewer's judgment of application and enclosed materials	4.0 points	Coordination Efforts As determined by inclusion of required materials and local administrative review (see Sec. VII)	4.0 points
TOTAL	20 points	TOTAL	20 points

C. APPLICATION REVIEW PROCESS, CRITERIA, AND AWARD TIMELINE

When you e-mail your application to mike.healy@illinois.gov, and CC'ing your HSTP coordinator or MPO (see Appendix E) the CVP Section Chief will send a reply message acknowledging receipt. Your HSTP coordinator or MPO contact will review your application for required documents and contact you regarding any missing or supplemental information required for full review. **Any documents missing, delayed, or requiring authorizations must be provided within 30 days of the application deadline (May 30, 2014).** If missing documents are not received by this deadline, the application will be deemed incomplete and ineligible for consideration. The Division may require additional information during the full review. Only when all information needed for full evaluation has been received, will the full review be completed. When final review of the application is complete, the Division will make its award recommendation to the Secretary of Transportation. Following the Secretary's approval, vehicles will be ordered and grant contracts forwarded to you for signature. When both copies are returned, the agreement will be executed and dated at the Division. Only then can we deliver vehicles. The Division, on behalf of the grantees, develops the vehicle specifications, purchases the vehicles, and assures that the procurement conforms to all state and federal requirements. This constitutes the Consolidated Vehicle Procurement process.

Your projects will be judged on: consistency with program goals and objectives, meeting public or special transportation needs, demonstrated and anticipated use of project equipment, capacity to financially and administratively manage transportation projects, regional coordination efforts, ability to meet federal and state program requirements, and funding availability.

- If your request is for new service, the application must demonstrate a recognizable effort to create all necessary documentation as if it were for existing service. Reasonable estimates may be used for preliminary figures regarding materials such as planned hours of operation, budgets, etc. Please understand that estimates presented on this application will be used as performance benchmarks in future Sec. 5310 program reviews.

Acknowledgement of receipt ensures DPIT review of your application, though it does not ensure approval of the project. DPIT considers that the submission represents the applicant's intent to undertake or continue the proposed transportation project promptly, with the receipt of the approved vehicle.

All applications must be e-mailed to the CVP Program Manager (mike.healy@illinois.gov) by 11:59 p.m. on May 30, 2014. For applicants unable to submit their applications electronically, all physical applications must be postmarked by May 30, 2014.

The deadline for submitting missing documentation not submitted with original applications will be close of business on June 30, 2014.

ADDITIONAL GUIDANCE

If you have any questions or need additional information, contact:

Mike Healy
Section Chief - CVP
IDOT, Division of Public & Intermodal Transportation
J.R. Thompson center, 100 West Randolph
Suite 6-600
Chicago, IL 60601
Phone: 312-793-2184
E-mail: mike.healy@illinois.gov

D. 2014 CVP APPLICATION INFORMATIONAL MEETING

Through the Consolidated Vehicle Procurement (CVP) Program, the Illinois Department of Transportation, Division of Public & Intermodal Transportation (DPIT), makes grants to municipalities, mass transit districts, counties, and private or non-profit organizations for ramp and lift equipped paratransit vehicles. Funding for these grants comes from various sources, including Federal Transit Administrations (FTA) Sections 5309, 5310, 5311, 5316, and 5317 and 5339 funding programs, as well as state resources.

IDOT will hold two non-mandatory but very helpful informational meetings to help you prepare an application. One will be held in Springfield and one in Chicago. We strongly encourage attending this meeting to learn more about recent changes to the CVP application review and scoring process, as well as answer any questions unique to your agency. Even if you are a former applicant, there are new updates to the application. Each session will last approximately two and a half hours. Please attend the session more convenient for you.

When and Where:

CHICAGO*
March 11, 2014
10:00 AM – 12:30 PM
James R. Thompson Center
100 W. Randolph
Suite 9-031
Chicago, IL 60601

SPRINGFIELD
March 26, 2014
10:00 AM – 12:30 PM
Springfield Mass Transit District
928 S. 9th St.
Conference Room
Springfield, IL 62703

[Click Here to RSVP](#)

OR RSVP TO

Mike Healy
Section Chief - CVP
Phone: 312-793-2184
E-mail: mike.healy@illinois.gov

E. A NOTE ON EXPANSION OR NEW SERVICE

Many portions of this application inquire about current vehicle fleet and programs. For those proposing expanded or new service(s), we are aware that several documents, or data may not exist. For the purposes of this application please provide qualified estimates/projections for new or expanded service(s). This data will then be used as a benchmark for your agency in future program evaluation efforts.

EXPANSION Service = Your agency already provides transportation services, but seeks additional clients, territories or hours of operation

NEW Service = Your agency does not yet provide any transportation services.

SECTION II. APPLICANT INFORMATION

Date Submitted	
Applicant Information	
Legal Name	Shelby County
Mailing Address	Shelby County
	P. O. Box 230, Shelbyville IL 62565
County/Countries Served	Shelby, Montgomery, Fayette, Clay, Moultrie and Douglas
Contact Name and Title	Bruce Cannon
Phone (p) and Fax (f)	217/774-4421
Email	Bec9000@yahoo.com
HSTP Region (see Appendix E)	Region 8,9, and 10
Federal Tax ID number (FEIN)	E9-9932751
DUNS Number	025439811
Type of Applicant (Please Refer to the Table in Part I, A)	<input type="checkbox"/> PRIVATE NON PROFIT <input checked="" type="checkbox"/> SECTION 5311 GRANTEE <input type="checkbox"/> IDOT CERTIFIED PUBLIC BODY
For Vehicle Information/Issues	
Contact and Title	Dennis Shiley
Email	dshiley@cefseoc.org
Phone (p) and Fax (f)	217-342-2193 x161 -217/342-4701

All Applicants Must Answer These Questions:

Does A Minority Group Manage Your Organization Or Is Operation Minority Based?

☐ Yes ☒ No

Does Your Agency Provide Service To Minorities?

☒ Yes ☐ No

Does Your Application Have The Support Of Your Public Transportation Provider? *

☒ Yes ☐ No ☐ N/A

*For a searchable map & database of Illinois public transportation providers, please visit the IDOT/UIC TRANPRO Online Portal: <http://www.utc.uic.edu/tranpro/php/clickmap.php>.

By this application, it is the intent of Shelby County to request vehicle(s) through the State of Illinois' Consolidated Vehicle Procurement (CVP) program; and will meet all applicable state, federal and local acceptance, application and maintenance requirements. I certify that the information and statements provided in this application, and all supporting documents are correct and complete.


Signature of Authorized Representative
(As authorized by board resolution, see Appendix D)

May 14, 2014
Date


Print name of Authorized Official

Board Chairman
Title

SECTION III. VEHICLE REQUEST FORM & BUDGET

(TO BE COMPLETED BY ALL APPLICANTS)

Example:

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Requester	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract No.
1	MD	Replacement	MD	2005	187,000	2P4GP24B1VR220936	588
2	LD	Expansion					

Please fill out the below table to register your 2014 CVP vehicle request.
(Double-click the table to access)

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Request	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract No.
1st	MDL	Replacement -	MDL	1997	237,261	1FDLE40F6VHB47096	S-CAP-97-559-FEL
2nd	MDL	Replacement -	Other	1994	143,825	1FTJS34G1RHB78618	S-CAP-94-485-ILL
3rd	MDL	Replacement -	Other	1994	160,300	1FTJS34G0RHB78609	S-CAP-94-485-ILL
4th	MDL	Service Expansion					

Requested Vehicle Types and Descriptions (See Appendix F: CVP Vehicle Catalog)

- MV** - Mini-Van w/ramp (2 wheelchairs/5 passengers)
 - LDL** - Light Duty Paratransit w/lift (3 wheelchairs/ 12 passengers)
 - MDL** - Medium Duty Paratransit w/lift (5 wheelchairs/ 14 passengers)
 - SMD** - Super Medium Duty Paratransit w/lift (5 wheelchairs/ 26 pass.)
- Requires extensive justification. Drivers must have CDL

Vehicle Replacement Criteria

To be eligible for replacement, current vehicle must meet either Criteria 1 or Criteria 2 *at time of application*.

Type	Criteria 1	OR	Criteria 2
Autos/Mini-Vans/Raised Roof Vans	95,000 Miles	OR	5 yrs, in documented unsafe & poor operating condition
Light Duty Paratransit Vehicle	100,000 Miles	OR	7 yrs, in documented unsafe & poor operating condition
Medium Duty Paratransit/School Bus	120,000 Miles	OR	8 yrs, in documented unsafe & poor operating condition
Super Medium Duty Paratransit Vehicle (>16 passenger)	180,000 Miles	OR	9 yrs, in documented unsafe & poor operating condition
Heavy Duty Transit Vehicle (>30 pass)	280,000 Miles	OR	10 yrs, in documented unsafe & poor operating condition

If vehicle is eligible for replacement under Criteria 2, please provide documentation supporting reason(s) why the vehicle is in unsafe or poor condition, e.g., photos, receipts, repair estimates, etc. If a vehicle needing replacement did not reach the appropriate mileage criteria before becoming unsafe and/or inoperable, please provide a brief explanation as to why:

Not Applicable

A. PROJECT BUDGET (TO BE COMPLETED BY ALL APPLICANTS)

Example:

Vehicle Type	Passengers	No. of Vehicles Requested			Total Units	Unit Cost	Total Cost
		Replacement	Expansion	New Service			
Minivan	6	1			1	\$ 41,000	\$ 41,000
Light Duty	12		2		2	\$ 57,000	\$ 114,000
Medium Duty	14			3	3	\$ 63,000	\$ 189,000
Super-Medium Duty	26				0	\$ 100,000	\$ -
Total 2014 CVP Request		1	2	3	6	\$	344,000

Please enter your vehicle requests into the **blank/white cells below** and make note of your 2014 CVP budget request (*Double-click the table to access*).

Vehicle Type	Passengers	No. of Vehicles Requested			Total Units	Unit Cost	Total Cost
		Replacement	Expansion	New Service			
Minivan	6				0	\$ 41,000	\$ -
Light Duty	12				0	\$ 57,000	\$ -
Medium Duty	14	3	1		4	\$ 63,000	\$ 252,000
Super-Medium Duty	26				0	\$ 100,000	\$ -
Total 2014 CVP Request		3	1	0	4	\$	252,000

***Note: All sections below were removed since Shelby County is a Section 5311 grantee, and CIPT is a 5311 operator.**

(TO BE COMPLETED BY PRIVATE NON-PROFIT APPLICANTS ONLY)

- A. PROJECT JUSTIFICATION**
- B. CURRENT PARATRANSIT VEHICLE INVENTORY**

GEOGRAPHIC AREA SERVED

SECTION IV. LEVEL OF CURRENT SERVICE & EQUIPMENT UTILIZATION

SECTION V. ASSET CONTROL & MAINTENANCE

SECTION VI. MANAGEMENT CAPACITY

***Note: All sections below were removed since Shelby County is a Section 5311 grantee, and CIPT is a 5311 operator.**

(TO BE COMPLETED BY PRIVATE NON-PROFIT APPLICANTS ONLY)

- A. PROJECT JUSTIFICATION**
- B. CURRENT PARATRANSIT VEHICLE INVENTORY**

GEOGRAPHIC AREA SERVED

SECTION IV. LEVEL OF CURRENT SERVICE & EQUIPMENT UTILIZATION

SECTION V. ASSET CONTROL & MAINTENANCE

SECTION VI. MANAGEMENT CAPACITY

Appendix A

Illinois Department of Transportation ("IDOT") and Federal Transit Administration ("FTA") Assistance Programs 2013 Joint Certifications And Assurances

This section is to be completed by all Non-Profit and IDOT Certified Public Body Applicants. By signing the attached Appendix A – Page 2 and Appendix C (Opinion of Counsel), the Applicant agrees to comply with the following applicable requirements (attached) of IDOT and FTA Assurance Programs Joint Certifications and Assurances for Grantees:

Group#	Description	Public Bodies	Not for Profit
01.	Required Certifications and Assurances for Each Applicant.	X	X
02.	Lobbying.	X	X
03.	Private Sector Protections.	X	N/A
04.	Procurement and Procurement System.	X	Performed by IDOT
05.	Rolling Stock Reviews and Bus Testing.	Performed by IDOT	Performed by IDOT
06.	Demand Responsive Service.	X	N/A
07.	Intelligent Transportation Systems.	N/A	N/A
08.	Interest and Finance Costs and Leasing Costs.	N/A	N/A
09.	Transit Asset Management and Agency Safety Plans.	X	Performed by IDOT
10.	Alcohol and Controlled Substances Testing.	X	X
11.	Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	N/A	N/A
12.	State of Good Repair Program.	X	N/A
13.	Fixed Guideway Modernization Grant Program.	N/A	N/A
14.	Bus/Bus Facilities Programs.	X	N/A
15.	Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.	X	N/A
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	X	X
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	X	N/A
18.	Public Transportation on Indian Reservations and "Tribal Transit	N/A	N/A
19.	Low or No Emission/Clean Fuels Grant Programs.	N/A	N/A
20.	Paul S Sarbanes Transit in Parks Program.	N/A	N/A
21.	State Safety Oversight Program.	N/A	N/A
22.	Public Transportation Emergency Relief Program.	N/A	N/A
23.	Expedited Project Delivery Pilot Program.	N/A	N/A
24.	Infrastructure Finance Programs.	N/A	N/A

Joint Certification and Assurances for IDOT & FTA Programs Authorization

Please Print or Type: Name of Applicant/Agency:
SHELBY COUNTY

Name and Relationship of Board Authorized Representative:
BRUCE CANNON, SHELBY COUNTY BOARD CHAIRMAN

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all State and Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) and/or the Illinois Department of Transportation (IDOT) in Federal Fiscal Year 2013.

IDOT and the FTA intend that the certifications and assurances in should apply to each project for which the Applicant seeks now, or may later seek, FTA or IDOT assistance during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document, and any other submission made to FTA or IDOT, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801, *et seq.*, and implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. part 31 apply to any certification, assurance or submission made to IDOT or FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any program administered by FTA or IDOT.

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

May 14, 2014

Date:


Authorized Representative of Applicant

Affirmation Of Applicant's Attorney

For
SHELBY COUNTY

(Name of Applicant)

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

I further affirm to the Applicant tat, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.


Signature

5-14-14
Date

GINA VONDERHEIDE

Attorney for Applicant

PREFACE

IDOT requests that you read each Certification and Assurance and select those that will apply to all Projects for which might seek FTA funding. Only if you select adequate Certifications and Assurances on your Applicant's behalf, as required by Federal law or regulation, may IDOT award Federal funding for your Applicant's Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the assurances in Group 01. If the Applicant requests more than \$100,000, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. The Applicant may need to select some of the Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all Groups of Certifications and Assurances applicable to all our programs. IDOT understand and agree that not every provision of these twenty-four (24) Certifications and Assurances will apply to every Applicant or every Project FTA funds. The type of Project and Applicant will determine which Certifications and Assurances apply. Please utilize the table prior to this section for more guidance on certifications.

The Applicant also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply to your Applicant or its Project. Our FTA Master Agreement MA(19) for Federal FY 2013, <http://www.fta.dot.gov/documents/19-Master.pdf>, contains a list of most of those requirements.

The Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in the Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

A. Assurance of Authority of the Applicant and Its Representative.

On behalf of your Applicant, you certify that both you and your Applicant's attorney who sign these Certifications, Assurances, and Agreements affirm that both your Applicant and you, as its authorized representative, may undertake the following activities on behalf of your Applicant, in compliance with applicable State, local, or Indian tribal laws and regulations, and your Applicant's by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

B. Standard Assurances.

On behalf of your Applicant, you assure that your Applicant understands and agrees to the following:

1. Your Applicant will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. Your Applicant is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement,
3. Your Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation,
4. Your Applicant understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting your Applicant or its Project,
5. Your Applicant agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, your Applicant agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:

- a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year will apply to:
 - (1) New grants and cooperative agreements, and
 - (2) New amendments to grants and cooperative agreements that:
 - (a) Have been awarded Federal funds made available or appropriated for FY 2012 or the previous fiscal year, or
 - (b) May be awarded Federal funds appropriated for FY 2012 or the previous fiscal year, but
- b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds made available or appropriated for FY 2012 or a previous fiscal year, and
- c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
 - (1) Metropolitan and Statewide Planning, (2) Environmental Review Process,
 - (3) Agency Safety Plans,
 - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
 - (5) Costs Incurred by Providers of Public Transportation by Vanpool, (6) Revenue Bonds as Local Match,
 - (7) Debt Service Reserve,
 - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance, (9) Private Sector Participation,
 - (10) Bus Testing, (11) Buy America,
 - (12) Corridor Preservation, (13) Rail Car Procurements,
 - (14) Veterans Preference/Employment,
 - (15) Alcohol and Controlled Substance Testing, and
 - (16) Other provisions as FTA may determine.

(See the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.)

C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available or appropriated for FTA's Public Transportation on Indian Reservations Program authorized by 49 U.S.C. 5311(c)(1), as amended by MAP-21 or to FTA's Tribal Transit Program authorized by former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)

To facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, as required by those regulations.

D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. Your Applicant will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:
 - a. Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,

2. Your Applicant will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
 - a. Your Applicant will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner: (1) It conducts each Project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates its Project facilities, including: (a) Its entire facilities, and
 - (b) Its facilities operated in connection with its Project,
 - b. This assurance applies to your Applicant's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
 - c. Your Applicant will promptly take the necessary actions to carry out this assurance, including:
 - (1) Notifying the public that discrimination complaints about transportation- related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
 - d. If your Applicant transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the Federal funding is extended, and
 - (2) While the property is used for another purpose involving the provision of similar services or benefits,
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) This assurance,
 - f. Your Applicant will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,
 - g. Your Applicant will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
 - h. Your Applicant will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including:
 - (1) Any Subrecipient, (2) Any Transferee,
 - (3) Any Third Party Contractor or Subcontractor at any tier, (4) Any Successor in Interest,
 - (5) Any Lessee, or
 - (6) Any other Third Party Participant in its Project,
 - i. Your Applicant will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including: (1) Each subagreement,
 - (2) Each property transfer agreement,
 - (3) Each third party contract or subcontract at any tier,
 - (4) Each lease, or
 - (5) Each participation agreement, and
 - j. The assurances you have made on behalf of your Applicant will remain in effect as long as:
 - (1) Federal funding is extended to your Applicant's Project,
 - (2) Your Applicant's Project property is used for a purpose for which the Federal funding is extended,
 - (3) Your Applicant's Project property is used for a purpose involving the provision of similar services or benefits, or
 - (4) Your Applicant retains ownership or possession of its Project property, and
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, you assure that:
 - a. Your Applicant will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment, (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in or obtain any benefit from any FTA administered program, and
 - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:

- (1) Excluded from participation, (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. Your Applicant will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of your knowledge and belief, and your Applicant's knowledge and belief, that your Applicant's Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment, (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Your Applicant's management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. Your Applicant is 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 listed in the preceding Section 1.b of this Certification, d. Your Applicant has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, your Applicant receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, your Applicant will promptly provide that information to FTA,
 - f. Your Applicant will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000, (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. Your Applicant will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in your Applicant's federally funded Project,
 - (b) Suspended from participation in your Applicant's federally funded Project,
 - (c) Proposed for debarment from participation in your Applicant's federally funded Project,
 - (d) Declared ineligible to participate in your Applicant's federally funded Project,
 - (e) Voluntarily excluded from participation in your Applicant's federally funded Project, or
 - (f) Disqualified from participation in your Applicant's federally funded Project, and
3. Your Applicant will provide a written explanation as indicated on its Signature Page or a page attached in FTA's TEAM-Web if it or any of its principals, including any of its first tier Subrecipients or any of its Third Party Participants at a lower tier, is unable to certify compliance with to the preceding statements in this Certification 01.E.

F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. **Administrative Activities.** On behalf of your Applicant, you assure that:
 - a. For every project described in any application your Applicant submits, your Applicant has adequate resources to properly plan, manage, and complete its Project, including:
 - (1) The legal authority to apply for Federal funding, (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-Federal share of Project cost),
 - b. Your Applicant will give limited access and the right to examine Project- related materials, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) If appropriate, the State, through any authorized representative,
 - c. Your Applicant will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
 - d. Your Applicant will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest, or personal gain, or
 - (2) The appearance of a personal or organizational conflict of interest or personal gain.
2. **Project Specifics.** On behalf of your Applicant, you assure that:
 - a. Following receipt of an FTA award, your Applicant will begin and complete Project work within the time periods that apply, b. For FTA funded construction Projects:
 - (1) Your Applicant will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) Your Applicant will, to the extent practicable, provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) Your Applicant will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
 - (4) To the extent FTA requires, your Applicant will record the Federal interest in the title to FTA funded real property or interests in real property, and
 - (5) To the extent practicable, absent permission and instructions from FTA, your Applicant will not alter the site of the FTA funded construction Project or facilities by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
 - c. Your Applicant will furnish progress reports and other information as FTA or the State may require.
3. **Statutory and Regulatory requirements.** On behalf of your Applicant, you assure that:
 - a. Your Applicant will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
 - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
 - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
 - (9) The confidentiality requirements for the records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and

- (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and the MAP-21 amendment to 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, your Applicant will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and:
- (1) Your Applicant has the necessary legal authority under State and local laws and regulations to comply with:
- (a) The Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (2) Your Applicant has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations, because:
- (a) Your Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, your Applicant will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded Project, of:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, your Applicant will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
 - 1 Families and individuals, and
 - 2 Partnerships, corporations, or associations,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, your Applicant will make available comparable replacement dwellings to families and individuals, (e) Your Applicant will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) Your Applicant will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652 to the greatest extent practicable under State law,
 - (g) Your Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
 - (h) Your Applicant will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding,
 - (i) Your Applicant will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) Your Applicant will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
 - (k) Your Applicant will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. To the extent practicable, your Applicant will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. Your Applicant will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
- (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, e. Your Applicant will, to the extent practicable, comply with the labor standards and protections for federally funded Projects of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. Your Applicant will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:

- (l) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
- (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
- (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
- (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
- (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
- (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544, (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project as required by 49 U.S.C. 303(b) and 303(c),
- (10) Complying with the protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, complying with the following Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, obtaining a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
- i. To the extent practicable, complying with, and assuring its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
 - (1) Participating in the Federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. To the extent practicable, complying with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. 5323(l)(2), as amended by MAP-21, and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding made available or authorized for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply, k. Performing the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
 - (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
 - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and

- I. To the extent practicable, complying with all the provisions of all other Federal laws or regulations that apply, and follow Federal guidance governing your Applicant and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Except if your Applicant is an Indian Tribe exempted from these requirements by 31 U.S.C. 1352, you must select the Certification in Group 02 if your Applicant seeks:

- ☐ A Federal grant or cooperative agreement exceeding \$100,000, or
- ☐ A Federal loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000.

Your Applicant is ultimately responsible for compliance with the Certification and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, FTA may not provide funding for your Applicant's Project for which Group 02 applies unless you select the Certification in Group 02 on behalf of your Applicant. Any provision of the Certification in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to your Applicant's requests:
 - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
 - b. Your Certification on behalf of your Applicant applies to the lobbying activities of:
 - (1) Your Applicant,
 - (2) Your Applicant's Principals, and
 - (3) Your Applicant's Subrecipients at the first tier,
 2. To the best of your knowledge and belief:
 - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a: (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
 - b. Your Applicant will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a: (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a: (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
- c. Your Applicant will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to: (1) Subcontracts,
- (2) Subgrants,
- (3) Subagreements, and
- (4) Third party contracts under a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal government relies on, and
 - b. Your Applicant must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. Your Applicant also understands that any person who does not file a required Certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PRIVATE SECTOR PROTECTIONS.

You must select the Assurance and enter into the Agreements in Group 03 on behalf of your Applicant if your Applicant intends to acquire public transportation property or operate public transportation supported with FTA capital or operating funds, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project that involves the acquisition of public transportation property or operations of public transportation that affect your Applicant's acquisitions or operations, you must select the Assurance in Group 03.A and enter into the Agreements in Group 03.B and Group 03.C on behalf of your Applicant. Any provision of the Assurance and Agreements in Group 03 that does not apply will not be enforced.

A. Private Sector Property Protections.

For FTA to make the findings necessary to protect private transportation providers, as required by 49 U.S.C. 5323(a)(1), you must select the Assurances in Group 03.A on behalf of your Applicant:

- 1. If your Applicant is a:*
 - a. State,*
 - b. Local government, or*
 - c. Indian tribal government, and*
- 2. If you are applying for or will apply on your Applicant's behalf for 49 U.S.C. chapter 53 funding to:*
 - a. Acquire the property of a private transit operator, or*
 - b. Operate public transportation in competition with or in addition to a public transportation operator.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

- 1. Your Applicant has or will have:*
 - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,*
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and*
 - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and*
- 2. Your Applicant has completed the actions described in subsection 1 of this Certification before it:*
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or*
 - b. Operates public transportation equipment or facilities:*
 - (1) In competition with transportation service provided by an existing public transportation operator, or*
 - (2) In addition to transportation service provided by an existing public transportation operator.*

B. Charter Service Agreement.

You must enter into the Charter Service Agreement in Group 03.B on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

- 1. General Requirements. FTA's "Charter Service" regulations apply as follows:*
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by FTA recipients for transportation Projects with Federal funding derived from:*
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or*
 - (2) 23 U.S.C. 133 or 142,*
 - b. FTA's charter service restrictions extend to:*
 - (1) Your Applicant, when it becomes a recipient of Federal funding authorized for or made available for:*
 - (a) Federal transit laws, 49 U.S.C. chapter 53, or*
 - (b) 23 U.S.C. 133 or 142,*

- (2) Any Third Party Participant that receives Federal funding derived from: (a) Federal transit laws, 49 U.S.C. chapter 53, or
 - (b) 23 U.S.C. 133 or 142,
- c. A Third Party Participant includes any: (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any Tier, and
 - (4) Other Third Party Participant in your Applicant's Project,
- d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives FTA funding made available or authorized for your Applicant's Project will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
 - (3) Any other Federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing,
- e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding made available or authorized for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating your Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring Your Applicant or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
 - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply, and
- 2. Exceptions. Apart from exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5307 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that your Applicant uses that FTA funding for program purposes only,
 - b. FTA's Charter Service restrictions do not apply to your Applicant seeking funding made available or appropriated for 49 U.S.C. 5310 to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided your Applicant uses that FTA funding for program purposes only, and
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that recipient provides a private intercity or charter transportation operator reasonable access to that recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. 5323(r), as amended by MAP-21.

C. School Bus Agreement.

You must enter into the School Bus Agreement in Group 03.C on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(f) and (g), as amended by MAP-21, and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21, on behalf of your Applicant, you are entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations (as defined in the FTA regulations) using facilities and equipment acquired with Federal funding derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53, or b. 23 U.S.C. 133 or 142,

2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a recipient of Federal funding made available or authorized for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. 133 or 142,
 - b. Any Third Party Participant that receives Federal funding derived from: (1) Federal transit laws, 49 U.S.C. chapter 53, or
 - (2) 23 U.S.C. 133 or 142,
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier, b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g), as amended by MAP-21,
 - b. FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), as amended by MAP-21,
 - c. Any other Federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that FTA will bar your Applicant or any Third Party Participant that has violated this School Bus Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

GROUP 04. PROCUREMENT AND PROCUREMENT SYSTEM.

We request that you select the Procurement and Procurement System Certification, on behalf of your Applicant, by selecting the Certification in Group 04, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 04 that does not apply will not be enforced.

On behalf of your Applicant, you certify that your Applicant's procurements and procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

You must select the Certifications in Group 05 on behalf of your Applicant if your Applicant, using FTA funds, intends to acquire:

- ☐ Rolling stock for use in revenue service. or
- ☐ A new bus model.

The Certifications in Group 05 are required for such acquisitions listed above regardless of whether the FTA funds used were made available or appropriated for:

- ☐ 49 U.S.C. chapter 53, as amended by MAP-21, or
- ☐ Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to acquire rolling stock or a new bus model, you must select the Certifications in Group 05 on behalf of your Applicant. Any provision of the Certifications in Group 05 that does not apply will not be enforced.

A. Rolling Stock Reviews.

(If your Applicant seeks FTA funding for rolling stock for use in revenue service.)

On behalf of your Applicant, you certify that in procuring revenue service rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
 - b. Your Applicant will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

B. Bus Testing.

(If your Applicant seeks FTA funding to acquire a new bus model.)

On behalf of your Applicant, you certify that:

1. Because the MAP-21 cross-cutting requirement "Bus Testing" applies to all acquisitions of new buses and new bus models that require bus testing, your Applicant will comply with:
 - a. 49 U.S.C. 5318, as amended by MAP-21, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318, as amended by MAP-21,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. Your Applicant will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
 - (1) The bus has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus model, and
 - b. Your Applicant will not authorize final acceptance of the bus until: (1) The bus has been tested at FTA's bus testing facility,
 - (2) It has received a copy of the test report prepared on that new bus model,
3. Your Applicant will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
 - a. Performance standards for: (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance), (4) Structural integrity,
 - (5) Fuel economy, (6) Emissions,
 - and (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. 5329, as amended by MAP-21, and
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), as amended by MAP-21, your Applicant will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established under 49 U.S.C. 5318(e)(2), as amended by MAP-21.

GROUP 06. DEMAND RESPONSIVE SERVICE.

You must select the Certification in Group 06 on behalf of your Applicant if your Applicant is a public entity, operates demand responsive service and intends to use FTA funding to acquire a non-rail vehicle that is not accessible, but financed with FTA funds made available or appropriated for:

- ☐ 49 U.S.C. chapter 53, as amended by MAP-21, or
- ☐ Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to acquire a non-rail transit vehicle that is not accessible, you must select the Certification in Group 06 on behalf of your Applicant. Any provision of the Certification in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities, and
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to: (1) Response time, (2) Fares, (3) Geographic service area, (4) Hours and days of service, (5) Restrictions on priorities based on trip purpose, (6) Availability of information and reservation capability, and (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

You must select the Assurance in Group 07 on behalf of your Applicant if your Applicant applies for Federal funding to support:

- ☐ *An Intelligent Transportation Systems (ITS) Project, or*
- ☐ *A Project in support of an ITS Project.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project to support an ITS Project or a Project that supports an ITS project, you must select the Assurances in Group 07 on behalf of your Applicant. Any provision of the Assurance in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you assure that:

1. 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," and
2. As provided in 23 U.S.C. 517(d), any ITS Project your Applicant undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy intelligent transportation systems, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless your Applicant obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND LEASING COSTS.

You must select the Certifications in Group 08 on behalf of your Applicant if your Applicant's Project involves interest, financing or leasing costs supported with FTA funds made available or appropriated for:

- ☐ *49 U.S.C. chapter 53, as amended by MAP-21, or*
- ☐ *Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take

appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant. Except as FTA determines otherwise in writing, before FTA may provide funding for the interest, financing or leasing costs that are a part of or connected with your Applicant's Project, you must select the Certifications in Group 08 on behalf of your Applicant. Any provision of the Certifications in Group 08 that does not apply will not be enforced.

A. Interest and Financing Costs.

You must select the Certification in Group 08.A if your Applicant intends to reimburse interest or other financing costs for Projects funded by the Urbanized Area Formula Program, Fixed Guideway Capital Investment Program, or the New Starts or Small Starts Program within the Capital Investment Program.

On behalf of your Applicant, you certify that:

1. Your Applicant will not seek reimbursement for interest or other financing costs unless:
 - a. It is eligible to receive Federal funding for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. Your Applicant will comply with the same favorable financing cost provisions for:
 - a. Urbanized Area Formula Projects funded by MAP-21 or previous FTA enabling legislation,
 - b. Projects under Full Funding Grant Agreements funded by MAP-21 or previous FTA enabling legislation,
 - c. Projects with Early Systems Work Agreements funded by MAP-21 or previous FTA enabling legislation,
 - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
 - e. State of Good Repair Projects funded by MAP-21,
 - f. Bus and Bus Facilities Projects funded by MAP-21, and
 - g. Low or No Emission Vehicle Development Projects funded by MAP-21.

B. Acquisition of Capital Assets by Lease.

You must select the Certification in Group 08.B if your Applicant intends to use FTA funding to acquire capital assets through a lease.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding authorized under 49 U.S.C. chapter 53:

1. Your Applicant will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
 - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
 - b. It completes these calculations before the later of:
 - (1) Entering into the lease, or
 - (2) Receiving a capital grant for the asset, and
2. Your Applicant will not enter into a capital lease for which FTA can provide only incremental Federal funding unless your Applicant has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT AND AGENCY SAFETY PLANS.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 09 on behalf of your Applicant if your Applicant seeks FTA funds made available or appropriated for:

- ☐ 49 U.S.C. chapter 53, as amended by MAP-21, or
- ☐ Former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, including:
 - ☐ Transit Asset Management Provisions (and Asset Inventory and Condition Reporting), and
 - ☐ Agency Safety Plans.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's

Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding made available or appropriated for 49 U.S.C. chapter 53, you must select the Certifications in Group 09 on behalf of your Applicant. Any provision of the Certifications in Group 09 that does not apply will not be enforced.

A. Transit Asset Management Plan.

You must select the Certification in Group 09.A on behalf of your Applicant if your Applicant applies, as a direct Recipient, of funding made available or appropriated for 49 U.S.C. chapter 53, as amended by MAP-21 or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded MAP-21 cross-cutting requirement, "Transit Asset Management Provisions (and Asset Inventory and Condition Reporting)" instead.

On behalf of your Applicant, you certify that your Applicant will comply, and each Subrecipient will:

1. Follow Federal guidance issued that implements transit asset management system provisions of 49 U.S.C. 5326, as amended by MAP-21, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations that implement the transit asset management system required by 49 U.S.C. 5326, as amended by MAP-21, after those regulations have been issued as required by 49 U.S.C. 5326(e), as amended by MAP-21.

B. Public Transportation Agency Safety Plan.

You must select the Certification in Group 09.B on behalf of your Applicant if your Applicant is a State government, local government, or any other operator of a public transportation system and seeks funding made available or appropriated for

49 U.S.C. chapter 53, as amended by MAP-21, or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded by the MAP-21 cross-cutting requirement, "Agency Safety Plans."

On behalf of your Applicant, you certify that your Applicant will:

1. Follow Federal guidance issued that implements the safety plan provisions of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations that implement the safety plan requirements of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, after within one year after FTA has issued that plan as required by 49 U.S.C. 5329(b), as amended by MAP-21.

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

Except as FTA determines otherwise in writing, you must select the Certification in Group 10 on behalf of your Applicant if your Applicant is required to comply with the alcohol and controlled substance testing requirements of:

- ☐ 49 U.S.C. 5331, as amended by MAP-21, or
- ☐ Former 49 U.S.C. 5331 in effect in FY 2012 or a previous fiscal year, except as superseded instead by the MAP-21 cross-cutting requirement, "Alcohol and Controlled Substance Testing."

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's Project, you must select the Certification in Group 10 on behalf of your Applicant. Any provision of the Certification that does not apply will not be enforced.

As required by 49 U.S.C. 5331, as amended by MAP-21, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, on behalf of your Applicant, you certify that:

1. Your Applicant has established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program,

2. Your Applicant has complied with or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, as amended by MAP-21, and
3. Further, should your Applicant reside in a State that permits marijuana use for medical or recreational purposes, your Applicant has complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certification in Group 11 is in addition to other Certifications and Assurances listed previously that are required for the New Starts, Small Starts, or Core Capacity Programs within the MAP-21 Fixed Guideway Capital Investment Program and also for the Capital Investment Program financed with funds made available or appropriated for former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certification in Group 11 on behalf of your Applicant if your Applicant seeks financing for its:

- ☐ *Fixed Guideway Capital Investment Program Project financed with funds made available or appropriated for 49 U.S.C. 5309, as amended by MAP-21, or*
- ☐ *Capital Investment Project financed with funds made available or appropriated for former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead.*

FTA has determined that MAP-21 requirements will apply to all funding for New Starts, Small Starts, or Core Capacity projects irrespective of whether they are financed with MAP-21 funds or funds made available or appropriated for FY 2012 or a previous fiscal year. Except as FTA determines otherwise in writing, before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project, you must select the Certification in Group 11 on behalf of your Applicant. Any provision of the Certification in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Although 49 U.S.C. 5337, as amended by MAP-21, did not require special Certifications and Assurances for the State of Good Repair Program, other Certifications and Assurances within Appendix A to this Notice are required for State of Good Repair Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take the

appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Therefore, we encourage you to select the Certification in Group 12 if your Applicant seeks State of Good Repair Program funding authorized by 49 U.S.C. 5337, as amended by MAP-21.

On behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

The Certification in Group 13 is in addition to other Certifications and Assurances listed previously that are required for Fixed Guideway Modernization Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 13 on behalf of your Applicant if your Applicant seeks funding for its Fixed Guideway Modernization Project under 49 U.S.C. 5309(b)(2) in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certification in Group 13 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certification in Group 13 that does not apply will not be enforced.

The following Certifications for Fixed Guideway Modernization Grant Program funding are required by former 49 U.S.C. 5309(c)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in

writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21.

GROUP 14. BUS AND BUS FACILITIES PROGRAMS.

The Certifications in Group 14A are in addition to other Certifications and Assurances listed previously that are required for Bus and Bus Facilities Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 14, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *Bus and Bus Facilities Formula Grant Program financed with funds made available or appropriated for 49 U.S.C. 5339, as amended by MAP-21, or*
- ☐ *Bus and Bus Related Equipment and Facilities Project financed with funds made available or appropriated for former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These two programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5339, as amended by MAP-21, or former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, you should provide the two subgroups of Certifications in Group 14, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

Before FTA may provide funding made available or appropriated for your Applicant's Project, on behalf of your Applicant, you must have selected the Certifications in Group 14 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 14 that does not apply will not be enforced.

A. Bus and Bus Facilities Formula Grants Program

You must select the Certification in Group 14.A if your Applicant seeks funding for its Bus or Bus Facilities Formula Project financed with funds made available or appropriated for 49 U.S.C. 5339, as amended by MAP-21.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), as amended by MAP-21, which states that "The requirements of section 5307 apply to recipients of grants made under this section." Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,

- d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
- 2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. Your Applicant will maintain its Project equipment and facilities adequately,
- 4. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, as amended by MAP-21, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- 5. When carrying out a procurement under 49 U.S.C.5339, as amended by MAP-21, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, as amended by MAP-21, and
 - b. Third party procurement requirements of 49 U.S.C. 5325, as amended by MAP-21,
- 6. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5339,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. Has made or will make the final Program of Projects available to the public,
- 7. As required by 49 U.S.C. 5307(d), as amended by MAP-21, your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
- 8. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
- 9. Your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
- 10. Your Applicant will comply with requirements for Public Transportation Agency Safety Plan requirements of 49 U.S.C. 5329, as amended by MAP-21.

B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

You must select the Certification in Group 14.B if your Applicant seeks funding for its Bus or Bus Related Equipment and Facilities Project financed with funds made available or appropriated for former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year. In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Except as FTA determines otherwise in writing, you must select the Certification in Group 14.B on behalf of your Applicant if your Applicant seeks funding for its discretionary Bus and Bus Related Equipment and Facilities Project. Before FTA may provide funding made available or appropriated for the discretionary Bus and Bus Related Equipment and Facilities Program, on behalf of your Applicant:

- ☐ In FY 2013, you must have selected the Certifications and Assurances required by former 49 U.S.C. 5307(d)(1)(A) – (C) and (H) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, or
- ☐ You must have selected the Certification in Group 14.B.

Any provision of the Certification in Group 14.B that does not apply will not be enforced.

The following Certification for discretionary Bus and Bus Related Equipment and Facilities Grant Program funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c.
 - Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately, and
4. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21.

GROUP 15. URBANIZED AREA FORMULA GRANT PROGRAMS AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are in addition to other Certifications and Assurances listed previously that are required for the Urbanized Area Formula Grants Programs or Job Access and Reverse Commute (JARC) Formula Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 15, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for JARC Projects and Project Activities,
- ☐ Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, or
- ☐ Job Access and Reverse Commute Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year.

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5307 or former 49 U.S.C. 5316, you should provide the three subgroups of Certifications in Group 15, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in

Group 15 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 15 that does not apply will not be enforced.

A. Urbanized Area Formula Program under MAP-21.

You must select the Certification in Group 15.A if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for 49 U.S.C. 5307, as amended by MAP-21.

The following Certification for the Urbanized Area Formula Program funding made available or appropriated for MAP-21 are required by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c.
 - Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, as amended by MAP-21, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, as amended by MAP-21, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, and b. Third party procurement requirements of 49 U.S.C. 5325,
6. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), as amended by MAP-21, your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H) and 49 U.S.C. 5309(c)(2), as amended by MAP-21, your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,

9. As required by 49 U.S.C. 5307(c)(1)(I), as amended by MAP-21, your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
 - a. Your Applicant will ensure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area is spent for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
 - b. The Designated Recipients in your Applicant's urbanized area will certify that such expenditures for transportation security Projects are not necessary, (Information about the intentions of your Designated Recipients in the Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),
11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1), as amended by MAP-21, b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Associated Transit Improvement Projects or Project activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of funding that must be made available to them for Associated Transit Improvement Projects or Project activities, or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of your Applicant's Associated Transit Improvement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

B. Urbanized Area Formula Program Before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding for its Urbanized Area Formula Project financed with funds made available or appropriated for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any elderly individual,

- b. Any handicapped individual, as described in 49 CFR part 27,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
- a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - c. As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21, d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. As provided by MAP-21 cross-cutting requirements, your Applicant will comply with applicable railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - f. As required by the MAP cross-cutting requirement, "Veterans Preference/Employment," your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
6. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
- a. For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
 - (1) Has provided an adequate opportunity for public review and comment on its Project,
 - (2) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
 - (3) Has considered the economic, social, and environmental effects of the project, and
 - (4) Has found that the project is consistent with official plans for developing the community,
 - b. The notice of a hearing your Applicant published:
 - (1) Included a concise description of the proposed project, and
 - (2) Was published in a newspaper of general circulation in the geographic area the project will serve, and
 - c. Your Applicant's application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
 - (1) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), and
 - (2) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C).
7. Your Applicant:
- a. Has or will have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
 - b. Will provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
 - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
9. Your Applicant has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
- a. Your Applicant will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security Projects (limited to capital Projects if your Applicant serves an urbanized area with a population of 200,000 or more), including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
 - b. Your Applicant will certify that such expenditures for transportation security Projects are not necessary,

(Information about your Applicant's intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web),

11. If your Applicant serves an urbanized area with a population of at least 200,000 individuals:
 - a. Each fiscal year, your Applicant will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
 - b. Your Applicant will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year
 - (1) A list of its Transit Enhancement Project activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in your Applicant's urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of your Applicant or the Designated Recipients' Transit Enhancement Projects or Project activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. As required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

C. Job Access and Reverse Commute (JARC) Formula Grant Program.

You must select the Certification in Group 15.C if your Applicant seeks funding for its JARC Project financed with funds made available or appropriated for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year. In administering program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will make awards of JARC funding on a competitive basis following:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316, and
 - (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316,
 - b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis, c. As required by former 49 U.S.C. 5316:
 - (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed, coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public,
 - d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services,
 - e. Before using funds apportioned for projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
 - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for projects anywhere in the State, and
 - f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- a. Your Applicant has or will have, and will require each Subrecipient to have: (1) The legal capacity to carry out its proposed Projects, (2) The financial capacity to carry out its proposed Projects, (3) The technical capacity to carry out its proposed Projects, (4) The necessary capacity to carry out the safety aspects of its proposed Projects, and (5) The necessary capacity to carry out the security aspects of its proposed Projects,
- b. Your Applicant has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
- c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. Your Applicant will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare: (1) Any elderly individual, (2) Any handicapped individual, as described in 49 CFR part 27, (3) Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or (4) Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to:
 - (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a), and
 - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, former 49 U.S.C. 5307(c) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead:
 - (1) For a capital project that will substantially affect a community or the public transportation service of a community, your Applicant:
 - (a) Has provided an adequate opportunity for public review and comment on its Project,
 - (b) After providing notice, has held a public hearing on the project if the project affects significant economic, social, or environmental interests,
 - (c) Has considered the economic, social, and environmental effects of the project, and
 - (d) Has found that the project is consistent with official plans for developing the community,
 - (2) The notice of a hearing your Applicant published:
 - (a) Included a concise description of the proposed project, and
 - (b) Was published in a newspaper of general circulation in the geographic area the project will serve, and
 - (3) Your Applicant's application for a capital grant that will substantially affect a community, or the public transportation service of a community under former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year for a capital project described in paragraph (1) will include the following:
 - (a) A Certification that the applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C), as amended by MAP-21, and
 - (b) In the environmental record for the project, evidence that your Applicant has complied with the requirements of 49 U.S.C. 5323(b)(1)(C). g.

Your Applicant:

- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
- (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and

- (3) Will provide and, as necessary, will provide the local share funds when needed,
- h. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21,
- i. Your Applicant has or will have, and will require each Subrecipient to have a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and j. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with and, as necessary, will require each Subrecipient to comply with its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are in addition to other Certifications and Assurances listed previously that are required for Seniors/Elderly/Individuals with Disabilities or New Freedom Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 16, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project, financed or to be financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,*
- ☐ *Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, or*
- ☐ *New Freedom Project financed or to be financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These three programs have or will have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5310 or former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, you should provide the three subgroups of Certifications in Group 16, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable. Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 16 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 16 that does not apply will not be enforced.

A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

You must select the Certification in Group 16.A if your Applicant seeks funding for its Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Project financed with funds made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21.

1. The following Certification for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310, as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each of your Applicant's Subrecipients is: (1) A private nonprofit organization, or
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities; or

- (b) Certifies that there are no private nonprofit organizations readily available in the area to provide services authorized under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
- b. Your Applicant will comply with the following Project selection and planning requirements:
 - (1) The Projects your Applicant has selected or will select for funding made available or appropriated for 49 U.S.C. 5310, as amended by MAP-21, are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public; and
 - (3) To the maximum extent feasible, the services funded by 49 U.S.C. 5310, as amended by MAP-21, will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
- c. As required by 49 U.S.C. 5310(e)(2)(B), as amended by MAP-21, your Applicant certifies that if it allocates funds received under 49 U.S.C. 5310, as amended by MAP-21, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
- d. Your Applicant will transfer a facility or equipment financed with funding made available or appropriated for a grant under 49 U.S.C. 5310, as amended by MAP-21, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, as amended by MAP-21, only if:
 - (1) The recipient in possession of the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310, as amended by MAP-21, and
- e. The requirements of 49 U.S.C. 5307, as amended by MAP-21, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, as amended by MAP-21, and
- 2. FTA has determined certain requirements of 49 U.S.C. 5307, as amended by MAP-21, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), as amended by MAP-21, your Applicant certifies that:
 - a. Your Applicant has or will have, and will require each Subrecipient to have, the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects, (3)
 - Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your Applicant will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, your Applicant will, and will require each Subrecipient to:
 - (1) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, as amended by MAP-21, and
 - (2) Comply with the third party procurement requirements of 49 U.S.C. 5325, as amended by MAP-21, e.
- Your Applicant:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by 49 U.S.C. 5307(d), as amended by MAP-21,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources, except as permitted by 49 U.S.C. 5307(d), as amended by MAP-21, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each

Subrecipient to comply with:

- (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21, and
- g. To the extent applicable, your Applicant will comply with, and require its Subrecipients to comply with the requirements for a Public Transportation Agency Safety Plan provided by 49 U.S.C. 5329(d), as amended by MAP-21, to the extent FTA so requires.

B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

You must select the Certification in Group 16.B if your State Applicant seeks funding for its Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Project financed with funds made available or appropriated for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
 - a. Each of your State Applicant's Subrecipients is:
 - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
 - (a) Unavailable, (b) Insufficient, or (c) Inappropriate,
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that:
 - 1 There are not any nonprofit organizations readily available in the area to provide public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities, and
 - 2 When public transportation is:
 - a Insufficient,
 - b Inappropriate, or c Unavailable,
 - b. The Projects your State Applicant has selected or will select for funding made available or appropriated for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (1) Locally developed, and
 - (2) Coordinated,
 - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (1) Elderly Individuals,
 - (2) Individuals with disabilities,
 - (3) Representatives of public, private, and nonprofit transportation providers, (4) Representatives of human services providers, and
 - (5) Other members of the public,
 - d. To the maximum extent feasible, the services funded will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
 - e. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
 - f. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources, and
 - g. Your Applicant will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certification for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

- a. Your State Applicant and each of its Subrecipients have or will have the: (*) Legal capacity to carry out its proposed Projects, (2) Financial capacity to carry out its proposed Projects, (3) Technical capacity to carry out its proposed Projects, (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and (5) Necessary capacity to carry out the security aspects of its proposed Projects,
- b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
- c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead, your Applicant will, and will require each Subrecipient to, do the following:
 - (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) As provided by the MAP-21 cross-cutting requirement, "Buy America," comply with 49 U.S.C. 5323(j), as amended by MAP-21,
 - (4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - (6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your State Applicant:
 - (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead,
 - (2) Will provide and, as necessary, will require each Subrecipient to provide the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5307(e) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
 - (3) Will provide and, as necessary, will require each Subrecipient to provide the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

C. New Freedom Program.

You must select the Certification in Group 16.C if your Applicant seeks funding for its New Freedom Project financed with funds made available or appropriated for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

1. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will make awards of New Freedom funding on a competitive basis after conducting:
 - (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317, or

- (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317,
- b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
- c. Your Applicant will comply with the following Project selection and planning requirements:
- (1) The projects your Applicant has selected or will select for funding made available or appropriated for that program were derived from a public transit-human services transportation plan that has been: (a) Locally developed, and
(b) Coordinated,
- (2) That locally developed and coordinated plan was produced through a process that included:
- (a) Representatives of public, private, and nonprofit transportation providers,
(b) Representatives of public, private, and nonprofit human services providers, and
(c) Participation by the public,
- d. Before your Applicant transfers funds to a project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
- (1) The funding to be transferred may be made available only to projects eligible for funding made available or appropriated for former 49 U.S.C. 5317, and
(2) The Applicant will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,
- e. Your Applicant may transfer funds to another Subrecipient only if it has consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount originally was awarded, as provided by former 49 U.S.C. 5317, and
- f. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certification for the New Freedom Program is required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. Your Applicant has or will have, and will require each Subrecipient to have, the:
- (1) Legal capacity to carry out its proposed Projects,
(2) Financial capacity to carry out its proposed Projects, (3)
Technical capacity to carry out its proposed Projects,
(4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
(5) Necessary capacity to carry out the security aspects of its proposed Projects,
- b. Your Applicant has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
- c. Your Applicant will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year superseded by MAP-21 cross cutting requirements that apply, your Applicant will, and will require each Subrecipient to do the following:
- (1) Use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
(2) Not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
(3) As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21,
(4) Comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
(5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
(6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your Applicant:
- (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that may apply instead,

- (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from approved non-Federal sources except as permitted by former 49 U.S.C. 5317(g) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead, and
- (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
- f. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- g. To the extent applicable, as required by the MAP-21 cross-cutting requirement, "Agency Safety Plans," your Applicant will comply with and, as necessary, will require each Subrecipient to comply with, its Public Transportation Agency Safety Plan, as required by 49 U.S.C. 5329, as amended by MAP-21.

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications and Assurances in Group 17 are in addition to other Certifications and Assurances listed previously that are required for Rural/Other Than Urbanized Areas/Appalachian Development/or Over-the-Road Bus Accessibility Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications and Assurances in Group 17, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *Formula Grants for Rural Areas Project financed with funding made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21,
(Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available or appropriated for 49 U.S.C. 5311(c))(1), as amended by MAP-21.)*
- ☐ *Formula Grants for Other Than Urbanized Areas Project financed with funding made available or appropriated for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year,
☐ *Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for "Tribal Transit" Project financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.**
- ☐ *Appalachian Development Public Transportation Assistance Project financed with funding made available or appropriated for 49 U.S.C. 5311(c)(2), as amended by MAP-21, or*
- ☐ *Over-the-Road Bus Accessibility Project financed with funding made available or appropriated for section 3038 of TEA-21, as amended by section 3039 of SAFETEA- LU, 49 U.S.C. 5310 note.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

These four programs have or are likely to have funding available during FY 2013. Accordingly, if your Applicant seeks funding made available or authorized by 49 U.S.C. 5311 or former section 3038 of TEA-21, you should provide these Certifications in Group 17, on behalf of your Applicant, to assure that FTA can select the type of funding it considers most suitable.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 17 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

A. Formula Grants for Rural Areas Program.

You must select the Certification in Group 17.A if your Applicant seeks funding for its Formula Grants for Rural Areas Project financed with funds made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21.

The following Certification applies to each State or State organization serving as your Applicant for funding made available or appropriated for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's program has provided for a fair distribution of Federal funding made available or appropriated for 49 U.S.C. 5311(b), as amended by MAP-21 within the State, including Indian reservations,
5. Your Applicant's program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), as amended by MAP-21, with transportation service funded by other Federal sources,
6. Your Applicant's Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. Your Applicant has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), as amended by MAP-21, and
 - a. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - b. Will provide the local share funds when needed,
8. Your Applicant may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, as amended by MAP-21, and
9. Each fiscal year:
 - a. Your Applicant will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation, (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. Your Applicant will provide to the Federal Transit Administrator a Certification of the Governor of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

B. Formula Grants for Other Than Urbanized Areas Program.

You must select the Certification in Group 17.B if your Applicant seeks funding for its Formula Grant for Other Than Urbanized Areas Project financed with funds made available or appropriated for former 49 U.S.C. 5311(b), in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification applies to each State or State organization serving as your Applicant for funding made available or appropriated for the Formula Grants for Other Than Urbanized Areas Project authorized by 49 U.S.C. 5311(b)(2) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the:

- a. Legal capacity to carry out its proposed Projects,
- b. Financial capacity to carry out its proposed Projects, c. Technical capacity to carry out its proposed Projects,
- d. Necessary capacity to carry out the safety aspects of its proposed Projects, and
- e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's program has provided for a fair distribution of Federal funding made available or appropriated for 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, within the State, including Indian reservations,
5. Your Applicant's program provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, with transportation service funded by other Federal sources,
6. Your Applicant's Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. Your Applicant has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g) in effect in FY 2012 or a previous fiscal year, and:
 - a. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law,
 - b. Will provide the local share funds when needed,
8. Your Applicant may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient in possession of the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311 in effect in FY 2012, and
9. Each fiscal year:
 - a. Your Applicant will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation, (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. Your Applicant will provide to the Federal Transit Administrator a Certification of the Chief Executive Officer of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

C. Appalachian Development Public Transportation Assistance Program.

You must select the Certification in Group 17.C if your Applicant seeks funding for Appalachian Development Public Transportation Assistance Project financed with funds made available or appropriated for former 49 U.S.C. 5311(c)(2), as amended by MAP-21.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances your Applicant must provide, if your Applicant is unable to use its funding made available or appropriated for this program for public transportation purposes, your Applicant may use the funding for a highway provided that it provides notice and an opportunity for comment and appeal to affected public transportation providers and the Applicant in approving the use determines that local transit needs are being addressed, as required by 49 U.S.C. 5311(c)(2)(D), as amended by MAP-21.

D. Over-the-Road Bus Accessibility Program.

You must select the Assurance in Group 17.D if your Applicant seeks funding for its Over-the-Road Bus Accessibility Project financed with funds made available or appropriated for repealed section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU in effect in FY 2012 or a previous fiscal year.

In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. The Applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The Applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the project.

The Applicant assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the project, unless FTA issues a written determination otherwise. Certifications and Assurances for funding to be awarded under this program in FY 2013 are included in these FTA Certifications and Assurances for FY 2013. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS AND "TRIBAL TRANSIT" PROGRAMS.

The Certifications in Group 18 are in addition to other Certifications and Assurances listed previously that are required for Public Transportation on Indian Reservations Program funding or "Tribal Transit" Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 18, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *Formula or discretionary Public Transportation on Indian Reservations Project financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21, or*
- ☐ *Discretionary "Tribal Transit" Project financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 18 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 18 that does not apply will not be enforced.

A. Public Transportation on Indian Reservations Program.

You must select the Certification in Group 18.A if your Applicant seek funding for its Public Transportation on Indian Reservations Project financed with funds made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21.

FTA has established terms and conditions for direct Public Transportation on Indian Reservations Program grants financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
 - b. Carry out each Project, including the:
 - (1) Safety aspects of its proposed Projects, and
 - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,

5. Your Applicant will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

B. "Tribal Transit" Program.

You must select the Certification in Group 18.B if your Applicant seeks funding for its "Tribal Transit" Project financed with funds made available or appropriated for former 49 U.S.C. 5311(c)(1), in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

FTA has established terms and conditions for direct "Tribal Transit" Program grants financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year, except as superseded as MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant you certify that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
 - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and b. Carry out each Project, including the:
 - (1) Safety aspects of its proposed Projects, and
 - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant's Project equipment and facilities will be adequately maintained,
4. Your Applicant's Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. Your Applicant will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

The Certifications in Group 19 are in addition to other Certifications and Assurances listed previously that are required for Low or No Emission Vehicle Deployment Program funding or Clean Fuels Grant Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 19, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *Discretionary Low or No Emission Vehicle Deployment Project financed with funding made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21, or*
- ☐ *Discretionary Clean Fuels Grant Program Project financed with funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for any of these Projects, on behalf of your Applicant, you must have selected the Certifications in Group 19 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications in Group 19 that does not apply will not be enforced.

A. Low or No Emission Vehicle Deployment.

You must select the Certification in Group 19.A, if your Applicant seeks funding for its Low or No Emission Vehicle Development Project financed with funds made available or appropriated for 49 U.S.C. 5312(d)(5), as amended by MAP-21.

The following Certification for Low or No Emission Vehicle Deployment Program funding made available or appropriated for MAP-21 is required by 49 U.S.C. 5312(d)(5)(C) and by 49 U.S.C. 5307(c)(1), as amended by MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed Projects,
 - b. Financial capacity to carry out its proposed Projects, c.
 - Technical capacity to carry out its proposed Projects,
 - d. Necessary capacity to carry out the safety aspects of its proposed Projects, and e. Necessary capacity to carry out the security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant will maintain its Project equipment and facilities adequately,
4. Your Applicant will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - d. Any individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, your Applicant will comply with the:
 - a. General provisions for FTA programs of 49 U.S.C. 5323, and b. Third party procurement requirements of 49 U.S.C. 5325,
6. Your Applicant:
 - a. Has informed or will inform the public of the amounts of its funding available under this Program,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,

- f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- g. Has made or will make the final list of Projects available to the public,
- 7. Your Applicant:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources, except if otherwise authorized by law, and
 - c. Will provide the local share funds when needed,
- 8. Your Applicant will comply with:
 - a. The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - b. The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
- 9. Your Applicant has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
- 10. Your Applicant will comply with its Public Transportation Agency Safety Plan as required by 49 U.S.C. 5329, as amended by MAP-21.

B. Clean Fuels Grant Program.

You must select the Certification in Group 19.B if your Applicant seeks funding for its Clean Fuels Grant Project financed with funds made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certification for Clean Fuels Grant Program funding made available or appropriated for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year is required by former 49 U.S.C. 5308(d)(1) and former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. Your Applicant has or will have the:
 - a. Legal capacity to carry out its proposed projects,
 - b. Financial capacity to carry out its proposed projects, c.
 - Technical capacity to carry out its proposed projects, d. Safety
 - aspects of its proposed projects, and
 - e. Security aspects of its proposed projects,
- 2. Your Applicant has or will have satisfactory continuing control over the use of project equipment and facilities,
- 3. Your Applicant will maintain the project equipment and facilities adequately,
- 4. Your Applicant will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non- peak hours using or involving project facilities or equipment supported under former 49 U.S.C. 5308:
 - a. Elderly individuals,
 - b. Individuals with disabilities, or
 - c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*),
- 5. When carrying out a procurement under former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
 - a. Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - c. As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21, d. Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," your Applicant will comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - f. As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- 6. Your Applicant has complied with or will comply with former 49 U.S.C. 5307(c) because it:
 - a. Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,

- b. Has developed or will develop, in consultation with interested parties, including private transportation providers, the projects proposed to be funded,
 - c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - e. Has assured or will assure that the proposed Program of Projects provide for coordination of transportation services with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - g. Has made or will make the final list of projects available to the public,
7. Your Applicant:
- a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - c. Will provide the local share funds when needed,
8. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21
9. Your Applicant has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. Consistent with the MAP-21 cross-cutting requirement, "Safety," your Applicant will comply with its Public Transportation Agency Safety Plan requirements of 49 U.S.C. 5329, as amended by MAP-21.

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

The Certification in Group 20 is in addition to other Certifications and Assurances listed previously that are required for Paul S. Sarbanes Transit in Parks Program funding, former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certification in Group 20, on behalf of your Applicant, if your Applicant seeks financing for its Paul S. Sarbanes Transit in Parks Project financed with funds made available or appropriated for former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year.

Before FTA may provide funding made available or appropriated for your Project, on behalf of your Applicant, you must have selected the Certification in Group 20 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks.

1. The following Certification for the Paul S. Sarbanes Transit in Parks Program (Parks Program) is required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Your Applicant will consult with the appropriate Federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements, you certify that:
 - a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed projects,

- (2) Financial capacity to carry out its proposed projects, (3) Technical capacity to carry out its proposed projects, (4) Safety aspects of its proposed projects, and
- (5) Security aspects of its proposed projects,
- b. Your Applicant has or will have satisfactory continuing control over the use of project equipment and facilities,
- c. Your Applicant will maintain the project equipment and facilities adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply instead:
 - (1) Your Applicant will use competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) Your Applicant will not use exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) As provided by the MAP-21 cross-cutting requirement, "Buy America," your Applicant will comply with 49 U.S.C. 5323(j), as amended by MAP-21, (4) Your Applicant will comply with applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) As provided by MAP-21 cross cutting requirement, "Rail Car Procurement," comply with the railcar option restrictions of 49 U.S.C. 5325(e), as amended by MAP-21, and
 - (6) As required by the MAP-21 cross-cutting requirement, "Veterans Preference/Employment," your Applicant will comply with 49 U.S.C. 5325(k), as amended by MAP-21,
- e. Your Applicant has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, your Applicant:
 - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the projects it proposes to undertake,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, projects to be financed,
 - (3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
 - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
 - (6) Has made or will make the final list of projects available to the public, f. Your Applicant:
 - (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
 - (3) Will provide the local share funds when needed,
- g. Your Applicant has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5301, 5303, and 5304, as amended by MAP-21, and
- h. Your Applicant has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

The Assurance in Group 21 is in addition to other Certifications and Assurances required for State Safety Oversight Grant Program funding.

At the time the FY 2013 Certifications and Assurances for various FTA programs were issued, the Certification and Assurance requirements for the State Safety Oversight Grant Program, authorized under 49 U.S.C. 5329(e)(6), as amended by MAP-21, were not formally established.

In the interim, however, please select the Assurance for Group 21 if you are applying, on behalf of your Applicant, for funding for a State Safety Oversight Project.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA provides funding made available or appropriated for a State Safety Oversight Project, on behalf of your Applicant you should select the Assurance in Group 21 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Assurance in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you assure that your Applicant will comply with the requirements of those Certifications and Assurances FTA determines will apply to an Applicant for funding made available or appropriated for the State Safety Oversight Program, as required by 49 U.S.C. 5329(e)(6), as amended by MAP-21.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

The Assurance in Group 22 is in addition to other Certifications and Assurances listed previously required for Public Transportation Emergency Relief Program funding.

At the time the FY 2013 Certifications and Assurances for various FTA programs were issued, the Certification and Assurance requirements for the Public Transportation Emergency Relief Program, authorized under 49 U.S.C. 5324, as amended by MAP-21, were not formally established.

In the interim, however, please select the Assurance for Group 22 if you apply, on behalf of your Applicant, for funding for a Public Transportation Emergency Relief Project.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, before FTA provides funding made available or appropriated for a Public Transportation Emergency Relief Project, on behalf of your Applicant you should select the Assurance in Group 22 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d)(1), as amended by MAP-21, on behalf of your Applicant, you assure that your Applicant will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding made available or appropriated for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

The Certification in Group 23 is in addition to other Certifications and Assurances listed previously that are required for funding under the Expedited Project Delivery Pilot Program.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If you apply on behalf of your Applicant for funds made available or appropriated for the Expedited Project Delivery Pilot Program authorized by section 20008(b) of MAP-21, you must select the Certification in Group 23.

Before FTA may provide funding made available or appropriated for your Applicant's Project, on behalf of your Applicant, you must have selected the Certification in Group 23 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certification in Group 23 that does not apply will not be enforced.

On behalf of your Applicant, you certify that, in addition to other Certifications and Assurances required in connection with its application for funding, your Applicant's existing public transportation system is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certification in Group 24 are in addition to other Certifications and Assurances listed previously that are required for Infrastructure Finance Program funding.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to itself or its Project, even if a Subrecipient or other Third Party Participant may be involved in your Applicant's Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances selected on behalf of your Applicant.

Except as FTA determines otherwise in writing, you must select the Certifications in Group 24, on behalf of your Applicant, if your Applicant seeks financing for its:

- ☐ *TIFIA Project financed with funds made available or appropriated for 23 U.S.C. 601 – 609, as amended by MAP-21, or previous legislation authorizing funding for TIFIA Projects, or*
- ☐ *Deposits to its State Infrastructure Bank.*

In administering these programs, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

Before FTA may provide funding made available or appropriated for your Applicant's Projects, on behalf of your Applicant, you must have selected the Certifications and Assurances in Group 24 and other Certifications and Assurances listed previously that are required for the funding your Applicant seeks. Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

The Certifications and Assurances apply to requests for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance, whether derived from appropriations for MAP-21 or appropriations in effect in FY 2012 or a previous fiscal year. If you apply on behalf of your Applicant for TIFIA credit assistance authorized by 23 U.S.C. 601 – 609, you must select the Certifications and Assurances in Group 24.A.

On behalf of your Applicant, you certify and assure that as required by 49 U.S.C. 5323(o), as amended by MAP-21, your Applicant certifies that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA support or financing under 23 U.S.C. 601 – 609, as amended by MAP-21.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on behalf of your Applicant, you certify that:

- a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects, (3)
 - Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
- b. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
- c. Your Applicant will maintain its Project equipment and facilities adequately, d. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a

- wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
- (3) An individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) An individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
- e. When carrying out a TIFIA-funded procurement, your Applicant will comply with:
 - (1) 49 U.S.C. 5323, and
 - (2) 49 U.S.C. 5325,
 - f. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under TIFIA with federally funded transportation services supported by United States Government sources other than U.S. DOT,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - (7) Has made or will make the final Program of Projects available to the public,
 - g. Your Applicant:
 - (1) Has or will have at least (twenty) 20 percent of the TIFIA net project costs required for the local share,
 - (2) Will provide the local share funds from approved non-Federal sources, and
 - (3) Will provide the local share funds when needed, h. Your Applicant will comply with:
 - (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
 - i. Your Applicant has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
 - j. Your Applicant will comply with the 49 U.S.C. 5329(d) requirements for a Public Transportation Agency Safety Plan, and
- 2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, your Applicant agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
 - 3. To comply with the requirements of 49 U.S.C. 5337(a)(4), your Applicant agrees that it will adopt a transit asset management plan that complies with 49 U.S.C. 5326(d).

B. State Infrastructure Banks (SIB) Program.

The Certifications and Assurances apply to requests for State Infrastructure Bank (SIB) funding, whether derived from appropriations for MAP-21 or appropriations for Fiscal Year 2012 or a previous fiscal year. If you apply on behalf of your State Applicant for funding to deposit in its SIB, we request that you select the Certifications and Assurances in Group 24.B.

On behalf of the State organization serving as your Applicant for funding for its State

Infrastructure Bank (SIB) Program, you certify and assure that:

1. Your Applicant will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law, c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. Your Applicant will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
 - a. Your Applicant and FHWA, FRA, and FTA, or b. Your Applicant and FHWA and FTA,
3. Your Applicant will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between your Applicant and FTA including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the State's SIB Program, or
 - f. The FTA Grant Agreement,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
 5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
 - a. Your Applicant has or will have the:
 - (1) Legal capacity to carry out its proposed Projects,
 - (2) Financial capacity to carry out its proposed Projects, (3) Technical capacity to carry out its proposed Projects,
 - (4) Necessary capacity to carry out the safety aspects of its proposed Projects, and
 - (5) Necessary capacity to carry out the security aspects of its proposed Projects,
 - b. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your Applicant will maintain its Project equipment and facilities adequately, d. Your Applicant will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) An individual presenting a Medicare card issued to himself or herself pursuant to title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
 - (4) An individual presenting a Medicare card issued to himself or herself pursuant to title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
 - e. When carrying out a procurement under a SIB-financed Project, your Applicant will comply with the:
 - (1) General provisions for FTA programs of 49 U.S.C. 5323, and
 - (2) Third party procurement requirements of 49 U.S.C. 5325,
 - f. Your Applicant has complied with or will comply with 49 U.S.C. 5307(b), as amended by MAP-21, because it:
 - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

- (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by U.S. DOT under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by United States Government sources other than U.S. DOT,
- (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- (7) Has made or will make the final Program of Projects available to the public,
- g. Your Applicant:
 - (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) Will provide the local share funds from approved non-Federal sources, and
 - (3) Will provide the local share funds when needed, h. Your Applicant will comply with the:
 - (1) The Metropolitan Planning requirements of 49 U.S.C. 5303, as amended by MAP-21, and
 - (2) The State Planning requirements of 49 U.S.C. 5304, as amended by MAP-21,
 - i. Your Applicant has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
 - j. As required by 49 U.S.C. 5307(c)(1)(L), it will comply with the 49 U.S.C. 5329(d) requirements for a Public Transportation Agency Safety Plan, and
- 2. As required by 49 U.S.C. chapter 53, your Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
- 3. To comply with the requirements of 49 U.S.C. 5337(a)(4), your Applicant agrees that it will adopt a transit asset management plan that complies with 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

Appendix B
Public Hearing Notice

Shelby County

RE: State of Illinois Paratransit Vehicle Grant for Shelby County grantee service area, including the counties of Shelby, Clay, Fayette, Montgomery, Moultrie and Douglas Counties

Notice is hereby given that a public hearing will be held by Shelby County

On: Friday May 16, 2014

At: 10:00AM

Where: 1805 S. Banker Street. Effingham IL

In: C.E.F.S Central Office

- I. For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to the Illinois Department of Transportation's general authority to make such Grants, and which is generally described as follows:

- A. Description of Project
Consolidated Vehicle Procurement application for two (4) 14 passenger vehicles in the amount of \$252,000.00

This project will be included in a Consolidated Vehicle Procurement Program undertaken by the State of Illinois on behalf of ***Shelby County***, with State and Federal Funds.

- B. Relocation Relocation Assistance will not be required.
- C. Environment This project is being implemented to minimize environmental impact.
- D. Comprehensive Planning This project is in conformance with comprehensive transportation planning in the area.
- E. Elderly and Disabled All new equipment included in this project will meet ADA accessibility rules for the elderly and persons with disabilities.
- II. At the hearing the Shelby County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit orally or in writing, evidence and recommendations with respect to said project.
- III. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at C.E.F.S. Economic Opportunity Corporation, 1805 S. Banker St. Effingham, IL 62401.

Dennis Shiley
Transportation Director
1805 S. Banker St., Effingham, IL 62401
217/342-2193 x161

*** Note to Applicants:** Please Submit public hearing minutes, as well as written and verbal comments from the proceedings, with your completed Application to IDOT-DPIT.

Public Hearing Notice

Shelby County

RE: State of Illinois Paratransit Vehicle Grant for Shelby County grantee service area, including the counties of Shelby, Clay, Fayette, Montgomery, Monroe and Douglas Counties

Notice is hereby given that a public hearing will be held by Shelby County

On: Friday May 16, 2014 At: 10:00AM

Where: 1805 S. Banker Street, Effingham, IL

In: C.E.F.S. Central Office

I. For the purpose of considering a project for which financial assistance is being sought from the Illinois Department of Transportation, pursuant to the Illinois Department of Transportation's general authority to make such Grants, and which is generally described as follows:

A. Description of Project

Consolidated Vehicle Procurement application for two (4) 14-passenger vehicles in the amount of \$232,000.00

This project will be included in a Consolidated Vehicle Procurement Program undertaken by the State of Illinois on behalf of Shelby County, with State and Federal Funds.

B. Relocation: Relocation assistance will not be required.

C. Environment: This project is being implemented to minimize environmental impact.

D. Comprehensive Planning: This project is in conformance with comprehensive transportation planning in the area.

E. Elderly and Disabled: All new equipment included in this project will meet ADA accessibility rules for the elderly and persons with disabilities.

II. At the hearing the Shelby County will afford an opportunity for interested persons or agencies to be heard with respect to the social, economic and environmental aspects of the project. Interested persons may submit orally or in writing, evidence and recommendations with respect to said project.

III. A copy of the application for a state grant for the proposed project for the intended service area will be made available for public inspection at C.E.F.S. Economic Development Department, 1805 S. Banker St. Effingham, IL 62401.

Shelby County
Transportation Director
1805 S. Banker St. Effingham, IL 62401
217/342-2193 x161

Legal #1138 5/2/14

Certificate Of Publication

STATE OF ILLINOIS, SHELBY COUNTY, SS.

Shelbyville, Illinois

I, Paul E. Semple do certify that I am the authorized agent and the publisher of the Shelbyville Daily Union, a secular newspaper of general circulation published bi-weekly, in Shelby County, City of Shelbyville, and the State of Illinois and that I am authorized to make this certificate for the said Newspaper that the notice or advertisement of

C.E.F.S.

relating to the matter of

Paratransit Vehicle Grant Shelby County

A true copy of which is hereto annexed, has been printed and published in the said Shelbyville Daily Union as follows:

	2nd	May, 2014
the first on the		day of
the second on the		day of
the third on the		day of
the fourth on the		day of

and that the said newspaper was regularly published for a period of one year prior to the date of the first publication of this notice.

I Further certify that the face of the type in which each publication of the said notice was made the same as the body type and the classified advertising in the issue of the said newspaper in which such publication was made.

I Further certify that said newspaper is the newspaper as defined in 'An Act to revise the law in relation to notices' as amended by Act approved July 17, 1959. - Ill. Revised Statutes, Chap. 100. Para. 1-10.

Shelbyville Daily Union

as agent of the Shelbyville Daily Union

C.E.F.S. Economic Opportunity Corporation

"Community Action Agency"



1805 S. Banker Street, P.O. Box 928
Effingham, Illinois 62401-0928
PHONE: (217) 342-2193 ~ FAX: (217) 342-4701
E-MAIL: cefs@cefseoc.org
WEBSITE: www.cefseoc.org

PAUL D. WHITE
Chief Executive Officer

May 16, 2014

Meeting minutes 2014 CVP Application

Shelby County Grantee

Friday May 16, 2014

10:00 AM

C.E.F.S. Economic Opportunity Corporation
1805 S. Banker Street
Effingham, IL 62401

The public hearing opened at 10:00 am. Present at the meeting were: Dennis Shiley, CIPT Transportation Director; Leon Haslett, Transportation Maintenance and Safety Manager; Chris Simcox, CIPT Program Manager.

There were no public comments presented in person or in writing.

Meeting adjourned at 10:45 AM

[REDACTED]
Dennis Shiley
Transportation Director

PUBLIC HEARING

2014 CVP Application

May 16, 2014

10:00 A.M.

1805 S. Banker St

Effingham, IL 62401

DESCRIPTION OF THE PROJECT: FOR THE PURPOSE OF
CONSIDERING AN APPLICATION MADE TO THE ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR APPLICATION FOR
FUNDS FOR Consolidated Vehicle Procurement grant application 2014
Shelby County Grantee

ATTENDANCE

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Comments:

[REDACTED]
Dennis Shiley, Transportation Director
C.E.F.S. Economic Opportunity Corporations

May 16, 2014
Date

Appendix C

Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and counsel for and attorney for Shelby County. In this capacity, my opinion has been requested concerning the eligibility of Shelby County for grant assistance under the provisions of the Civil Administrative Code of Illinois (Act), 20 ILCS 2705-305. You are hereby advised as follows:

1. Shelby County is an eligible recipient as defined in state regulations.
2. There are no provisions in Shelby County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit Shelby County from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Shelby County from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that Shelby County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Attorney for:

SHELBY COUNTY

(Name of Applicant)

[Redacted Signature]

Signature:

Gina Vonderheide

Print Attorney's Name

6284197

ARDC Registration Number

CY14 CVP APPLICATION SUBMITTAL CHECKLIST

All items are required unless otherwise indicated.

ITEM	ENCLOSED
• Application, Signed by Board authorized representative (front cover, page 1)	✓
• Appendix A FTA & IDOT Joint Certifications Assurances signed by Official Representative & Affirmation of Applicant's Attorney	✓
• Appendix B Public hearing: Published notice, hearing report and public comments	Published Legal Ad – 05/02/2014; & Meeting Held 05/16/2014
• Appendix C Opinion of Counsel: (Sample Language) must be completed by all applicants	✓
• Appendix D Executed Board Resolution authorizing applicant's Official Representative	✓
• Letter from MPO placing project in TIP (not applicable in Cook, Lake, DuPage, Kane, Will and McHenry Counties, or any non-urbanized area)	Not Applicable to 5311 Operators
• Letter of support from Certified Public Provider or local Transit Authority	Not Applicable to 5311 Operators
• Copy of your State of Illinois ID Tax exempt Letter	✓



Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217 782-8881

September 3, 2010

CEFS ECONOMIC OPPORTUNITY CORPORATION
1805 SOUTH BANKER STREET
P O BOX 928
EFFINGHAM IL 62401-0928

We have received your recent letter; and based on the information you furnished, we believe

CEFS ECONOMIC OPPORTUNITY CORPORATION
of
EFFINGHAM, IL

is organized and operated exclusively for charitable purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E9987-2005-06. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on September 1, 2015, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services
Illinois Department of Revenue

STS-49 (R-2/98)
IL-492-3456
11-0000177

Memorandum of Understanding for Vehicle Use

This Memorandum of Understanding Vehicle Use Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Shelby and the County of Effingham (hereinafter referred to as the "Primary Participants" for the provision of public transportation in said counties.

Whereas, the "Primary Participants" have applied for grants pursuant to Section 5311 of the Federal Transit Act of 1991, Section 5310 Transportation Assistance Grant Program, Section 5316 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made for public transportation programs in rural and small urban areas within Shelby and Effingham Counties.

Whereas, it is the mutual desire of the "Primary Participants" that County of Shelby and the County of Effingham be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311, Section 5310, Section 5316 and Downstate Public Transportation funds.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. Economic Opportunity Corporation Central Illinois Public Transit Program (CIPT) is a seven county transit system that includes the following counties: Clay, Douglas, Effingham, Fayette, Montgomery, Moultrie, and Shelby.

Whereas, the "Primary Participants" acknowledge in order for C.E.F.S. CIPT program to operate an effective and efficient transit program that resources from both "Primary Participants" will have to be shared.

Whereas, the "Primary Participants" acknowledge that C.E.F.S. CIPT program has a cost allocation methodology to charge shared costs to each grantee.

And Whereas, the Illinois Compiled Statutes 740/2-1 et seq. authorizes the designated counties to provide for public transportation within their respective county limits;

Witnesseth:

1. The County of Shelby and the County of Effingham shall be designated as "Primary Participants" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-

- Urbanized Areas providing for the administration and distribution of Federal Section 5311, Section 5310, Section 5316 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the "Primary Participants" to receive all Section 5311, Section 5310, and Section 5316 Funds from the Illinois Department of Transportation pursuant to said Department's grant agreements with the "Primary Participants".
 3. "Primary Participants" shall be directly involved in the project oversight and administration of the public transit systems. The "Primary Participants" will be directly involved in the public transportation programs for which Federal and State funds are distributed. Irrespective of the participation of other parties or third party contractors in the connection with the project, the "Primary Participants" shall continue to have the primary responsibility to FTA and IDOT/DPIT for compliance with all applicable Federal and State requirements as may be set forth in statutes, regulations, executive orders and the master agreement between the IDOT/DPIT and FTA, and the Agreement for this project.
 4. The "Primary Participants" shall disburse said funds to the designated transit administrator and service provider (C.E.F.S. Economic Opportunity Corporation, a not-for-profit organization), pursuant to the terms and conditions of said Purchase of Service Agreements.
 5. Delivery of services by the transit administrator and service provider shall be made in accordance with Purchase of Service Agreements with the "Primary Participants".
 6. "Primary Participants" under the terms and conditions of said Purchase of Service Agreements will ensure compliance by designating Program Compliance Oversight Monitors (PCOM) to monitor compliance and performance of the transit service being provided by the designated administrator and service provider.
 7. "Primary Participants" under the terms and conditions of the Purchase of Service Agreements and established Vehicle Lease Agreements, as so implemented, with the designated transit administrator and service provider may temporarily assign vehicles for public transit use in each other's service area with the mutual written consent of the "Primary Participants" under this Memorandum of Understanding Vehicle Use Agreement. Under the Memorandum of Understanding Vehicle Use Agreement, the "Primary Participant" (Shelby County) shall permit the temporary assignment and the use of designated transit vehicles in Effingham County with the "Primary Participant" under the same use, scope, service limits, insurance, maintenance, license, registrations, driver requirement and other terms and conditions that the transit administrator and service provider must adhere to under the established Shelby County Vehicle Lease Agreement to ensure the safety and control of the fixed assets.
 8. "Primary Participants" are not responsible to the transit administrator and service provider for any local matching funds but may provide match as desired.

9. The terms and conditions of this Agreement will be effective from July 1, 2014 to June 30, 2015 as so stated under the Purchase of Service Agreements with the designated administrator and service provider.
10. Any revision of this Agreement must be agreed to by the "Primary Participants" as evidenced by an addendum signed by the authorized representative of each "Primary Participant".
11. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when the "Primary Participants" agree that a new Agreement would meet their particular needs.
12. This Agreement is binding upon the "Primary Participants", their successors and assigns.
13. If any section, sentence, clause, phrase or portion of this Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the "Participants" that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
14. The "Participants" shall sign and execute the "Agreement" as stipulated herein.

Therefore, we the undersigned "Primary Participants" have read and agree with this Memorandum of Understanding Vehicle Use Agreement to ensure a coordinated transit system.

County of Shelby

By: _____

Bruce Cannon
Chair, Shelby County Board

May 14, 2014
Date

County of Effingham

By: _____

James Niemann
Chair, Effingham County Board

5/22/2014
Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between Shelby County., an Illinois Municipal County Government, herein after referred to as "Lessor" and C.E.F.S. Economic Opportunity Corporation, an Illinois not-for-profit Corporation, herein referred to as "Lessee" on this 3 day of April , 2014.

SECTION I

The Lessor hereby agrees to lease to Lessee all buildings, premises, and real estate located at:

The Property leased will be used by C.E.F.S. Economic Opportunity Corporation's Central Illinois Public Transit Program for the purposes of providing public transportation services.

The Property is located in the South West portion of the City of Shelbyville on the South West corner of the intersection of Hickory Street and West South 1st Street. The property address is 1505 West South 1st Street in Shelbyville, Illinois 62565.

Legal Property Description:

S12 T11N R3E LOTS 3-4 BLK 18
J CUTLERS HEIRS ADDN 120' X 94' X IRR

Property Index Number:

1812-12-20-411-002

SECTION II

The duration of this lease shall be for a period of time commencing on the 1st day of July, 2014 and terminating on the 30th day of June 30, 2015. The Lessee shall have an option to renew this Lease Agreement on the same terms and conditions which terms shall be subject to renegotiation between the parties, for fifteen (15) successive one-year periods, from the original date of the lease, by giving Lessor notice in writing not less than one hundred eighty days (180) days prior to the expiration of the lease or any extensions thereof.

SECTION III

The Lessee agrees to pay to the Lessor rent in the amount of \$1.00 (\$1.00 per year) payable in advance on the first (1st) day of the lease commencement date.

SECTION IV

The Lessee shall be responsible for any and all costs of necessary repairs during the terms of the lease, including but not limited to all necessary capital improvements and improvements necessary to comply with any state, local or municipal laws, ordinances or regulations. The Lessor may accept a capital facility improvement grant from the

State of Illinois to purchase and renovate the property and building and such capital improvements stipulated in the capital facility improvement grant to the property and building shall not be the responsibility or cost to the Lessee.

In addition, the Lessee shall be solely and exclusively responsible for the cost of utilities to said premises, including but not limited to heat, lights, sewage and water.

SECTION V

The Lessee shall be solely and exclusively responsible for the payment of all real estate taxes, if any, and any subsequent real estate tax assessments.

SECTION VI

The Lessee shall be solely and exclusively responsible for any and all costs associated with the use of said premises, including but not limited to telephone, janitorial, garbage pickup, lawn care, snow removal and parking lot maintenance.

SECTION VII

The Lessee shall provide fire and casualty insurance on said premises, for limits not less than the following: on said premises situated at 1505 West South 1st Street, in Shelbyville, Illinois 62565 at a value of \$137,000. Coverage required includes special form or equivalent with the replacement cost form applicable.

SECTION VIII

Lessee hereby covenants and agrees at all times to indemnify and defend Lessor and the demised premises against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the premises by Lessee or any person or persons holding under Lessee and shall indemnify and defend Lessor against any penalty, damage, or charge incurred or imposed by reason of any violation of law or ordinance by Lessee or any person or persons holding under Lessee and against any cost, damage, or expense arising out of the death of or injury to or any other loss or damage whatsoever sustained by any person or persons holding under Lessee. Lessee's obligation to indemnify and defend Lessor shall not extend to any loss, claim, damage, injury, or cause of action arising from the negligence or misconduct of lessor, their agent or employees. Lessee further agrees to name Lessor as Additional Insured on a Commercial General Liability coverage form under a limit not less than \$500,000 each occurrence and \$500,000 General Aggregate. Certificates evidencing Section VII and VIII are to be filed with Lessor annually and shall contain a cancellation provision of not less than thirty (30) days.

C.E.F.S. Economic Opportunity Corporation
1805 South Banker Street
Effingham, IL 62401

Shelby County
County Courthouse
301 East Main Street
Shelbyville, IL 62565

by its 
Jean Finley, Board Chairperson

by its 
Bruce Cannon, Chairman

Attest

[Redacted]
Amanda Watson, Board Secretary

by its

[Redacted]
Paul D. White, Chief Executive Officer

Date

4/15/14

Corporate Seal



by its

[Redacted]
Jim Warren, Building and Grounds
Committee, Chairperson

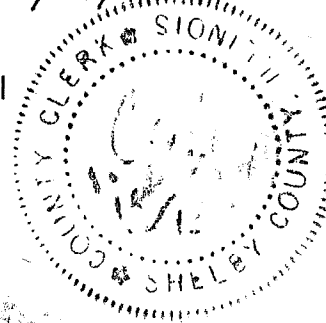
Attest

[Redacted]
Jessica Fox, Shelby County
Clerk

Date

May 14, 2014

County Seal



Resolution Number 2014-23

Resolution authorizing application for Public Transportation Financial Assistance under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

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

WHEREAS, Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), 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 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE Shelby County:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Shelby County.

Section 2. That while participating in said operating assistance program the Shelby County will provide all required local matching funds.

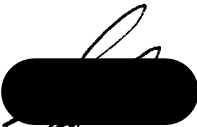
Section 3. That the County Board Chair of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County such application.

Section 4. That the County Board Chair of Shelby County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Board Chair of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

Section 6. That the County Board Chair of Shelby County 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 and ADOPTED this 14th day of May, 20 14


Shelby County Board Chair

5/14/14
Date


Shelby County Clerk

5/14/14
Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION
AND
Shelby County

**JOB ACCESS AND REVERSE COMMUTE
OPERATING AND ADMINISTRATIVE ASSISTANCE
GRANT AGREEMENT
(49 USC §5316)**

CONTRACT NO. **4525**

STATE GRANT NO. **JRC-15-017**

FEDERAL GRANT NO. **IL-37-X061**

CFDA NO. **20.516**

FEDERAL PROGRAM: **Job Access and Reverse Commute (Section 5316)**

**NOTE: THIS GRANT AGREEMENT IS FOR COST REIMBURSEMENT ONLY AND,
IN ACCORDANCE WITH SECTION 5 OF THE GRANT FUNDS RECOVERY ACT
(30 ILCS 705/5), IT IS PERMITTED TO HAVE A TERM OF MORE THAN
TWO YEARS.**

Approved as to Form
by Chief Counsel's Office
REV: 3/3/14
JARC OP

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Exhibit A, entitled "Grantee's Section 5316 Application" (on file at the Department)

Exhibit B, entitled "Approved Project Budget"

Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department)

Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)

Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)

This Contract No. **4525** (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public and Intermodal Transportation, (hereinafter referred to as the "State" or "Department") and **Shelby County** (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide specialized transportation services in a Non-Urbanized area of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5316 of the Federal Transit Act, as amended, (49 U.S.C. Section 5316), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a specialized transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. *"Contractor" or "Third Party contractor"* means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. *"FHWA"* means the Federal Highway Administration of the United States Department of Transportation.
- C. *"FTA"* means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. *"Government"* means both the government of the United States of America and/or the State of Illinois.
- E. *"Non-Metro", "Non-Urbanized"* refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. *"Project"* means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. *"Project Costs"* means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced facilities.
- H. *"Section 5316"* refers to the "Job Access and Reverse Commute" section of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. See 49 U.S.C. Section 5316.

- I. "U.S. DOT" means the United States Department of Transportation.

ITEM 2 - THE PROJECT

The Grantee agrees to provide, or cause to be provided through its contractor(s), the specialized transportation services described in the Grantee's final approved application and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A". The Grantee shall not reduce, terminate, or substantially change such specialized transportation services, as set forth in Exhibit "A", without the prior written approval of the Department.

ITEM 3 - AMOUNT OF GRANT

The Department will fund up to **50%** of eligible operating deficit and eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year(s) **2015-2016** (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of specialized transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is **\$20,675**.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget is attached hereto as Exhibit "B", and said Approved Project Budget may be revised from time to time at the sole discretion of authorized Department representatives, but no Budget or revision thereof shall be effective unless and until the authorized Department representative shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 35. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Job Access and Reverse Commute Operating and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Grantee's Section 5316 Application" (on file at the Department); Exhibit B, entitled "Approved

Project Budget;" Exhibit C, entitled "Certifications and Assurances for Federal Transit Administration Assistance Programs" (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); and Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department); all of which are, by this reference, incorporated herein and made a part hereof.

ITEM 6 - REVERSION OF GRANT FUNDS

- A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30ILCS 705/1. This grant agreement is for cost reimbursement only and, in accordance with Section 5 of the Grant Funds Recovery Act (30 ILCS 705/5), it is permitted to have a term of more than two years. This Grant is valid through **June 30, 2016**, and grant funds are available to the Grantee for costs incurred by the Grantee until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

Pursuant to Section 4 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee agrees to comply with the quarterly reporting requirements set forth by the Department. In the event that the Grantee fails to comply with the reporting requirements, the Department has the right to withhold or suspend the reimbursement of grant funds to the Grantee.

The Grantee also agrees to comply with other requirements of the Illinois Grant Funds Recovery Act whereby the Department, the Auditor General or the Attorney General has the authority to inspect and audit any books, records or papers related to the grant, funds, program or project granted hereunder.

- B. Failure to Appropriate Funds and Failure of Grant Authority - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly and the Department's having continued authority to make or continue this Grant. 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 Department's having continued authority to make or continue this Grant. The Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project or the Department's lacking the authority to make or continue this Grant.
- C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

- A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.
- B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the

performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

- C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.
- D. Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.
- F. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.
- G. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

ITEM 8 - REQUISITIONS AND PAYMENTS

- A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:
 - 1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
 - 2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;

3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
 4. have submitted all financial and progress reports currently required by the Department; and
 5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.
- B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Department, towards the timely completion of the Project. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefore as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

- C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time.
- D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget; and (iv) except as otherwise provided in Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.
- E. Excluded Costs - Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for disallowed costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the

provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).

2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality.

A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, or by contract, as the case may be, the specialized transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. At least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES

The Grantee acknowledges that the federal government retains an interest in Project Facilities (as defined herein) until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement (hereinafter referred to as "Project Facilities")..

- A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Department upon request such information as the Department may require in order to assure compliance with this ITEM, and the Grantee shall immediately notify the Department in all cases where Project Facilities are used in a manner substantially different

from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Department, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of allowable cost under this Agreement. The Grantee shall also submit, from time to time, to the Department upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

- B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of repairs. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and this Agreement.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).
2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

- D. Withdrawn Property - If any Project Facilities are not used in specialized transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an

amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. Fair Market Value - The following requirements apply to the calculation of fair market value:
 - a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.
 - b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.
- E. Disposition of Property - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.
- F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.
- G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.
- H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:
 1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
 2. Obliging itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.
- I. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, or (ii) return to the Department

an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

ITEM 11 - PROCUREMENT

- A. Contracts - All contracts funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and all contracts funded with assistance provided through this Agreement for services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA 4220.1E "Third Party Contracting Requirements" November 1, 2008 and any later revisions thereto and 49 CFR § 18.36 or at §§ 19.40 through 19.48, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.
- B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).
- C. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any implementary regulations that FTA may issue.
- D. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Grantee agrees to consider:
1. The third party contractor's integrity;
 2. The third party contractor's compliance with public policy;
 3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
 4. The third party contractor's financial and technical resources.
- E. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.
- F. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.
- G. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- H. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

- I. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- J. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.
- K. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- L. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.
- M. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- N. Steel Products - The Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.
- O. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives.
- P. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:
 - 1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
 - 2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures and concurrence requirements.

All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5316, 49 U.S.C. Section 5316 transit purposes. The Grantee may use only up to 10% of its Section 5316 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

- Q. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal years governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5311 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by 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 federal or state 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 federal or state 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 that 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 the 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 sub-agreements. 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. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

- C. 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.
- D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. § 1001; 49 U.S.C. § 5307; The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*; and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, as the Government may deem appropriate. The Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.
- E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C § 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.
- F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).
- G. 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.
- H. Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

- A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Accounts") in conformity with requirements established by the Department.
- B. Funds Received or Made Available for the Project - The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Agreement and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

The Grantee agrees to report to the Department, at such other times as the Department may prescribe in writing, the amounts recorded, as required above, in the Project Account.

All Project Funds held by the Grantee over one (1) month shall draw interest and the amount of such interest earned shall be reported to the Department in the quarterly Project Account report. Such interest shall be applied to the Project Cost as directed by the Department.

- C. Eligible Costs - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
 2. be necessary in order to accomplish the Project;
 3. be reasonable in amount for the goods or services purchased;
 4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
 5. be in conformance with the standards for allowability of costs established by the Department;
 6. be satisfactorily documented;
 7. be incurred within the state fiscal year governed by this Agreement; and
 8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

- D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.
- E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.
- F. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall

occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (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 Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- G. General Audit and Inspection - Pursuant to all applicable Office of Management & Budget Circulars, the Grantee shall permit, and shall require its contractors to permit, the Department or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.
- H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time. Should the grant funds awarded under this Agreement equal or exceed \$25,000 in federal funding, including by addition of subsequent funds, the Grantee agrees to assist the Department in its compliance with the Federal Funding Accountability and Transparency Act (FFATA) Pub. L. 109-282, September 26, 2006, as amended by § 6202 of Pub. L. 110-252, June 30, 2008.
- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.
- J. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

ITEM 14 - RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement or any other grant between the Grantee and the Department, (ii) for just cause as deemed by the Department, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department may elect, by written notice to the Grantee, to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, 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 Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 16 - GRANTEE'S WARRANTIES

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) 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, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is incorporated herein by reference as Exhibit C (on file at the Department); and
- C. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement which is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

ITEM 17 - CONTRACTS OF THE GRANTEE

The Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without the prior written approval by an authorized representative of the Department except where expressly provided otherwise in Department guidelines, or where specifically approved in writing by the Department. Each contract entered into by the Grantee must be approved by the Department prior to the Grantee executing such contract, except as provided in Department guidelines.

The Grantee shall include a requirement in all Grantee contracts with third parties that the contractor complies with the requirements of this Agreement in performing such contract, and that the contract be subject to the terms and conditions of this Agreement.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

After approval thereof by the Department, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Department guidelines, unless such change or modification is specifically approved in writing by the Department, and, where the budget is affected, until the Approved Project Budget has been amended by the Department as may be necessary to accommodate such change or modification.

ITEM 19 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be

reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of Project records thereof, as may be requested, from time to time, by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.

ITEM 20 - INDEMNIFICATION AND INSURANCE

The Grantee agrees to save harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage arising from the actions or inactions of the Grantee, and/or the Grantee's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officials, employees and/or agents in connection therewith.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property (including applicable flood insurance) or for bodily injury (including death), which may arise from or in connection with the operations, actions or inactions by the Grantee or by anyone directly or indirectly employed by the Grantee or associated with it, and the Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage with the Government named as an additional insured and protected party where appropriate. The cost of such insurance carried by the Grantee shall not be an item of eligible Project Cost.

ITEM 21 - NON-WAIVER

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

ITEM 22 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 23 - LABOR LAW COMPLIANCE

- A. General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all

applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

- B. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, for projects for nonurbanized areas authorized by 49 U.S.C. § 5316, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.
- C. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5316 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.
- D. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Buss Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.
- E. Third Party Contracts - The Grantee agrees to include any applicable requirements of this ITEM in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.
- F. The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements referenced as Exhibit E (on file with the Department).

ITEM 24 - CIVIL RIGHTS

- A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 *et seq.*; Federal Transit Law at 49 U.S.C. § 5332, 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; and FTA Circular 4702.1A, "Title VI and Title VI – Dependent Guidelines for Federal Transit Administration Recipients", May 13, 2007.

- B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

1. General Requirements – The Grantee agrees as follows:

- a. Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
 - b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
2. Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.
4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
5. Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's

- C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will

be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the 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.
- E. Disadvantaged Business Enterprise ("DBE") - To the extent required by federal law, regulation, or directive, the Department encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees who receive more than the minimal federal assistance threshold (currently Grantees receiving planning, capital, and/or operating assistance who will have contracting opportunities (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a federal fiscal year, see 49 CFR Part 26.21) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
 2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
 3. The Grantee agrees to include the following clauses in all agreements between the Grantee and in all third party contracts funded in whole or in part with Government assistance:
 - a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted (contracts or agreements). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."
 - b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval of (the Grantee). "

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.
 2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 *et seq.*; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, *et seq.*; and the following regulations and any amendments thereto:
 - a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 - b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
 - d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
 - g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 - h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
 - i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
 - j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;
 3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.
- G. Confidentiality - Drug or Alcohol Abuse – To the extent applicable, the Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 *et seq.*, and any amendments thereto.

- H. Seat Belt Use – The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note.
- I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each applicable contract or subcontract financed in whole or in part with federal assistance.

ITEM 25 - SEVERABILITY

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

ITEM 26 - INTELLECTUAL PROPERTY

A. Patent Rights

1. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.
2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
2. The following restrictions apply to all subject data first produced in the performance of this Agreement:
 - a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

- b. As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:
- (i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - (ii) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.
3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.
4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the State of Illinois and FTA, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the Government.
5. Nothing contained in this ITEM pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.
6. The requirements of subparagraphs (B)(2), (3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.
8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

- C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ITEM 27 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

- A. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee certifies, by signing this Agreement, 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 thereby 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 2705-305(f) after the date of this certification and this Agreement.
- B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification referenced hereto as part of Exhibit C. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ITEM 28 - LABOR PROVISIONS

- A. Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:
1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.
- B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.
- C. Illinois Public Works Preference Act - To the extent applicable and consistent with federal law, the Grantee shall include in all third party contracts the applicable provisions of the Illinois Public Works Preference Act, 30 ILCS 560.
- D. Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

ITEM 29 - SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580, and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification referenced in this Agreement (as part of Exhibit C).

ITEM 30 - ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

- A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

B. Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
2. In the event the Grantee is an operator of large specialized transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
3. The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

C. Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C. Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350..

E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*

F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

- H. Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b), all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. 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. §§ 6321 *et seq.* In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.
- L. Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.* The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.
- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.
- O. Indian Sacred Sites - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.
- P. Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

ITEM 31 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ITEM 32 - PROTECTION OF SENSITIVE SECURITY INFORMATION

To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

ITEM 33 - DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

The Grantee shall immediately notify the Department of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to inform the Department before naming the Government as a party to litigation for any reason in any forum.

ITEM 34 - ASSIGNMENT

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department.

ITEM 35 - AMENDMENT

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

ITEM 36 - TITLES

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

ITEM 37 – TAX-EXEMPT BOND PROCEEDS

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.


ITEM 38 - TAXPAYER IDENTIFICATION NUMBER

The Grantee certifies that **37-6002119** is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2014 through June 30, 2016.

Accepted on behalf of Shelby County:



Signature of Authorized Representative

Bruce Conner

Type or Print Name of Authorized Representative

May 14, 2014

Date

Type or Print Title of Authorized Representative

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

Ann L. Schneider, Secretary

Date

By: _____
Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

Date

Resolution Number 2014-23

Resolution authorizing application for Public Transportation Financial Assistance under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

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

WHEREAS, Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), 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 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE Shelby County:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Shelby County.

Section 2. That while participating in said operating assistance program the Shelby County will provide all required local matching funds.


Section 3. That the County Board Chair of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County such application.

Section 4. That the County Board Chair of Shelby County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.


Section 5. That the County Board Chair of Shelby County is hereby authorized and directed to execute and file on behalf of the Shelby County all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5316 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5316).

Section 6. That the County Board Chair of Shelby County 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 and ADOPTED this 14th day of May, 2014



Shelby County Board Chair 5/14/14
Date



Shelby County Clerk 5/14/14
Date

111

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 for and attorney for the Shelby County Board. In this capacity, my opinion has been requested concerning the eligibility of Shelby County for grant assistance under the provisions of the Downstate Public Transportation Act (Act), 30 ILCS 740/3-1 et seq., and 49 U.S.C. § 5316. I have also reviewed the Section 5316 Operating Assistance Grant Agreement, contract #4525, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. Shelby County is an eligible recipient as defined in state regulations.
2. There are no provisions in Shelby County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit the Shelby County from making said Agreement for or contracting with the State for the purpose of receiving a State operating assistance grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Shelby County from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that Shelby County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to enter into this agreement and to accept the grant from the State.


Gina Vonderheide
Shelby County State's Attorney


5-14-14
Date

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 for and attorney for the Shelby County Board. In this capacity, my opinion has been requested concerning the eligibility of Shelby County for grant assistance under the provisions of the Downstate Public Transportation Act (Act), 30 ILCS 740/3-1 et seq., and 49 U.S.C. § 5316. I have also reviewed the Section 5316 Operating Assistance Grant Agreement, contract #4525, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. Shelby County is an eligible recipient as defined in state regulations.
2. There are no provisions in Shelby County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit the Shelby County from making said Agreement for or contracting with the State for the purpose of receiving a State operating assistance grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Shelby County from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that Shelby County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to enter into this agreement and to accept the grant from the State.


Gina Vonderheide
Shelby County State's Attorney

6-4-14
Date

Appendix C

Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and counsel for and attorney for Shelby County. In this capacity, my opinion has been requested concerning the eligibility of Shelby County for grant assistance under the provisions of the Civil Administrative Code of Illinois (Act), 20 ILCS 2705-305. You are hereby advised as follows:


1. Shelby County is an eligible recipient as defined in state regulations.
2. There are no provisions in Shelby County's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit Shelby County from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.
3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit Shelby County from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that Shelby County is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Attorney for:

SHELBY COUNTY

(Name of Applicant)



Signature:

Gina Vonderheide

Print Attorney's Name

6284197

ARDC Registration Number

Directions for the calculation of the figures within the PCOM Report.

the number of days-combined based on Shelby Co. days	Number of Days of Service-Shelby
Enter the number of trips	Number of Trips
Enter the number of vehicles	Number of Vehicles
Enter the number of revenue vehicle hours	Revenue Vehicle Hours
Enter the number of revenue vehicle miles	Revenue Vehicle Miles
Enter the dollar amount of DOAP revenues	DOAP Revenues
Enter the dollar amount of 5311 revenues	5311 Revenues
Enter the dollar amount of JARC revenues	JARC Revenues
Enter the dollar amount of contract revenues	Contract Revenues
Enter the dollar amount of fares collected	Fares
Enter the dollar amount of expenses	System Expenses
Formula - Revenues + Fares less System Expenses	Net Revenues
Enter the number of riders	Ridership
Enter the number of trip denials	Trip Denials
Enter the number of trips initially denied but still provided	Trip Denied but Provided
Formula - System Expenses / Number of Trips	Cost per Trip
Formula - System Expenses / Revenue Vehicle Hours	Cost per Hour
Formula - System Expenses / Revenue Vehicle Miles	Cost per Mile
Enter number of vehicles with maintenance	Maintenance of Vehicles
Enter number of facilities with maintenance	Maintenance of Facilities
Enter total number of new service contracts	New Service Contracts
Enter the number of overtime hours	Overtime Hours
Enter the number of complaints	Complaints
Enter the number of vehicle accidents	Vehicle Accidents
Formula - Number of Trips / Population in Service Area (Co.)	Mobility Index Outcomes/Efforts
	Annualized Mobility Index
	(Note - Annual Goal is .69)
Collected / System Expenses	Quarterly Reporting
Quarterly 5311+DOAP+JARC Revenues/Quarterly No. of Trips	Fare Box Recovery Ratio
Quarterly Revenue Miles/Quarterly No. of Trips	Subsidy per D/R Trip
Quarterly 5311+DOAP+JARC Revenues/Quarterly Revenue Miles	Avg. Miles per Trip
Quarterly Revenue Dollars/Quarterly Revenue Miles	Subsidy per Mile
	Revenue per Mile

APR 30 2014

Shelby County Clerk
SHELBY COUNTY CLERK

**C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report
Combined Report for Shelby County Transportation Project**

Hours of Service for Transportation for All Counties are 7:00 A.M. to 5:00 P.M.

	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
Monitoring Indexes													
Number of Days of Service-Shelby	22	22	20	23	18	20	21	19	21	0	0	0	186
Number of Trips	5,180	5,499	6,184	6,356	5,761	5,577	5,112	5,821	6,714	0	0	0	52,204
Number of Vehicles	27	27	28	29	29	29	29	27	27	0	0	0	29,745
Revenue Vehicle Hours	3,369	3,317	3,143	3,599	2,971	3,170	3,157	3,304	3,715	0	0	0	393,605
Revenue Vehicle Miles	45,289	45,984	41,239	49,837	39,953	41,335	39,062	44,149	46,757	0	0	0	\$437,847
DOAP Revenues	\$0	\$0	\$0	\$143,700	\$0	\$164,556	\$0	\$0	\$129,591	\$0	\$0	\$0	\$358,500
5311 Revenues	\$0	\$0	\$0	\$0	\$0	\$159,534	\$0	\$0	\$198,966	\$0	\$0	\$0	\$23,316
JARC Revenues	\$0	\$0	\$0	\$0	\$0	\$23,316	\$0	\$0	\$0	\$0	\$0	\$0	\$71,330
Contract Revenues	\$0	\$9,025	\$7,664	\$8,396	\$8,775	\$9,086	\$9,639	\$9,208	\$9,537	\$0	\$0	\$0	\$23,123
Fares	\$1,384	\$4,043	\$1,742	\$1,756	\$1,443	\$3,214	\$2,018	\$5,952	\$1,571	\$0	\$0	\$0	\$1,024,836
System Expenses	\$36,539	\$147,970	\$111,454	\$70,453	\$131,585	\$181,949	\$67,683	\$110,605	\$166,598	\$0	\$0	\$0	\$-110,720
Net Revenues	\$-35,155	\$-134,902	\$-102,048	\$83,399	\$-121,367	\$177,757	\$-56,025	\$-95,445	\$173,067	\$0	\$0	\$0	5,132
Ridership	552	606	567	610	567	581	522	542	585	0	0	0	152
Trip Denials	1	0	7	4	20	24	36	23	37	0	0	0	0
Trip Denied but Provided	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$19.63
Cost per Trip	\$7.05	\$26.91	\$18.02	\$11.08	\$22.84	\$32.62	\$13.24	\$19.00	\$24.81	\$0.00	\$0.00	\$0.00	\$34.45
Cost per Hour	\$10.85	\$44.61	\$35.46	\$19.58	\$44.29	\$57.40	\$21.44	\$33.48	\$44.84	\$0.00	\$0.00	\$0.00	\$2.60
Cost per Mile	\$0.81	\$3.22	\$2.70	\$1.41	\$3.29	\$4.40	\$1.73	\$2.51	\$3.56	\$0.00	\$0.00	\$0.00	204
Maintenance of Vehicles	21	18	20	22	25	25	23	25	25	0	0	0	1
Maintenance of Facilities	0	0	0	1	0	0	0	0	0	0	0	0	13
New Service Contracts	1	1	2	2	1	1	1	1	3	0	0	0	0
Overtime Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
Complaints	0	0	0	0	0	0	0	0	0	0	0	0	2
Vehicle Accidents	0	0	0	1	0	0	0	0	1	0	0	0	0.424
Mobility Index Outcomes/Efforts	0.042	0.045	0.050	0.052	0.047	0.045	0.041	0.047	0.054	0.000	0.000	0.000	0.424
Annualized Mobility Index	0.504	0.520	0.547	0.565	0.564	0.561	0.552	0.554	0.565	0.508	0.462	0.424	
(Note - Annual Goal is .69)													
Quarterly Reporting			First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year to Date						
Fare Box Recovery Ratio			2.42%	1.67%	2.77%	0.00%	2.26%						
Subsidy per D/R Trip			\$0.00	\$27.76	\$18.62	\$0.00	\$15.70						
Avg. Miles per Trip			7.86	7.41	7.36	0.00	7.54						
Subsidy per Mile			\$0.00	\$3.75	\$2.53	\$0.00	\$2.08						
Revenue per Mile			\$0.18	\$3.99	\$2.82	\$0.00	\$2.32						
2010 Census Rural Population													
Shelby County	22,363												
Moultrie County	14,846												
Montgomery County	30,104												
Fayette County	22,140												
Douglas County	19,980												
Clay County	13,815												
Total Population	123,248												

**C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report**

Shelby County

Hours of Service for Shelby County Transportation are 7:00 A.M. to 5:00 P.M.													
Monitoring Indexes	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
Number of Days of Service	22	22	20	23	18	20	21	19	21				186
Number of Trips	1,181	1,595	1,787	1,808	1,548	1,484	1,254	1,394	1,828				13,879
Number of Vehicles	7	7	7	7	7	7	7	7	7				
Revenue Vehicle Hours	1,249	1,092	1,081	1,169	968	975	879	947	1,084				9,444
Revenue Vehicle Miles	14,075	13,482	12,478	12,029	10,370	10,520	9,055	10,190	11,925				104,124
DOAP Revenues				\$25,866		\$29,620			\$23,326				\$78,812
5311 Revenues						\$28,150			\$35,814				\$63,964
JARC Revenues						\$4,197							\$4,197
Contract Revenues		\$398	\$5,321	\$5,273	\$5,385	\$5,369	\$5,468	\$5,384	\$5,311				\$37,909
Fares	\$219	\$402	\$274	\$252	\$238	\$526	\$250	\$438	\$335				\$2,934
System Expenses	\$13,342	\$48,375	\$25,913	\$19,666	\$35,188	\$45,614	\$16,926	\$28,866	\$40,186				\$274,076
Net Revenues	-\$13,123	-\$47,575	-\$20,318	\$11,725	-\$29,565	\$22,248	-\$11,208	-\$23,044	\$24,600	\$0	\$0	\$0	-\$86,260
Ridership	99	143	160	149	145	162	135	138	149				1,280
Trip Denials	0	0	0	3	6	2	9	8	6				34
Trip Denied but Provided													0
Cost per Trip	\$11.30	\$30.33	\$14.50	\$10.88	\$22.73	\$30.74	\$13.50	\$20.71	\$21.98	\$0.00	\$0.00	\$0.00	\$19.75
Cost per Hour	\$10.68	\$44.30	\$23.97	\$16.82	\$36.35	\$46.78	\$19.26	\$30.48	\$37.07	\$0.00	\$0.00	\$0.00	\$29.02
Cost per Mile	\$0.95	\$3.59	\$2.08	\$1.63	\$3.39	\$4.34	\$1.87	\$2.83	\$3.37	\$0.00	\$0.00	\$0.00	\$2.63
Maintenance of Vehicles	7	4	5	6	6	6	6	7	7				54
Maintenance of Facilities	0	0	0	0	0	0	0	0	0				0
New Service Contracts	0	0	0	0	0	0	0	0	0				0
Overtime Hours													0
Complaints	0	0	0	0	0	0	0	0	0				0
Vehicle Accidents	0	0	0	0	0	0	0	0	0				0
Mobility Index Outcomes/Efforts	0.053	0.071	0.080	0.081	0.069	0.066	0.056	0.062	0.082	0.000	0.000	0.000	0.621
Annualized Mobility Index	0.634	0.745	0.816	0.855	0.850	0.841	0.817	0.808	0.827	0.745	0.677	0.621	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

Shelby County Treasurer

From: "Shelby County Treasurer" <shelbyctytreas@consolidated.net>
To: "Bruce Cannon" <bec9000@yahoo.com>
Sent: Wednesday, May 07, 2014 9:14 AM
Subject: Shelby County Treasurer

Hi Bruce,

Jessica said you are wanting the yearly salaries of the elected officials.

Here is a list:

Sheriff: \$65,003.00
Assessor: \$56,430.00
Circuit Clerk: \$56,430.00
Co. Clerk: \$54,330.00
Co. Treas.: \$54,330.00

Circuit Clerk and Assessor's terms began in 2012.
Sheriff, Co. Clerk, & Co. Treasurer's terms began 2014.

Debbie P.

Col Spring

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

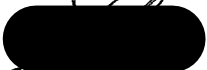
RESOLUTION _____


PETITION X _____


AGREEMENT _____


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Cold Spring

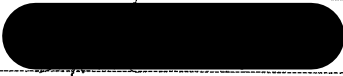
To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR343 at a point near SW 1/4 NE 1/4 Section 21; R2E; T10N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be twelve hundred Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 2 day of May 2014


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Cold Spring

I, the undersigned Highway Commissioner of the Road District of Cold Spring County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Culvert - 700 (30' x 36')

Labor, Equip, Mat'l - 500

\$1200

and I do estimate that the probable cost of the same will be twelve hundred Dollars.

Witness my hand, this 2 day of May 2014


Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
 OR REPAIR BRIDGE, CULVERT OR
 DRAINAGE STRUCTURE
 ROAD DISTRICT OF

Cold Spring

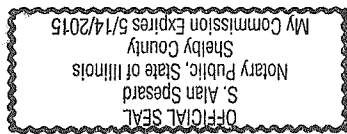
Shelby

COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this _____ day of _____, 2014

 Highway Commissioner.

STATE OF ILLINOIS,
 County of _____ ss.
 Road District of _____
 Donald Simpson
 Highway Commissioner of said Road District of

 Gold Spring
 being duly sworn, on oath says that
 twelve hundred
 Dollars mentioned in the estimate to which this
 affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
 required.

Cold Qing

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____

PETITION X _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS,
County of Shelby } ss.
Road District of Cold Spring

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 275 at a point near SE 1/4; SE 1/4; Section 2; R2E; T10N 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be five thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 30 day of April 2014


Highway Commissioner.

STATE OF ILLINOIS,
County of Shelby } ss.
Road District of Cold Spring

I, the undersigned Highway Commissioner of the Road District of Cold Spring County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe Culvert -	3200	(826N/1080E)
Labor, Equip, Mat'l -	1800	
TOTAL -	\$5000	

and I do estimate that the probable cost of the same will be five thousand Dollars.

Witness my hand, this 30 day of April 2014


Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
 OR REPAIR BRIDGE, CULVERT OR
 DRAINAGE STRUCTURE
 ROAD DISTRICT OF

Cold Spring

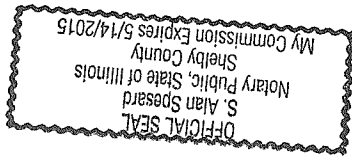
Shelby

COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



STATE OF ILLINOIS,
 ss. County of Shelby }
 Road District of Cold Spring } *Donald Smith*
 Highway Commissioner of said Road District of Cold Spring
 being duly sworn, on oath says that
 five thousand Dollars mentioned in the estimate to which this
 affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
 required.

 Highway Commissioner.
 Subscribed and sworn to before me, this 30 day of April 2014

825n 1080e.jpg (1600x1200x24b jpeg)



Cold Spring
825N / 1080E
50/50
rusted culvert
86" x 64" x 36 feet
78"

Col Spring

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____
PETITION X
AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Cold Spring }

To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Cold Spring in said County, would respectfully represent that a culvert needs to be replaced over the unnamed tributary where the same is crossed by the highway TR 343 at a point near SW 1/4 NW 1/4 of Section 22, R2E; T10N; 3rd PM

in said Road District, for which said work the Road District of Cold Spring is responsible; and the cost of which work will be four thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 22 day of April 2014


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Cold Spring }

I, the undersigned Highway Commissioner of the Road District of Cold Spring County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Pipe - 2400 2400

Labor, Equip, Mat'l - 1600

TOTAL - \$4000

and I do estimate that the probable cost of the same will be four thousand Dollars.

Witness my hand, this 22 day of April 2014


Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE
ROAD DISTRICT OF

Cold Spring

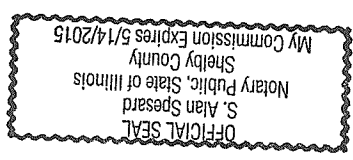
Shelby

COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



STATE OF ILLINOIS,
County of _____ Shelby _____ ss.
Road District of _____ Cold Spring _____
Donald Simpson
Highway Commissioner of said Road District of _____
Cold Spring _____ being duly sworn, on oath says that
four thousand _____ Dollars mentioned in the estimate to which this
affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
required.
_____ Highway Commissioner.
Subscribed and sworn to before me, this _____ day of _____ April _____ 2014

cold spring 925e 550n (1600x1200x24b jpeg)

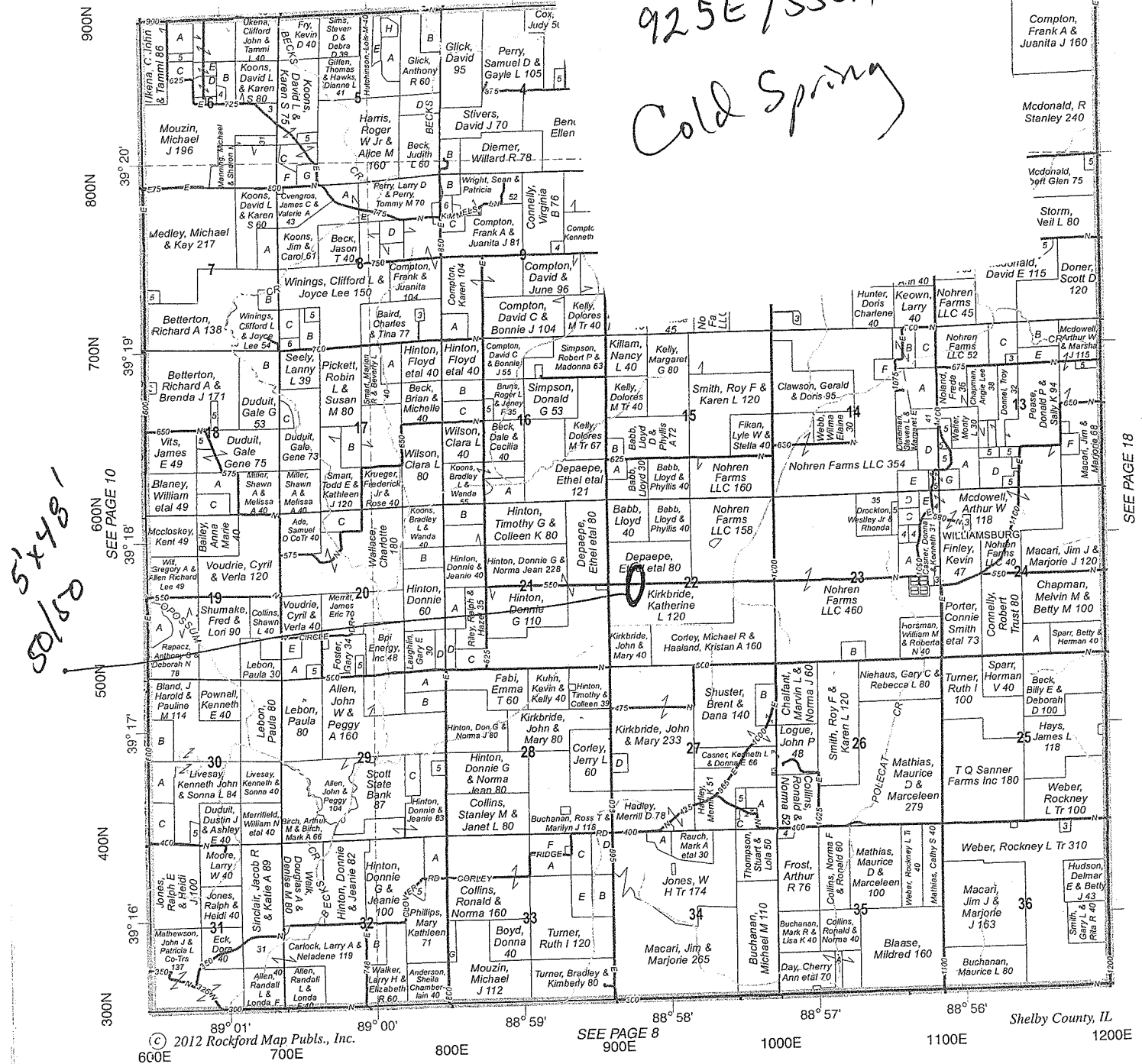


COLD SPRING

or keyed parcels

R.2E.

5' x 48 feet
92.5 E / 550 N
Cold Spring



LATITUDE / LONGITUDE INFORMATION



Latitude and longitude information is a coordinate system written in degrees (°) and minutes (') and uses a grid that enables us to precisely locate a particular place or point on the earth's surface.

Latitude lines, or parallels, run horizontally across the surface of the map and is the angular distance north or south from the equator of a particular point on the earth's surface. The degrees continue 90° north and south, with 0° being located at the equator.

Longitude lines, or meridians, run vertically and is the angular distance of a particular point east or west of the prime meridian at 0° located in Greenwich, England. The degrees continue 180° east and 180° west where they come together to form the International Date Line in the Pacific Ocean.

Degrees latitude and longitude are divided into minutes and seconds for more precision in finding a particular point on earth. There are 60 minutes in each degree and each minute is divided into 60 seconds.

Rockford Map Publishers, Inc. is located at 42°16'N, 89°5'W (42 degrees and 16 minutes north of the equator and 89 degrees and 5 minutes west of the meridian in Greenwich, England.)

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED


RESOLUTION _____


PETITION X


AGREEMENT _____


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Sigel }


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Sigel in said County, would respectfully represent that Bridge 087-3260 needs to be repaired over the Green Creek where the same is crossed by the highway TR425 at a point near NW 1/4 NE 1/4 Section 9; R6E; T9N; 3rd PM

in said Road District, for which said work the Road District of Sigel is responsible; and the cost of which work will be five thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 5th day of May 2014


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.
Road District of Sigel }

I, the undersigned Highway Commissioner of the Road District of Sigel County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Repair Wingwall - Material - 1500

Labor, Equip, Material - 3500

\$5000

and I do estimate that the probable cost of the same will be five thousand Dollars.

Witness my hand, this 5th day of May 2014

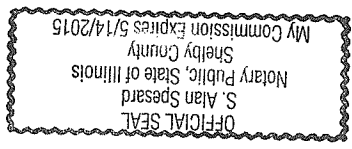

Highway Commissioner.

PETITION FOR COUNTY AID TO BUILD
 OR REPAIR BRIDGE, CULVERT OR
 DRAINAGE STRUCTURE
 ROAD DISTRICT OF

Sigel
 Shelby
 COUNTY, ILLINOIS

County Clerk
 253 Byers Printing Company, Springfield, Illinois.

Filed this _____ day of _____



STATE OF ILLINOIS,
 County of Shelby } ss.
 Road District of Sigel }
 Brian Hoene
 Highway Commissioner of said Road District of
 Sigel
 being duly sworn, on oath says that
 Five thousand
 Dollars mentioned in the estimate to which this
 affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose
 required.

 Highway Commissioner.
 Subscribed and sworn to before me, this _____ day of _____ May _____ 2014







TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION _____

PETITION X

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

Bridge Closed
3156

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Richland


To the County Board of Shelby County, Illinois:

The undersigned, Highway Commissioner of the Road District of Richland in said County, would respectfully represent that Bridge 087-3156 needs to be replaced over the Richland Creek where the same is crossed by the highway TR 217 at a point near NW 1/4 NW 1/4 of Section 28; R5E; T10N/ 3rd PM

in said Road District, for which said work the Road District of Richland is responsible; and the cost of which work will be three hundred sixty thousand Dollars, which sum will be more than .02 per cent of the full, fair cash value of all the taxable property in said Road District, as equalized or assessed by the Department of Revenue, and the tax rate for road purposes in said Road District was in each year for the 2 years last past not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code.

Wherefore, the said Highway Commissioner hereby petitions you for aid, and for an appropriation from the "County Bridge Fund" in the County Treasury of a sum sufficient to meet one half the expenses of said bridge or other work, said Road District being prepared to furnish the other half of the amount required.

Dated at Shelbyville, this 22 day of April 2014


Highway Commissioner.

STATE OF ILLINOIS,

County of Shelby } ss.

Road District of Richland

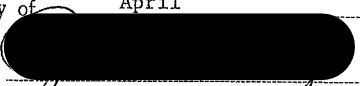
I, the undersigned Highway Commissioner of the Road District of Richland County aforesaid, hereby state that I have made a careful estimate of the probable cost of the

(Here state the description of the work asked for.)

Replace Bridge & Engineering - \$360,000

and I do estimate that the probable cost of the same will be three hundred sixty thousand Dollars.

Witness my hand, this 22 day of April 2014


Highway Commissioner.

**PETITION FOR COUNTY AID TO BUILD
OR REPAIR BRIDGE, CULVERT OR
DRAINAGE STRUCTURE**

ROAD DISTRICT OF

Richland

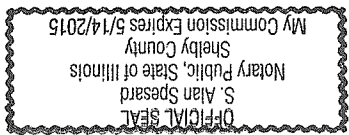
Shelby

COUNTY, ILLINOIS

Filed this _____ day of _____

County Clerk.

253 Byers Printing Company, Springfield, Illinois.



Subscribed and sworn to before me, this _____ day of April, 2014
_____ Highway Commissioner.

three hundred sixty thousand Dollars mentioned in the estimate to which this affidavit is attached is necessary, and that the same will not be more expensive than is needed for the purpose required.
_____ being duly sworn, on oath says that
Richland
Joe Oakley Highway Commissioner of said Road District of

STATE OF ILLINOIS,
County of Shelby } ss.
Road District of Richland }

OKAW

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED

RESOLUTION X

PETITION _____

AGREEMENT _____

DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

RESOLUTION

2014-24

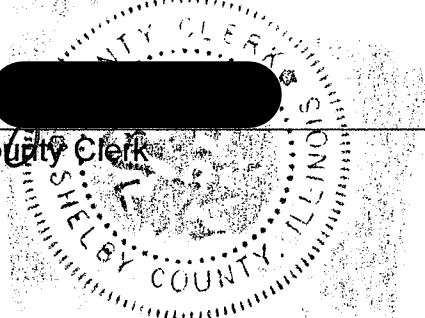
BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for Two Railroad Crossing Approaches with an A-3 Surface Treatment on an Aggregate Base and other Related Items of Work in Okaw Township, Section 13-12109-00-FL, to Brad Agney Backhoe Service based on their low bid submitted at a letting held May 12, 2014, of \$ 143,488.00.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Jessica Fox County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on May 14, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 14th day of May, 2014 A.D.


County Clerk



**Illinois Department
of Transportation**

County SHELBY Date 5-12-2014
 Municipality OKAW Time 9:00 A.M.
 Section 13-12109-00-FL Appropriation SHELBY CO HWY
 Attended by _____

1-1
 Schmidt Construction Co
 1205 Woodland Drive
 Mt Zion IL 62549

1-2
 Benach Construction Co
 307 S Main Street
 PO Box 20
 Tuscola IL 61953

1-3
 Brad Agney
 R/R 4 Box 97
 Shelbyville IL 62565

Proposal Guarantee Terms				Approved Engineer's Estimate											
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	EARTH EXCAVATION		CU YD	379.00	20.00	7,580.00	18.00	6,822.00	26.00	9,854.00	22.00	8,338.00			
2	FURSHING EXCAVATION		CU YD	1,456.00	25.00	36,400.00	30.00	43,680.00	36.00	55,328.00	28.00	40,768.00			
3	TRENCH BACKFILL		CU YD	62.00	33.00	2,046.00	65.00	4,030.00	30.00	1,860.00	50.00	3,100.00			
4	GRADING & SHAP DITCH		FOOT	300.00	4.00	1,200.00	15.00	4,500.00	6.50	1,950.00	7.00	2,100.00			
5	SEEDING CL 2		ACRE	0.70	4,000.00	2,800.00	4000.00	2,800.00	3200.00	2,240.00	3000.00	2,100.00			
6	NITROGEN FERT NUTR		POUND	63.00	3.00	189.00	3.00	189.00	2.50	157.50	3.00	189.00			
7	PHOSPHORUS FERT NUTR		POUND	63.00	3.00	189.00	3.00	189.00	2.50	157.50	3.00	189.00			
8	POTASSIUM FERT NUTR		POUND	63.00	3.00	189.00	3.00	189.00	2.50	157.50	3.00	189.00			
9	MULCH METHOD 2		ACRE	0.70	4,000.00	2,800.00	4500.00	3,150.00	3200.00	2,240.00	3000.00	2,100.00			
10	TEMP EROS CONTR SEED		POUND	140.00	4.00	560.00	6.00	840.00	3.50	490.00	1.00	140.00			
11	TEMP DITCH CHECKS		FT	64.00	30.00	1,920.00	25.00	1,600.00	6.00	384.00	15.00	960.00			
12	INLET & PIPE PROTECT		EACH	9.00	200.00	1,800.00	200.00	1,800.00	100.00	900.00	100.00	900.00			
13	AGG BASE CSE A		TON	1,104.00	30.00	33,120.00	26.00	28,704.00	38.00	41,952.00	26.00	28,704.00			
14	BIT MATLS PR CT		GAL	720.00	8.00	5,760.00	7.75	5,580.00	5.50	3,960.00	6.00	4,320.00			
15	BIT MATLS C & S CT		GAL	2,240.00	5.00	11,200.00	4.00	8,960.00	3.60	8,064.00	4.00	8,960.00			
16	COVER COAT AGG		TON	56.00	125.00	7,000.00	105.00	5,880.00	75.00	4,200.00	125.00	7,000.00			
17	SEAL COAT AGG		TON	28.00	130.00	3,640.00	100.00	2,800.00	75.00	2,100.00	125.00	3,500.00			
18	P CUL CL D 1 15		FT	160.00	21.00	3,360.00	18.00	2,880.00	42.00	6,720.00	27.00	4,320.00			
19	P CUL CL D 1 18		FT	116.00	24.00	2,784.00	21.00	2,436.00	45.00	5,220.00	49.00	5,684.00			
	TOTAL BIDS		% Over(+) / Under(-) Est.	AS READ											

TO: THE SHELBY COUNTY BOARD

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE, HAVING
EXAMINED THE ATTACHED


RESOLUTION X


PETITION


AGREEMENT


DO HEREBY RECOMMEND APPROVAL OF SAME BY THE COUNTY BOARD.

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE









RESOLUTION

2014-25

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the awarding of a contract for the Findlay/Assumption Intersection Improvement, Section 13-00278-00-RS, to Otto Baum Company based on their low bid submitted at a letting held May 12, 2014, of \$ 65,109.86.

STATE OF ILLINOIS)
) SS
COUNTY OF SHELBY)

I, Jessica Fox County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Shelby County at its regular meeting held in Shelbyville, Illinois on May 14, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville in said County this 14th day of May, 2014 A.D.


County Clerk

County Municipality	SHELBY	Date Time	5-12-2014 9:00 A.M.
Section	13-00878-00-RS	Appropriation	SHELBY CO HWY
		Attended by	
Proposal			
Guarantee			
Terms			

Item No. or Group	Items	Delivery	Unit	Quantity	Name and Address of Bidders		Approved Engineer's Estimate		Otto Baum Company 1788 Hubbard Ave Decatur IL 62526		Benlach Construction Co 307 S Main Street PO Box 20 Tuscola IL 61953		Brad Agney RR 4 Box 97 Shelbyville IL 62565	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
	Earth Excavation		Cu Yd	134.00	20.00	2,680.00	105.67	14,159.78	35.00	4,690.00	134.00	17,956.00		
	PCC Pavement 8"		sq yd	834.00	55.00	45,870.00	49.68	41,433.12	96.00	80,064.00	106.00	88,404.00		
	Agg Shoulders type a		tons	88.00	30.00	2,640.00	66.42	5,844.96	45.00	3,960.00	57.00	5,016.00		
	Survey Monuments		Each	2.00	500.00	1,000.00	1836.00	3,672.00	430.00	860.00	150.00	300.00		
	TOTAL BIDS		% Over(+)/ Under(-) Est.	AS READ		52,190.00		65,109.86		89,574.00		111,676.00		

Zoning/EMA/PCOM Report

Shelby County Board Meeting 5/14/14

Zoning

12 Building Permits Issued in April

- 7 Accessory Building
- 1 Modular Home
- 1 Residential Additions
- 1 Communication Tower
- 2 New Residences

Drafting Airport Overlay regulations for review.

EMA

May is Pet Preparedness Awareness Month.

Attended 2014 IESMA Training Conference April 30th through May 3rd.

Hosted EOC Management and Operations on April 16th and April 17th at the Lake Shelbyville Visitor's Center.

IEMA recently announced grant awards to enhance security at schools. Congratulations to Shelbyville, Stewardson-Strasburg, Cowden-Herrick and Central A&M.

PCOM

Please Reference PCOM Report in Board Packet

April Building Permit Log

<u>Permit #</u>	<u>Date</u>	<u>Name</u>	<u>Township</u>	<u>Parcel ID</u>	<u>Type</u>	<u>Est. Cost</u>	<u>Fee</u>
14-018	4/4/2014	Irl Rincker	22; Shelbyville	2013-22-00-100-005	Acc. Building	N/A	N/F
14-019	4/4/2014	Donald Hubner	26; Rural	1906-26-00-200-002	Acc. Building	N/A	N/F
14-020	4/10/2014	Neil Wooters	21; Moweaqua	1001-21-00-300-004	Res. Addition	N/A	\$ 125.00
14-021	4/10/2014	Jason Hendershot	13; Richland	1614-13-00-300-008	Modular Home	\$ 164,000.00	\$ 175.00
14-022	4/14/2014	Travis Vonderheide	12; Holland	0825-12-00-100-014	Acc. Building	N/A	N/F
14-023	4/15/2014	Bart Williamson	30; Okaw	1208-30-00-200-017	Acc. Building	N/A	N/F
14-024	4/21/2014	Rick and Nancy Olsen	31; Windsor	2409-31-00-300-005	Acc. Building	N/A	N/F
14-025	4/21/2014	Kirk Beyers	33; Oconee	1116-33-00-200-014	Acc. Building	N/A	N/F
14-026	4/22/2014	Central States Tower	27; Prarie	1520-27-00-100-003	Comm Tower	N/A	\$ 3,500.00
14-027	4/22/2014	Dennis Glick	05; Cold Spring	0417-05-00-200-015	Acc. Building	N/A	N/F
14-028	4/23/2014	Gene Kats	02; Okaw	1208-02-00-300-010	New Residence	\$ 115,000.00	\$ 175.00
14-029	4/23/2014	Gary Thompson	23; Oconee	1116-23-00-200-001	New Residence	\$ 110,000.00	\$ 175.00

ROAD & BRIDGE COMMITTEE

Meeting Minutes May 12th, 2014

- **Roll Call:** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance was Alan Spesard
- **Approval of Meeting Minutes**
 - Previous minutes of meeting was approved
- **Review Claims** Monthly payroll and claims from the County Bridge, County Highway, FASM, Co. MFT, Local Bridge, Township Construction, Township MFT accounts were reviewed and signed by committee members
 - Committee recommended approval of claims
- **Ken Barr has asked that closed Herrick Bridge be constructed:**
 - Kenny stated Herrick has the money; raised taxes for bridges, May have to hire a lawyer, previously offered to pay additional share of costs of bridge; improved road to bridge
 - Committee decided to leave current bridge priorities as is
- **New Business:**
 - Resolution to Award Findlay-Assumption Intersection Bid
 - Committee recommended approval
 - Resolution to Award Okaw Rrting Bid
 - Committee recommended approval
 - 3 Petitions from Cold Spring Highway Commissioner to replace pipe
 - committee recommended approval
 - Petition from Sigel Highway Commissioner to repair bridge – also wants it replaced
 - Committee recommended approval
 - Resolution from Richland Highway Commissioner to replace closed bridge
 - Committee recommended approval
 - Bridge on State Highway east of Shelbyville to be posted
 - Bridge on County Line with Fayette County will require Shelby County to contribute to cost per statutes
 - ROW problems with closed bridge in Prairie Township – and, Highway commissioner would rather we build bridge on 100N
 - Got paid \$40K of grant from DCEO for intersection improvements – Deb Page will put in interest bearing account
 - Discuss update on Lakewood bridge funding process with IEMA
 - Attended Chapin Rose's economic development conference – ADMs inland port ...
 - Last installment of Capital Bill was approved. All local agencies should receive payment soon
 - Tower Hill rrxing approach work and side road construction scheduled for FY15
 - County rock stockpile located in Sigel moved per direction from railroad. Trying to get an agreement with town of Sigel on stockpiling on their property
 - Have been informed that Sigel Highway Commissioner is under investigation for a Felony(s).
 - Highway Commissioner conference scheduled for May 9th
 - Audit Report -- Met with Robin Yockey on Budget over expenditures – agreed that in the future the County Highway Dept would be audited based on total amount of budget.
 - Hired Shane Kircher as Laborer
 - I am planning a Vacation for one week in May
- **Old Business:**
 - Notified of contaminated soil in Village of Herrick – State's Attorney - Gina is reviewing
 - Marlin Environmental called about Findlay agreement – I referred them to Gina
 - Significant Budget issues:
 - Oklahoma road DCEO grant (\$200K) not released as yet – Contacted Tim Dudley

ROAD & BRIDGE COMMITTEE

Meeting Minutes May 12th, 2014

- Clarksburg County Highway grant (\$390K) railroad crossing projects is reimbursable
Tax & MFT revenue down
- Ken Bahr has asked us to cleanout township road ditches in Fayette county that county pipe
drain to because he can't get them to do it – called Fayette County Engineer and he said the
Township highway commissioner should clean his own ditch – **Talked to Richard Vaughn
(Bowling Green Highway Commissioner 618-267-6355) and he agreed to relocate
entrance pipes and clean ditches.**
- Damage occurred to Neoga Road surface – **Received quote from Howell Paving and mailed
it to Don Strohl**
- Oklahoma Bridge first bill received – Did not pay it waiting on DCEO grant approval
- **Adjournment: Next meetings scheduled for June 6th and 9th**

ROAD & BRIDGE COMMITTEE
Meeting Minutes
May 9th , 2014

- **Roll Call** Bruce Cannon, Dave Cruitt, Jesse Durbin, Larry Lenz
 - Also in attendance: Alan Spesard, County Engineer
- **New Business:**
 - The Shelby County Highway Dept. hosted the semi-annual conference for Highway Commissioners and guests (see attached agenda)
- **Adjournment:** Next meeting scheduled for May 12th 2014

SHELBY COUNTY

HIGHWAY COMMISSIONER SPRING CONFERENCE

FRIDAY, MAY 9, 2014

You are cordially invited to attend the Annual Spring Conference for Shelby County Highway Commissioners and Guests hosted by the Shelby County Highway Department.

This conference is intended to provide information that will aid in the performance of your duties and to facilitate coordination of future activities between all interested parties.

The tentative agenda for this year's conference is as follows:

AGENDA

Registration and Introductions (Coffee and Donuts Provided)	9:00 AM
County Engineer	Items of interest and open discussion/suggestions
Aggregate Quality	Dave Miller, IDOT – Materials Engineer
BREAK	More Coffee and Donuts
Bridge Inspection & Repair	Jack Elston, IDOT – Local Bridge Unit Chief
Express Foundations	Mike Bierbaum, Clark County Supply
Lunch	Sponsored by the Shelby County Highway Department

The conference is scheduled to begin at 9am at the Shelby County Highway Office and should conclude at about 1:00 pm.

Please call ahead of time so that a head count for lunch can be estimated.

Hope to see you there!

Sincerely,




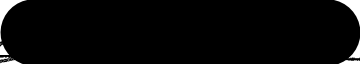
Alan Spesard
County Engineer

DATE: May 12, 2014

WE, THE MEMBERS OF THE ROAD AND BRIDGE COMMITTEE HAVING
EXAMINED THE FOLLOWING DO HEREBY RECOMMEND APPROVAL OF
SAME BY THE COUNTY BOARD.

CPCA
COUNTY BRIDGE FUND
COUNTY HIGHWAY FUND
COUNTY MOTOR FUEL TAX FUND
FAS MATCHING FUND
LOCAL BRIDGE FUND
TWP. BR. SUPR. ENGR. FUND
TWP. CONSTRUCTION FUND
TWP. MOTOR FUEL TAX FUND

RESPECTFULLY SUBMITTED,
ROAD & BRIDGE COMMITTEE

HIGHWAY PAYROLL ACCOUNT

DATE: May 9, 2014

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3842.31
D. Culberson ✓ 16		16.77		25.16	1173.86		1173.86
K. Petard ✓ 244		23.81		35.72	1902.87		1902.87
S. Short ✓ 386		23.45	2 ✓	35.18	1874.70	70.30	1945-
M. Lorton ✓ 172		19.95	5 ✓	29.93	1594.15	149.45	1743.60
S. Prosser ✓ 188		23.32		34.98	1863.70		1863.70
R. Haycraft ✓ 328		21.36		32.04	1707.03		1707.03
C. Evans ✓ 153		21.12		31.68	1687.44		1687.44
J. Agney ✓ 102		21.12		31.68	1687.44		1687.44
K. Vail ✓ 226		17.99		26.99	1438.15		1438.15
D. West ✓ 489		12.50		18.75	1000.00		1000.00
S. Kircher 58 64		12.50		18.75	1000.00		800-
Co. MFT		3842.31					
Co. Hwy.		11357.62					
Twp. Br. Sup.		5591.47					

AS

HIGHWAY PAYROLL ACCOUNT

4-11-2014

DATE:

NAME	REG. HRS.	REG. HR. RATE	OVER T.	OVER T. RATE	REG. PAY	O.T. PAY	TOTAL PAY
S. Alan Spesard ✓ 464							3765.39
D. Culberson ✓ 16		16.77		25.16	1173.86		1173.86
K. Petard ✓ 244		23.81		35.72	1902.87		1902.87
S. Short ✓ 386		23.45	2.0 ✓	35.18	1874.70	703.0	1945-
M. Lorton ✓ 172		19.95		29.93	1594.15		1594.15
S. Prosser ✓ 188		23.32		34.98	1863.70		1863.70
R. Haycraft ✓ 328		21.36		32.04	1707.03		1707.03
C. Evans ✓ 153		21.12		31.68	1687.44		1687.44
J. Agney ✓ 102		21.12	4 hours Foreman time = 4 B. B. / → + 8.51	31.68	1687.44		1696.25
K. Vail ✓ 226		17.99		26.99	1438.15		1438.15
D. West ✓ 489		12.50		18.75	1000.00		1000-
T. Moore ✓ 178	32	12.50					400 ⁰⁰
Co. MFT		3765.39					
Co. Hwy.		10966.43					
Twp. Br. Sup.		5442.02					

027501101008

Health Committee

May 12, 2014

Jessie Durbin
Robert Nenter
Richard Nagler
Kenny Barr
Barbara Bennett

All claims were approved.

FILED

MAY 13 2014

Jessie Fox
SHELBY COUNTY CLERK

Lees & Salary

May 13, 2014

Dave Pruitt
Barb Bennett

All Claims were approved except couple
of Ambulance Claims.

FILED

MAY 13 2014

Jessica Fox
SHELBY COUNTY CLERK

Purchasing Committee
May 13, 2014

Present Lynn Williams Frank Mulholland
Robert Hunter Don Stoll

Bills were presented

Lynn Williams made motion to approve
bills Robert Hunter seconded All vote aye

Robert Hunter made motion to adjourn
Frank Mulholland seconded All vote aye

FILED
MAY 13 2014

Jessica Cox
SHELBY COUNTY CLERK

**C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report**

Shelby County

Hours of Service for Shelby County Transportation are 7:00 A.M. to 5:00 P.M.													
Bring Indexes	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
Number of Days of Service	22	22	20	23	18	20	21	19	21				186
Number of Trips	1,181	1,555	1,787	1,808	1,548	1,484	1,254	1,394	1,828				13,879
Number of Vehicles	7	7	7	7	7	7	7	7	7				9,444
Revenue Vehicle Hours	1,249	1,092	1,081	1,169	968	975	879	947	1,084				104,124
Revenue Vehicle Miles	14,075	13,482	12,478	12,029	10,370	10,520	9,055	10,190	11,925				\$78,812
DOAP Revenues				\$25,866		\$29,620			\$23,326				\$63,964
5311 Revenues						\$28,150			\$35,814				\$4,197
JARC Revenues						\$4,197							\$37,909
Contract Revenues		\$398	\$5,321	\$5,273	\$5,385	\$5,369	\$5,468	\$5,384	\$5,311				\$2,934
Fares	\$219	\$402	\$274	\$252	\$238	\$526	\$250	\$438	\$335				\$274,076
System Expenses	\$13,342	\$48,375	\$25,913	\$19,666	\$35,188	\$45,614	\$16,926	\$28,866	\$40,186	\$0	\$0	\$0	\$-86,260
Net Revenues	-\$13,123	-\$47,575	-\$20,318	\$11,725	-\$29,565	\$22,248	-\$11,208	-\$23,044	\$24,600				1,280
Ridership	99	143	160	149	145	162	135	138	149				34
Trip Denials	0	0	0	3	6	2	9	8	6				0
Trip Denied but Provided													
Cost per Trip	\$11.30	\$30.33	\$14.50	\$10.88	\$22.73	\$30.74	\$13.50	\$20.71	\$21.98	\$0.00	\$0.00	\$0.00	\$19.75
Cost per Hour	\$10.68	\$44.30	\$23.97	\$16.82	\$36.35	\$46.78	\$19.26	\$30.48	\$37.07	\$0.00	\$0.00	\$0.00	\$29.02
Cost per Mile	\$0.95	\$3.59	\$2.08	\$1.63	\$3.39	\$4.34	\$1.87	\$2.83	\$3.37	\$0.00	\$0.00	\$0.00	\$2.63
Maintenance of Vehicles	7	4	5	6	6	6	6	7	7				54
Maintenance of Facilities	0	0	0	0	0	0	0	0	0				0
New Service Contracts	0	0	0	0	0	0	0	0	0				0
Overtime Hours													0
Complaints	0	0	0	0	0	0	0	0	0				0
Vehicle Accidents	0	0	0	0	0	0	0	0	0				0
Mobility Index Outcomes/Efforts	0.053	0.071	0.080	0.081	0.069	0.066	0.056	0.062	0.082	0.000	0.000	0.000	0.621
Annualized Mobility Index	0.634	0.745	0.816	0.855	0.850	0.841	0.817	0.808	0.827	0.745	0.677	0.621	
(Note - Annual Goal is .69)													
2010 Census Rural Population													
Shelby County	22,363												

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

TREASURER'S REPORT

May 5, 2014

Beginning Balance

April 30, 2014

\$ 8,906.66

Deposits

Heartland Payment Systems--Credit Card Fuel Sales	\$ 1,840.18
Fuel Sales--Cash & Check	\$ 521.87
Rent	\$ 1,645.00
State Reimbursement for Electrical Vault Project #4149	\$ 12,814.88
Transfer from Busey Bank	\$ 1,050.50
Transfer from Farm Account	\$ 25,000.00
Bank Interest	\$ 1.36
	\$ 42,873.79
	\$ 51,780.45

Bills Received and Paid

Consolidated Communications--January, 2014	\$ 168.58
Heartland Payment Systems--Fees	\$ 83.91
Express Services, Inc.--FBO 03-30-2014/04-27-2014	\$ 3,750.00
Steve Wempen--Bookkeeping April, 2014	\$ 200.00
Ameren Illinois	\$ 182.50
Illinois Department of Revenue--1st Qrt. Sales Tax Payment	\$ 202.00
City Area Water/Sewer Department	\$ 68.48
Shelby Electric Cooperative	\$ 1,156.39
Albion Radio--NDB 2nd Qrt. Maintenance	\$ 420.00
Shelbyville Ace Hardware--Misc. Supplies	\$ 3.29
Arrow Energy--2000 Gallon 100LL	\$ 9,862.66
Scott Jetson--Reimbursement--WalMart/Brake Fluid & Supplies	\$ 76.85
Farm Pride Shelbyville--Oil & Fuel Filters	\$ 56.30
	\$ 16,230.96
	\$ 35,549.49

Shelby County State Bank
Busey Bank
Farm Agency Account
Certificates of Deposit

F I L E D
MAY 08 2014

Total

	\$ 35,549.49
	\$ 99.28
	\$ 41,929.36
	\$ 65,624.69
	\$ 143,202.82

Prepared by Steve Wempen--Sec/Treas

Denise Joy
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

April 14, 2013

Jim Looft calls the meeting to order.

Members present at meeting:

Commissioners-Jim Looft, Rick Brown and Steve Wempen

County Board Members--Bob Simpson, Bob Jordan

Airport Manager--Scott Jefson

Others Present-- Jim Schwerman, Jim Hampton

The minutes were read by all. Jim makes a motion to approve the minutes.

It was seconded by Rick and was approved by all saying aye.

The Treasurer's report was read.

Jim makes a motion to approve the Treasurer's Report. Rick seconded and it was approved by all saying aye.

Bills Presented

Steve Wempen--Reimbursement for EBay Ink Purchases	\$	73.90
--	----	-------

Jim makes a motion to pay said bill as presented and Rick seconded and it was approved by all saying aye.

Jim Schwerman and Jim Hampton are present to see about field access and if there are any special instructions for the farming this year. Scott mentions the new wind sock and asks how close he was going to farm up to it.

Scott also mentions that the waterways have been redone so the drainage should be better.

Jim Schwerman suggest planting some grass up around it as a barrier. Some discussion follow on the matter.

Jim also confirms the location where the corn is to be planted as to not cause a visibility issue with the pilots.

We are going to have 64 acres of corn and 71 acres of soybeans. Jim discussed the different seed he had purchased for this year. Jim also mentions selling about thirty percent of the expected crop, both corn and beans and that he has also taken out some crop insurance again for this year.

Scott asks Jim Hampton about maybe some help dragging trees off the field that he has cut. Jim replied he'd be willing if he could get the time.

There was also some discussion on the tree that needs to be taken out or topped in Donnie Hubners front yard.

Some discussion followed on the matter. Scott also mentions speaking with Ken Haney about spraying the fence row to maintain it.

Manager's Report

Called Fox and Austin to come and give us a bid for replacing the raised concrete in the Main Hangar.

The bid for front hangar is \$10,000 for a 10 X10 area and 15X30 area. This includes removing the existing concrete, repacking new rock for a base and pouring 5" of new concrete.

We have a few new leaks in the back hangar that need taken care of. Scott asks about maybe painting the inside of the front hangar this year to help clean it up a bit.

Talked to a Barry Brown about steam cleaning the concrete floor so we could possibly paint it.

May 8th thru the 11th, Scott will be in Decatur with the B-17. The EAA Chapter there is hosting the

B-17 and as president of the EAA Chapter up there Scott needs to be there. Also May 24th there is a

EAA Young Eagles fly-in in Decatur. June 21st there will be a Young Eagles fly-in and breakfast here

in Shelbyville. On June 17th the EAA meeting will here at our airport. There will be a crop duster here in the Main Hangar and he will give a presentation.

The electrical supplies are in the hangar now for the additional circuits needed when hosting events here at the airport. Dr. Lori Mizer asks about changing their meeting to a different night. They are the only group using the airport now, so that isn't a problem.

Scott mentions maybe starting his own business out here for himself because of liability issues. Some discussion followed on the matter.

Last item is Bob Howies incident last year hitting the taxiway light and damaging his airplane. A lengthy discussion followed on the matter as far as who's at fault and where the end of the runway is supposed to be.

Rick Brown mentions the current selling price of 100LL and that the new sales tax rate takes effect July 1st. If we leave price as is we will net a percent less. Steve mentions working on a income and expense sheet to see where we stood as far as profit or loss in regards to fuel sales, but it is incomplete.

Jim Looft asks about when the asphalt project behind the Main Hangar. Scott replied that actual work will not begin till 2015 because of the money not being released till late summer and being to late in the year to start work.

Jim's concern was not running short of money if we do the concrete work in the Main Hangar.

Scott mentions talking to Larry from Morgan Distribution about a used tank for Jet fuel. Steve mentions Jet fuel and a dispenser is a project scheduled for 2015, which will probably start in 2016.

We could do the project now but would have to fund it till the 2015 money is available before pursing any reimbursements. A lengthy discussion on the different options to pursue jet fuel ensued.

Steve said he would see about getting a start on the 2015 fuel project so as to be more ready to go when the money is available.

Jim makes a motion to adjourn and all were in favor by saying aye.

Shelby County Airport and Landing Field Commission
Fuel Sales April, 2014

[illegible]

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
31-Mar-14	Balance Shelby County State Bank				\$ 8,906.66
1-Apr-14	Heartland Payment Systems--Deposit			\$ 27.50	\$ 8,934.16
1-Apr-14	Heartland Payment Systems--Fees		\$ 83.51		\$ 8,850.65
2-Apr-14	Heartland Payment Systems--Deposit			\$ 432.28	\$ 9,282.93
2-Apr-14	Heartland Payment Systems--Fees		\$ 0.40		\$ 9,282.53
4-Apr-14	Heartland Payment Systems--Deposit			\$ 499.26	\$ 9,781.79
6-Apr-14	Express Services--FBO 03-30-2014	022-5210.01-023	\$ 750.00		\$ 9,031.79
6-Apr-14	City Area Water-Sewer Department	022-7810.12-023	\$ 68.48		\$ 8,963.31
6-Apr-14	Albion Radio--NDB Maint. 2nd Qrt.	022-7442.12-023	\$ 420.00		\$ 8,543.31
6-Apr-14	Shelby Electric Cooperative	022-7810.12-023	\$ 1,156.39		\$ 7,386.92
6-Apr-14	Shelbyville Ace Hardware--Misc. Supplies	022-7000.12-023	\$ 3.29		\$ 7,383.63
6-Apr-14	Arrow Energy--2000 Gal 100LL	022-8010.12-023	\$ 9,862.66		\$ (2,479.03)
7-Apr-14	Heartland Payment Systems--Deposit			\$ 439.80	\$ (2,039.23)
9-Apr-14	Illinois Department of Revenue--1st Qrt Sales Tax Pmt.		\$ 202.00		\$ (2,241.23)
10-Apr-14	Rent--B Brunken \$85, J Green \$85, R Howe \$255 R.Creamer \$285				
	Fuel		\$205.26	\$ 915.26	\$ (1,325.97)
11-Apr-14	Heartland Payment Systems--Deposit			\$ 198.30	\$ (1,127.67)
4783	13-Apr-14 Ameren IP--Gas Back Hangar--\$90.77	022-7810.12-023	\$ 182.50		\$ (1,310.17)
4784	13-Apr-14 Scott Jefson--Reimb. For WalMart Brake Fld & Supplies	022-7441.12-023	\$ 76.85		\$ (1,387.02)
4785	13-Apr-14 Express Services, Inc.--FBO 04-06-2014	022-5210.01-023	\$ 750.00		\$ (2,137.02)
	14-Apr-14 Transfer from Farm Account			\$ 25,000.00	\$ 22,862.98
4786	17-Apr-14 Express Services, Inc.--FBO 04-24-2014	022-5210.01-023	\$ 750.00		\$ 22,112.98
	17-Apr-14 Heartland Payment Systems, Inc.--Deposit			\$ 20.53	\$ 22,133.51
	21-Apr-14 Heartland Payment Systems, Inc.--Deposit			\$ 46.45	\$ 22,179.96
	22-Apr-14 Rent--L Bachman \$85, D Beyers \$285, AJ Wiss \$85 J Livesay \$95, D Pearcy \$190, M Greer \$55				
	Fuel		\$213.79	\$ 1,008.79	\$ 23,188.75
4787	24-Apr-14 Express Services, Inc.--FBO 04-20-2014	022-5210.01-023	\$ 750.00		\$ 22,438.75
	23-Apr-14 Heartland Payment Systems, Inc.--Deposit			\$ 20.64	\$ 22,459.39
	28-Apr-14 Heartland Payment Systems, Inc.--Deposit			\$ 155.42	\$ 22,614.81
	30-Apr-14 Rent--A Krause \$85, M Greer \$55				
	Fuel		\$102.82	\$ 242.82	\$ 22,857.63
	30-Apr-14 Transfer From Busey Bank			\$ 1,050.50	\$ 23,908.13
4788	30-Apr-14 Steve Wempen--Bookkeeping April 2014	022-5220.12-023	\$ 200.00		\$ 23,708.13
4789	30-Apr-14 Consolidated Communications	022-7810.12-023	\$ 168.58		\$ 23,539.55
4790	30-Apr-14 Farm Pride Shelbyville--Oil & Fuel Filters	022-7441.12-023	\$ 56.30		\$ 23,483.25
4791	30-Apr-14 Express Services, Inc.--FBO 04-27-2014	022-5210.01-023	\$ 750.00		\$ 22,733.25
	30-Apr-14 State Reimbursement--Electrical Vault Project			\$ 640.94	\$ 23,374.19
	30-Apr-14 State Reimbursement--Electrical Vault Project			\$ 12,173.94	\$ 35,548.13
	30-Apr-14 Bank Interest			\$ 1.36	\$ 35,549.49
	Board Meeting--May 5, 2014				

April 30, 2014

Total Monthly Expenses

Public Buildings

5/2/14

Discussed Wty Proposal Wt 2, No.

Contact Swinger for Estimate - OK?

Arrange to have him at our Next mtg

Bruce Reported Judge's complaint of
Clerk's Space

FILED

MAY 02 2014

Jessica Doy
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION **TREASURER'S REPORT** **April 14, 2014**

Beginning Balance

March 3, 2014

\$ 11,241.58

Deposits

Heartland Payment Systems--Credit Card Fuel Sales	\$ 1,225.08
Fuel Sales--Cash & Check	\$ 280.70
Rent	\$ 1,625.00
Scott Jetson--Ameren Bill for Back Hangar	\$ 298.86
Transfer from Busey Bank	\$ 1,027.10
Bank Interest	\$ 0.68
	<u>\$ 4,457.42</u>
	\$ 15,699.00

Bills Received and Paid

Consolidated Communications--January, 2014	\$ 168.49
Heartland Payment Systems--Fees	\$ 65.05
Express Services, Inc.--FBO 03-02-2014/03-23-2014	\$ 3,000.00
Steve Wempen--Bookkeeping March, 2014	\$ 200.00
Ameren Illinois	\$ 343.49
MDI--Hydraulic Fluid & Oil	\$ 1,515.32
City Area Water/Sewer Department	\$ 14.30
Shelby Electric Cooperative	\$ 1,238.49
Johnson Diesel Service--Replace Tractor Fuel Injectors	\$ 247.20
	<u>\$ 6,792.34</u>
	\$ 8,906.66

Shelby County State Bank
 Busey Bank
 Farm Agency Account
 Certificates of Deposit

FILED
 APR 22 2014

Jessica Boy
 SHELBY COUNTY CLERK

Total

\$ 8,906.66
\$ 99.28
\$ 66,929.36
\$ 65,624.69
<u>\$ 141,559.99</u>

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

MINUTES OF MEETING

March 3, 2013

Jim Looft calls the meeting to order.

Members present at meeting:

Commissioners--Jim Looft, Rick Brown and Steve Wempen

County Board Members--Bob Simpson, Bob Jordan

Airport Manager--Scott Jefson

Others Present--

The minutes were read by all. Jim makes a motion to approve the minutes.

It was seconded by Rick and was approved by all saying aye.

The Treasurer's report was read.

Jim makes a motion to approve the Treasurer's Report. Rick seconded and it was approved by all saying aye.

Bills Presented

Morgan Distribution--Hyd Fluid & Engine Oil	\$ 1,550.32
Scott Jefson--Walmart-Brake Fluid & Misc. Supplies	\$ 76.85

Jim makes a motion to pay said Bills as presented and Rick seconded and it was approved by all saying aye.

Manager's Report

Scott reports that he and Albion Radio had been working a lot on the ADF and also that Hansons had called Albion Radio asking they be present for the rescheduled flight check. After getting things ready for the flight check, the FAA canceled and would reschedule at a later date because of problems with the airplane.

The Horse club people are going to meet on Tuesdays and Saturdays for awhile.

Scott asked the commission if it would be ok to donate the old runway lights to the EAA as a way to dispose of them without throwing them away. The commission approved.

Scott also mentions Ray Connelly of Albion radio informing him of the values of the various part to our old Papi. Ray is going to think about an offer to purchase the old papi and get back to us.

Scott also brings up the old regulator that got blown up and maybe selling it for what ever we can get.

Steve mentions talking to Butch Ripatoe of Moore in Effingham about maybe buying it.

Scott mentions accepting different fuel cards from pilots who fly pipelines and Steve replied that Heartland Payment Systems software does not support any of those type cards.

Scott asks about the possibility of reskinning the Main Hangar this summer. There was a short discussion on the matter.

Jim mentions putting a couple reflectors at the airport entrance.

Jim also asks about any updates on the Waco Club coming to Shelbyville. Scott replies that they are going to have one more event at the old location.

Jim makes a motion to adjourn and all were in favor by saying aye.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

CHECK NO.	DESCRIPTION OF TRANSACTION	BUDGET ACCT NOS.	DEBITS	CREDITS	BALANCE
	3-Mar-14 Balance Shelby County State Bank				\$ 11,241.58
4765	1-Mar-14 City Area Water/Sewer	022-7810.12-023	\$ 14.30		\$ 11,227.28
	3-Mar-14 Heartland Payment Systems--Deposit			\$ 12.57	\$ 11,239.85
	3-Mar-14 Heartland Payment Systems--Fees		\$ 0.80		\$ 11,239.05
	3-Mar-14 Heartland Payment Systems--Fees		\$ 64.25		\$ 11,174.80
4766	5-Mar-14 Express Services--FBO 03-02-2014	022-5210.01-023	\$ 369.21		\$ 10,805.59
4767	5-Mar-14 IMD--Hydraulic Fluid & Oil w/Drum Deposit	022-8010.12-023	\$ 1,515.32		\$ 9,290.27
4768	10-Mar-14 Johnson Diesel Service--Replace Tractor Fuel Injectors	022-7441.12-023	\$ 247.20		\$ 9,043.07
	12-Mar-14 Heartland Payment Systems--Deposit			\$ 28.11	\$ 9,071.18
	12-Mar-14 Heartland Payment Systems--Deposit			\$ 447.58	\$ 9,518.76
4769	16-Mar-14 Express Services, Inc.--FBO 03-09-2014	022-5210.01-023	\$ 750.00		\$ 8,768.76
4770	16-Mar-14 Ameren--Gas Back Hangar--\$216.49	022-7810.12-023	\$ 343.49		\$ 8,425.27
4771	16-Mar-14 Shelby Electric Cooperative	022-7810.12-023	\$ 1,238.49		\$ 7,186.78
	17-Mar-14 Heartland Payment Systems--Deposit			\$ 71.48	\$ 7,258.26
	17-Mar-14 Heartland Payment Systems--Deposit			\$ 135.55	\$ 7,393.81
	19-Mar-14 Heartland Payment Systems--Deposit			\$ 133.85	\$ 7,527.66
	20-Mar-14 Heartland Payment Systems--Deposit			\$ 260.06	\$ 7,787.72
	22-Mar-14 Rent--L Bachman \$85, A Krause \$85, B Howie \$255				
	Rent--B Brunk \$85, A J Wiss \$85, R Brown \$425				
	J Livesay \$95,				
	Scott Jefson--Ameren Bill for Back Hangar				
	Fuel				
4772	24-Mar-14 Express Services, Inc.--FBO 03-16-2014	022-5210.01-023	\$ 750.00	\$ 1,575.59	\$ 9,363.31
4773	24-Mar-14 Consolidated Communications	022-7810.12-023	\$ 168.49		\$ 8,613.31
	24-Mar-14 Heartland Payment Systems, Inc.--Deposit			\$ 20.53	\$ 8,444.82
	24-Mar-14 Heartland Payment Systems, Inc.--Deposit			\$ 26.08	\$ 8,465.35
4774	24-Mar-14 Steve Wempen--Bookkeeping March 2014	022-5220.12-023	\$ 200.00		\$ 8,291.43
4775	25-Mar-14 Express Services, Inc.--FBO 03-02-2014	022-5210.01-023	\$ 380.79		\$ 7,910.64
	25-Mar-14 Heartland Payment Systems--Deposit			\$ 89.27	\$ 7,999.91
4776	26-Mar-14 Express Services, Inc.--FBO 03-23-2014	022-5210.01-023	\$ 750.00		\$ 7,249.91
	27-Mar-14 Rent--D Gherardini \$255, S Durbin \$255--Fuel \$118.97			\$ 628.97	\$ 7,878.88
	27-Mar-14 Transfer from Busey			\$ 1,027.10	\$ 8,905.98
	31-Mar-14 Bank Interest			\$ 0.68	\$ 8,906.66
	Board Meeting--April 14, 2014				

[illegible]

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION **BUDGET ACCOUNT SUMMARY** **March 31, 2014**

CHECK NO.	DATE	5210.01	5220.12	6120.12	7000.12	7441.12	7442.12	7443.12	7444.12	7810.12	8010.12	9900.12
4765	YTD	\$20,250.00	\$1,400.00	\$11,049.00	\$0.00	\$230.97	\$1,114.59	\$6,901.93	\$0.00	\$697.29	\$7,884.54	\$11,590.94
4766	1-Mar-14									\$14.30		
4767	5-Mar-14	\$369.21										
4768	5-Mar-14											
4769	10-Mar-14					\$247.20						
4770	16-Mar-14	\$750.00										
4771	16-Mar-14											
4772	24-Mar-14	\$750.00										
4773	24-Mar-14											
4774	24-Mar-14											
4775	25-Mar-14	\$380.79	\$200.00							\$168.49		
4776	26-Mar-14	\$750.00										

31-Mar-14	\$3,000.00	\$200.00	\$0.00	\$0.00	\$0.00	\$247.20	\$0.00	\$0.00	\$0.00	\$1,764.77	\$1,515.32	\$0.00
YTD	\$23,250.00	\$1,600.00	\$11,049.00	\$0.00	\$230.97	\$1,361.79	\$6,901.93	\$0.00	\$697.29	\$9,649.31	\$13,106.26	\$186.48
Monthly Expenses		\$ 6,727.29										
Heartland Fees		\$ 65.05										
IL. Dept. of Rev.--Sales Tx		\$ -										
Total Monthly Expenses		\$ 6,792.34										

Shelby County Airport and Landing Field Commission
Fuel Sales March, 2014

[illegible]

4/16/14 9:00 AM
Bruce Carron
Kay Kearney
David Cruitt
Gary Gergeni
Barb Bennett

Budget Committee
Larry Lenz
Jim Warren
Don Strohl

Also present County Treasurer Debbie Page,
County Clerk Jessica Fox, State Atty Mira Vonderheide

Litigation discussed with State Atty
Vonderheide

Also discussed was Gaming Ordinance,
Hutton dog case, Animal Control Municipal
contracts and BOR appointed vs. elected

FY 14-15 Budgets and worksheets handed
out and reviewed and discussed

BOR raise - No Strohl, Warren
all yr

County elected officials raises discussed
No raises to be given to this year
elected officials, plan on holding the
line for the future

4/16/14

Animal Control facilities and plans discussed, sources of revenue discussed for a new facility

CIPT to be on May agenda IDOT concerns PT account we opened should not be pass through

Kearney made motion to adjourn
Cruett seconded all aye by voice

11:22 Am

FILED

APR 16 2014

Jessica Fox
SHELBY COUNTY CLERK

FILED

APR 30 2014

Animal Control

4-30-2014

9:00 a.m.

Jessie Fox
SHELBY COUNTY CLERK

Brad, Bob, Joe

Kay, Dr. Spesard

Reviewed and approved payroll & claims

Reviewed cooperative agreement for Animal Control
Services for cities & villages along with 2010
Census and population chart

Areas still working on = Section 3 b

- The amount of compensation
- \$2⁰⁰ would probably be a problem with municipalities
- 1⁰⁰ might cause problems with Shelbyville because
it would be less than they pay
- Committee recommending \$1.50 to Budget
Committee for Approval

Section 1 Powers & Authorities

- Sentence 1 in "a" would only apply to "\$100 per
incidence"

Note - if all municipalities choose "contract" Animal Control
Services might need additional staff to complete
the services

We agreed to make plans for meeting and
invite mayor or a representative from each municipality to
meeting.

Shelby County Treasurer
Monthly Report of Investments
1-May-14
Bank Balance: \$11,807,946.22

Passbooks, Money Markets,
& Certificates of Deposits

Checking & Cash

\$ 641,652.61	MMD		
\$ 1,855,141.31	MMD	General Fund	\$ 1,990.00
\$ -			
\$ -		County Payroll Clearing	\$ 26,440.71
\$ -			
\$ -		Section 105 Claims	\$ 2,000.00
\$ -			
\$ 105,189.70	PB	County Health Fund	\$ -
\$ -	CD		
\$ 21,215.86	MMD	County Health-TB	\$ -
\$ 37,786.06	MMD		
\$ 57,970.39	MMD	Animal Control Fund	\$ -
\$ 23,522.30	MMD		
\$ 85,815.10	PB	Ambulance Fund	\$ -
\$ 152,894.89	MMD		
\$ 1,122,293.70	MMD	Mental Health Fund	\$ -
\$ -			
\$ 1,261,133.99	PB	IMRF Fund	\$ -
\$ -			
\$ 254,112.99	PB	Social Security Fund	\$ -
\$ 54,633.12	CD & MMD		
\$ 42,732.54	PB	Indemnity Fund	\$ -
\$ -			
\$ 735.79	PB	Court Security Fund	\$ -
\$ -			
\$ 166,568.03	MMD	County Bridge Fund	\$ -
\$ -			
\$ 63,299.25	PB	County Highway Fund	\$ -
\$ -			
\$ 36,831.35	MMD	FASM Fund	\$ -
\$ -			
\$ 632,251.12	MMD	County Motor Fuel Tax Fund	\$ -
\$ -			
\$ 6,628.05	PB	Tourism Fund	\$ -
\$ 97,647.91	CD & MMD		
\$ 281,817.62	PB	Probation Fund	\$ -
\$ -	CD & MMD		
\$ 65,384.88	PB	Assist Court Fund	\$ -
\$ -			
\$ 2,395.27	PB	Law Library Fund	\$ -
\$ -			
\$ 58,528.17	PB	Automation Fund	\$ -
\$ -			
\$ 136,173.14	PB	Recording Fund	\$ -
\$ -			
\$ 521.48	PB	Drug Traffic Fund	\$ -
\$ 65,290.91	CD		
\$ 8,906.71	MMD	Airport Fund	\$ 1,261.03
\$ -			
\$ 500.42	PB	CEFS	\$ -
\$ 242,611.49	CD & MMD		
\$ 694,284.34	MMD	Home Nursing Fund	\$ -
\$ -			
\$ -		W.I.C. Fund	\$ 36,084.75
\$ -			
\$ 256,841.09	MMD	Local Bridge Fund	\$ -
\$ -			
\$ -		Township Bridge Fund	\$ 74,421.98
\$ -			
\$ -		Township Construction Fund	\$ 369.13

	-	MMD		
\$	1,187,301.64	MMD	Township Motor Fuel Tax	\$ -
\$	-			
\$	1,149.78	PB	Estate Tax Fund	\$ -
\$	-			
\$	276,291.04	PB	Minor Unknown Heirs Fund	\$ -
\$	-			
\$	1,848.00	PB	Probation Drug Testing	\$ -
\$	42,614.56	MMD		
\$	218,457.83	PB	Drainage Fund	\$ 1,835.00
\$	-			
\$	37,306.03	PB	Document Storage Fund	\$ -
\$	82,328.09	MMD		
\$	38,445.61	PB	Misc County Health Fund	\$ -
\$	27,088.92	MMD		
\$	5,594.99	PB	Litigation Fund	\$ -
\$	208,885.71	CD		
\$	232,051.53	PB	Revolving Loan Fund	\$ -
\$	-			
\$	13,887.43	PB	Victim Impact Panel Fund	\$ -
\$	-			
\$	771.16	PB	States Attorney Forf Fund	\$ -
\$	-			
\$	7,632.21	PB	Rescue Squad Fund	\$ -
\$	-			
\$	22,480.86	PB	DUI Equipment Fund	\$ -
\$	-			
\$	201,576.46	PB	GIS Fund	\$ -
\$	-	CD		
\$	322,504.82	MMD	Capital Improvement Fund	\$ -
\$	-			
\$	-		Pet Population	\$ 17,899.03
\$	-			
\$	16,811.95	MMD	EMA Special Fund	\$ -
\$	-			
\$	1,100.08	PB	SA Automation Fund	\$ -
\$	-			
\$	922.77	PB	Drug Court Fund	\$ -
\$	-			
\$	590.05	PB	Tax Sale Automation Fund	\$ -
\$	-			
\$	40,000.00	MMD	County Highway Misc Grant	\$ -
\$	-			
\$	-		County Health Petty Cash	\$ 135.64
\$	-			
\$	-		Probation Petty Cash	\$ 50.00
\$	-			
\$	-		County Treasurer Cash	\$ 5,000.00
\$	-			
				\$ 11,688,440.37

County Collector Accounts

Shelby County State Bank-Checking	\$ 250.79
Busey Bank-Checking	\$ 200.00
National Bank at Pana	\$ 104.06
First National Bank of Assumption	\$ 178.39
Community Banks of Shelby County-Cowden	\$ 249.74
Shelby County State Bank-Strasburg	\$ 221.33
First Federal Savings & Loan-Shelbyville	\$ 158.29
Busey Bank-Real Estate Tax Trust Account	\$ 1,394.08
Shelby County State Bank-Shelbyville-Money Marke	\$ 2,005.55
Busey Bank-Money Market	\$ 112,076.42
Ayars State Bank-Moweaqua	\$ 130.95
Shelby County State Bank-Findlay	\$ 209.79
First National Bank of Pana	\$ 250.63
Peoples Bank of Pana	\$ 127.05
Prairie Nationa	\$ 186.96
Shelby County State Bank-Windsor Branch	\$ 208.71
Dewitt Federal Savings & Loan-Moweaqua	\$ 151.67
Sigel Community Bank	\$ 233.45
Shelby County State Bank-Moweaqua	\$ 162.41
Illinois Epay	\$ 1,005.58
	\$ 119,505.85

CERTIFICATE OF DEPOSITS
May 1, 2014

General Fund(001)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 641,652.61

Animal Control Fund(003)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 37,786.06

Ambulance Fund(004)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 23,522.30

Mental Health Fund(005)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 152,894.89

Indemnity Fund(008)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 9,633.12

Probation Fund(016)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 97,647.91

Home Nursing Fund(024)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 117,611.49

Miscellaneous County Health Fund(043)
Community Banks of Shelby County-MMD# 390

.25% Interest \$ 82,328.09

Indemnity Fund(008)
Shelby County State Bank-CD# 14065
Matures 8/8/2014

.15% Interest \$ 45,000.00

Home Nursing Fund(024)
Prairie National Bank-CD# 14288
Matures 8/14/2014

.30% Interest \$ 125,000.00

Revolving Loan Fund(045)
Community Banks of Shelby County-MMD# 720151

.35% Interest \$ 208,885.71

Airport(022) \$ 65,290.91

TOTAL \$ 1,607,253.09