

March 11, 2025

SHELBY COUNTY BOARD MEETING AGENDA
March 13, 2025– 7:00 P. M.
Courtroom A – Shelby County Courthouse – Shelbyville, IL

1. Call to Order – Prayer – Pledge of Allegiance
2. Roll Call
3. Approval of Minutes from February 13, 2025
4. Public Body Comment
5. Discussion and vote on appointment of James Mitchell to fill vacancy in County Board District #1
6. Gary Gergeni – Informational presentation about the Shelby County Historical and Genealogical society
7. Beth Beck-Marts, CEFS Transportation Director – Discussion and vote to approve:
 - A. FY 26 Section 5311/DOAP Publication Transportation Ordinance
 - B. Resolution authorizing Board Chair to apply for 5311 Grant funds (\$453,953)/DOAP Grant funds (\$1,697,700)
 - C. Acceptance of Intergovernmental Agreements with Moultrie, Christian, Clay, Montgomery, and Fayette Counties
 - D. Purchase of Service Agreement between CEFS Economic Opportunity Corporation and Shelby County
 - E. Vehicle Lease Agreement between CEFS and Shelby County
 - F. Acceptance of FY 26 Special Warranty
8. Scott McKee, Zoning Administrator – Discussion and vote to approve a map amendment for Jeremy Chaney to have his property rezoned on parcel 1614-15-00-200-005 from agricultural to general business
9. Scott McKee, Zoning Administrator – Discussion and vote to approve the preliminary plat for Lithia Estates pending approval by Zoning board of appeals
10. Michael Tappendorf, County Highway Engineer – Engineers report; Discussion and vote to approve the following items:
 - A. Certificate of Authority to allow County Engineer Michael Tappendorf to be the authorized representative to purchase salt for treatment of intersections and bridges during inclement weather
 - B. Joint resolution of agreement between Effingham and Shelby Counties to construct improvements to an across highway drainage structure in Prairie Township near the southwest corner of Prairie Township along 000N. Estimated cost for improvements will be \$15,000, \$5,000 to be paid from the Shelby County Bridge Fund
 - C. Engineering Agreement with Hampton, Lenzini, and Renwick, Inc for structure 087-3041 over Richland Creek on County Highway 40, estimated costs are \$68,000 to be funded from Federal STR and County Bridge Fund (agreement awarded by quality-based selection procedures)
 - D. Placement of a stop sign at the intersection of 1350N/2900E in Richland Township
11. Discussion and vote to approve contracting with Consociate Health to complete the Federally mandated Drug Cost Reporting for \$1,750
12. Discussion and vote to surplus 6-13' x 42' bifold doors (doors removed due to new replacements)
13. Discussion and vote to approve opening the closed meeting minutes/recordings from the following closed sessions: June 27, 2023, and July 13, 2023
14. Discussion and vote to approve Sikich to complete the FY 2022 Annual Financial Report (AFR)
15. Discussion and vote to approve the contract with FOP for 12/1/2024 – November 30, 2027

16. Committee Reports

17. Chairman Appointments

Nathan P. Elliott – Moweaqua FPD Trustee to fill the term of Robert Hemer
(May 2027)

18. Chairman Updates & Correspondence

19. Old Business

20. Approval of Claims

21. Public Body Comment

22. Adjournment

Prayer today is given by Board member Brent Wallace

**** Please silence cell phones during the Board meeting****

SHELBY COUNTY BOARD MEETING
March 13, 2025 – 7:00 P.M.

Meeting not video recorded due to camera issues

The Shelby County Board met on Thursday, March 13, 2025, at 7:00 P.M. in Courtroom A of the Shelby County Courthouse in Shelbyville, Illinois.

Chairman Tad Mayhall called the meeting to order. The Pledge of Allegiance was said by those in attendance followed by a prayer given by Board member Sonny Ross.

County Clerk Jessica Fox called the roll. Hardy, McCormick, Matlock, Price, Syfert, Tate, and Wallace were absent. Edwards was tardy entering the meeting at 7:18 P.M.

Minutes for the February 13, 2025, board meeting were presented for approval. Yantis made motion to approve the minutes. Miller seconded said motion, which passed by voice vote (14 yes, 0 no).

Chairman Mayhall called for Public Body comment.
Public comments/opinions expressed dealt with the following:

Support was expressed for District #1 appointee James Mitchell by the public and some board members

The board was thanked for their continued progress in resolving various issues
It was asked if the county would create a policy regarding verbal FOIA requests

Ross made motion to approve the appointment of James Mitchell to Shelby County Board District #1. Cole seconded said motion, which passed by voice vote (14 yes, 0 no).

Mitchell was administered the oath by Clerk Fox and took his seat on the board.

Members of the Shelby County Historical Society Gary Gergeni, Julie Elbert, Seth Moeller, and Joe Woodall addressed the board/public to discuss the need for help, financial assistance, and public interest/involvement with the historical society. They provided handouts with information and welcomed anyone who was interested to join them in promoting and maintaining historical information not only in Shelbyville, but also the surrounding communities.

Edwards entered the meeting at 7:18 P.M.

Beth Beck-Marts, CEFS Transportation Director, presented for approval the FY 2026 5311/DOAP Transportation Ordinance, a resolution authorizing the Board Chairman to apply for 5311 Grant funds, the purchase of service agreement between CEFS and Shelby County, the vehicle lease agreement between CEFS and Shelby County, and the FY 26 special warranty acceptance. The Intergovernmental Agreements with Christian, Clay, Fayette, Moultrie, and Montgomery Counties to provide public transportation within their county limits, were also submitted for approval at this time. \$1,697,700 in State funding has been requested, as well as \$453,953 in Federal funding for Public Transportation, which were the same amounts requested last year. Although Beck-Marts said they did not have a lot of ridership from the Altamont area, at this time she left the route in the program. There was also discussion about providing transportation to dialysis centers, but at this time there are no agreements in place with any of the "local" centers for transportation services.

Morse made motion to approve the rural transportation agreements. Pritchard seconded said motion, which passed by roll call vote (15 yes, 0 no) Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Mayhall, Miller, Mitchell, Morse, Pritchard, Ross, Wafford, Wood and Yantis. Nay: none.

Zoning Administrator Scott McKee was on a fire call, so his agenda items were bypassed in his absence.

At this time Chairman Mayhall called for the County Engineer's report.

Michael Tappendorf presented the following items for board approval:

- A. Certificate of Authority to allow County Engineer Michael Tappendorf to be the authorized representative to purchase salt for treatment of intersections and bridges during inclement weather
- B. Joint resolution of agreement between Effingham and Shelby Counties to construct improvements to an across highway drainage structure in Prairie Township near the southwest corner of Prairie Township along 000N. Estimated cost for improvements will be \$15,000, \$5,000 to be paid from the Shelby County Bridge Fund

Shelby County Board Meeting
March 13, 2025

- C. Engineering Agreement with Hampton, Lenzini, and Renwick, Inc for structure 087-3041 over Richland Creek on County Highway 40, estimated costs are \$68,000 to be funded from Federal STR and County Bridge Fund (agreement awarded by quality-based selection procedures)
- D. Placement of a stop sign at the intersection of 1350N/2900E in Richland Township

Boehm made motion to approve the highway items. Yantis seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Mayhall, Miller, Mitchell, Morse, Pritchard, Ross, Wafford, Wood and Yantis. Nay: none.

Tappendorf was asked how county roads are treated during the inclement weather. Tappendorf stated the county doesn't have the money to purchase salt to treat all the county roads. They treat bridges and intersections with a salt/sand mixture and plow what they can.

Miller made motion to approve Consociate Health to complete the Federally mandated Drug Cost reporting on behalf of Shelby County for \$1,750. Boehm seconded said motion, which passed by roll call vote (15 yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Mayhall, Miller, Mitchell, Morse, Pritchard, Ross, Wafford, Wood and Yantis. Nay: none.

Pritchard made motion to surplus six (6) 13' by 42' bifold doors removed from some of the airport hangars. Cole seconded said motion, which passed by voice vote (15 yes, 0 no). The new hangar doors have been installed and these old doors need to be scrapped.

The budget/audit/legislative committee reviewed and approved opening the closed minutes/recordings from June 27, 2023, and July 13, 2023. State's Attorney Woolery also was agreeable to these being opened. Wood made motion to approve. Pritchard seconded said motion, which passed by voice vote (15 yes, 0 no).

Morse made motion to approve Sikich to complete the FY year end Annual Financial Report (AFR) on behalf of Shelby County and get this document filed with the IL Comptroller's office. Wood seconded said motion. Discussion was held. Mayhall had reached out to former county auditor Benford & Brown CPA Tim Watson and had not heard back from Watson prior to this meeting. This is the only remaining item necessary to complete the FY 2022 audit. Sikich will enter the data to finish this AFR. Mayhall stated he would follow up regarding the Circuit Clerk's audit to make sure that has been finalized. The hope is the County gets caught up in the audit process this summer and be able to start the 2025 audit when the FY ends on 11/30/2025. Mayhall also reported he has spoken with the Comptroller's office, as has Sikich and Lauterbach and Amen. Although our audits are very delinquent, the Comptroller knows the county is working diligently to get this rectified. Motion by Morse, second by Wood, passed by voice vote (15 yes, 0 no).

Zoning Administrator Scott McKee requested approval for a map amendment for Jeremy Chaney to have parcel 1614-15-00-200-005 rezoned from agriculture to general business. Chaney operates a seed business at this location and contacted McKee when he noticed his property wasn't zoned correctly. This amendment is merely a clean-up as Chaney has done business here for several years. Zoning Board of Appeals has approved this rezoning map amendment. This location is just south of the Rt 32 junction and north of Effingham Equity.

Ross made motion to approve the amendment. Morse seconded said motion, which passed by voice vote (15 yes, 0 no).

Next McKee presented the preliminary plat of subdivision for Lithia Estates. This preliminary plat has also been approved by the Zoning Board of Appeals. Ross made motion to approve the preliminary plat of subdivision. Morse seconded said motion. Discussion was held. Application has been made by Dave and Barb Galvin. The Galvin's have provided a storm water management plan as well as a good septic plan as previously asked. This subdivision plat issue has been going on for many years and tied up in litigation. A Judge ordered the Galvin's to create a subdivision, which they have now done. The final plat will come before the board again next month for approval, pending any opposition from those living near the subdivision. The location of this subdivision is southwest of Robin Hood Campground.

Ross's motion, with Morse's second passed by voice vote (15 yes, 0 no)

Pritchard made motion to approve the FOP Union contract for 12/1/24 – 11/30/27. Boehm seconded said motion. Mayhall made motion to amend the dates of the contract to reflect the period of 9/1/24 - 11/30/27. Boehm seconded said motion, which passed by voice vote (15 yes, 0 no). Discussion on original motion continued. The Sheriff stated the deputy

Shelby County Board Meeting
March 13, 2025

pay was pretty close to surrounding counties, although no comparisons were given during negotiations. The Sheriff said OT would be accrued if hours over the original shift were worked. A lot of work was put in to fixing redundant language, so the contract was simplified and streamlined. Mayhall thanked everyone involved in these negotiations and those who had worked on the contract. The Sheriff's office will track holiday pay separately and all parties are in agreement as to how hours will be tracked and how those same hours will be paid.

Pritchard's motion with Boehm's seconded passed by roll call vote (14 yes, 0 no, 1 present - Miller). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Mayhall, Mitchell, Morse, Pritchard, Ross, Wafford, Wood and Yantis. Nay: none. Present: Miller.

Chairman Mayhall called for committee reports. (Committee reports are attached to these minutes).

The 6 new doors are installed at the Airport.

The Finance department has decided that all utility bills should be paid as received. The committee will still review when they review the other bills, but no utility bills will be held.

Brown made motion to approve the appointment of Nathan P. Elliott as Moweaqua Fire Protection trustee to fill the unexpired term of Robert Hemer who recently passed away. Miller seconded said motion, which passed by voice vote (15 yes, 0 no).

There was no correspondence.

Under old business, the parts for the clock tower are scheduled to be delivered in the very near future.

This board has alleviated several grievances with the Sheriff's department with the most recent MOU. It is the understanding of the Sheriff and board chair that there are no outstanding grievances, and no pending issues pertaining to the forensic audit related to overpayment/underpayment of employees that may or may not have occurred. While the Sheriff did say that he could only speak regarding the current FOP union employees to his knowledge all issues have been quashed and he isn't aware of any prior employee wanting to seek legal action pertaining to the forensic audit. There are no outstanding grievances with FOP, payroll policies have been adjusted and the board is moving forward.

Ross made motion to approve the claims for payment. Boehm seconded said motion, which passed by roll call vote (15yes, 0 no). Ayes: Boehm, Brown, Cole, Edwards, Grant, Gregg, Mayhall, Miller, Mitchell, Morse, Pritchard, Ross, Wafford, Wood and Yantis. Nay: none.

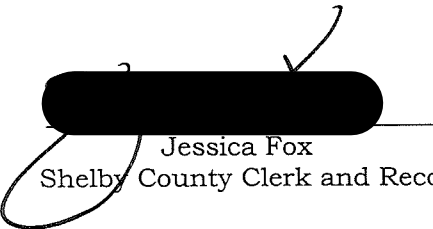
Chairman Mayhall called for Public Body comment.

Public comments/opinions expressed dealt with the following:

Audits and required financial statements
Review of department bills, Sheriff/health bills not reviewed by committee, concerns about what is being paid
All accounts payable/payroll are public record and open to the public

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

Ross made a motion to adjourn until the next regularly scheduled meeting to be held on April 10, 2025. Wood seconded said motion, which passed by voice vote (15 yes, 0 no). The meeting was adjourned at 8:22 P.M.



Jessica Fox
Shelby County Clerk and Recorder

STATE OF ILLINOIS			ROLL CALL VOTES IN COUNTY BOARD											
SHELBY COUNTY														
March 13, 2025 REGULAR MEETING														
			ROLL CALL		QUESTIONS									
			3 / 13 / 2025	/ / 2025	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO	
COUNTY BOARD MEMBERS		MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	BOEHM, TERESA		✓											
	BROWN, TIM	41	✓											
	COLE, CAROL	0	✓											
	EDWARDS, JULIE 7:18		✓											
	GRANT, CHRISSY		✓											
	GREGG JEFF	0	✓											
	HARDY, CLAY	20	A											
	MCCORMICK, HEATH		A											
	MATLOCK, CHRISTINE		A											
	MAYHALL, TAD	14	✓											
	MILLER, TRICIA		✓											
	MORSE, TIM		✓											
	PRICE, GENE	0	A											
	PRITCHARD, AUSTIN		✓											
	ROSS, SONNY	24	✓											
	SYFERT, LARRY		A											
	TATE, DON	40	A											
	WAFFORD, CHRISTY		✓											
	WALLACE, BRENT	50	A											
	WOOD, JUDY		✓											
	YANTIS, CHAD	34	✓											
	Mitchel, James		✓											

Seated & Sworn

STATE OF ILLINOIS)
) SS
SHELBY COUNTY)

OFFICIAL OATH

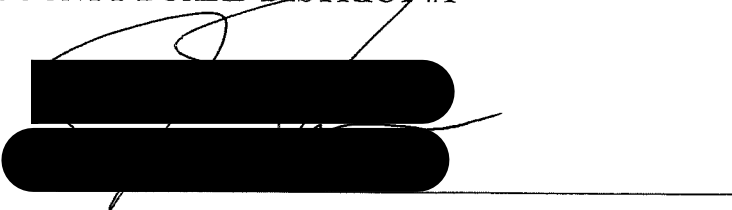
I, JAMES MITCHELL, having been APPOINTED to the office of
SHELBY COUNTY BOARD DISTRICT #1

for the unexpired term
March 13, 2025 – November 30, 2026
(to fill the vacancy created by the resignation of Lori Nelson)

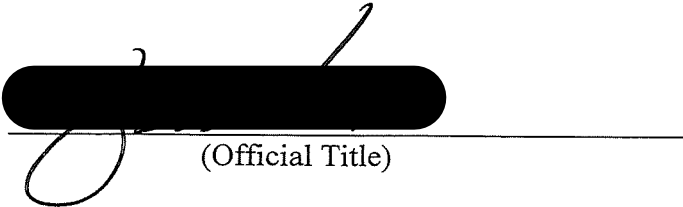
in the County of Shelby, in the State of Illinois, DO SOLEMNLY SWEAR or AFFIRM,
that I will support the Constitution of the United States of America and the Constitution
of the State of Illinois and will faithfully discharge the duties of the office of

SHELBY COUNTY BOARD DISTRICT #1

to the best of my ability.



Signed and Sworn To, or Affirmed before me this 13th day of March, A. D. 2025.


(Official Title)

STATE OF ILLINOIS)
County of Shelby)

CERTIFICATION OF APPOINTMENT
SHELBY COUNTY BOARD MEMBER
DISTRICT #1

TO ALL WHOM IT MAY CONCERN:

I, Jessica Fox, County Clerk of the County aforesaid, do hereby certify that

James Mitchell

was duly appointed to serve as:

SHELBY COUNTY BOARD MEMBER DISTRICT #1

FOR THE UNEXPIRED TERM
March 13, 2025 through November 30, 2026
(vacancy created by the resignation of Lori Nelson)

Dated: March 13, 2025.


(Shelby County Clerk)

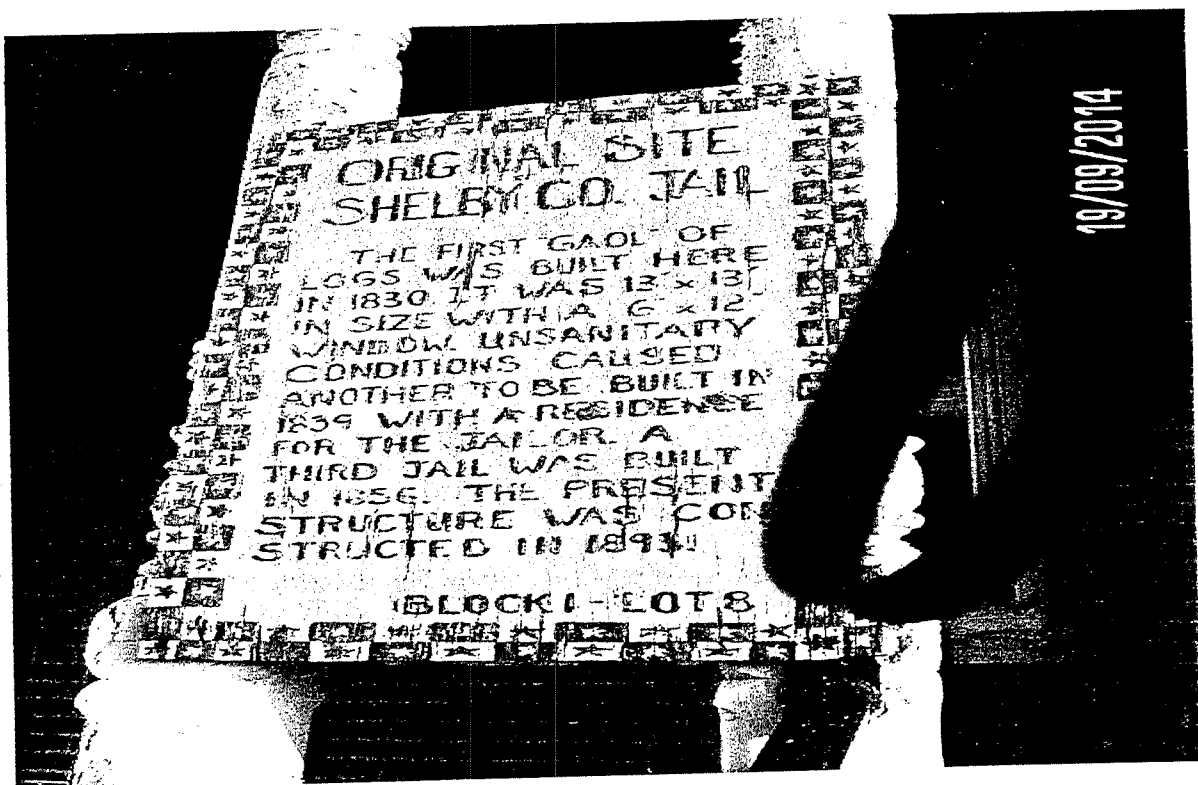
The Shelby County Historical and Genealogical
Society
151 South Washington
Shelbyville, IL 62565



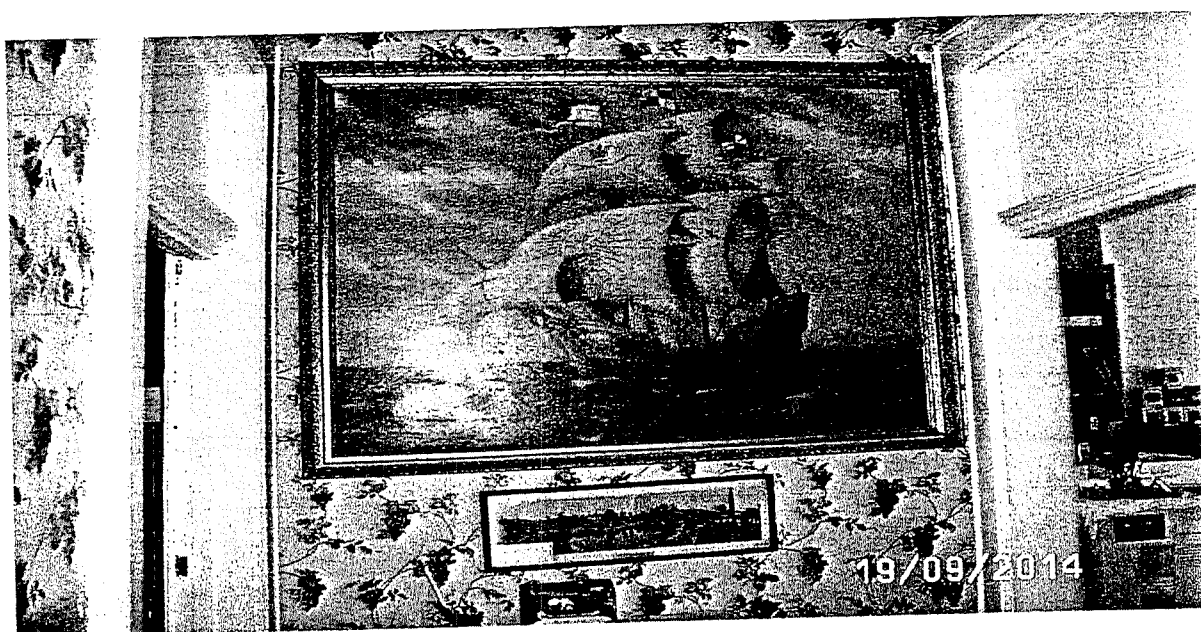
The Shelby County Historical and Genealogical Society (SCHGS) was established in 1962 and incorporated in 1968 as a “not for profit” organization. It’s purpose is to discover, collect and preserve material relating to the history of Shelby County, Illinois and the genealogy of the Shelby County residents. The organization is staffed by volunteers and the facility is open to all who wish to use the resources available.



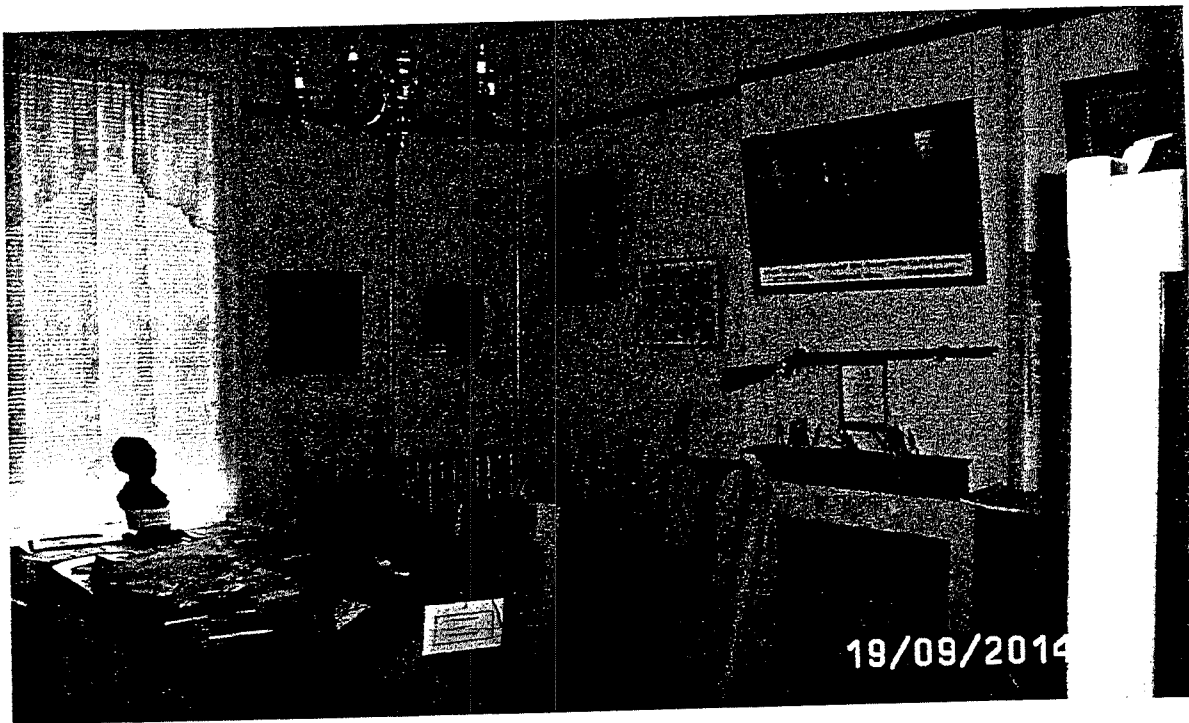
The SCHGS was originally located in the basement of the Shelbyville Public Library and later moved to a home at 303 North Morgan. In October of 1987, the Shelby County Correctional Service was moved to the new jail and the SCHGS purchased the old jail to use as a museum and library. The facility consists of the jail area, four rooms displaying historical items, and a library area.



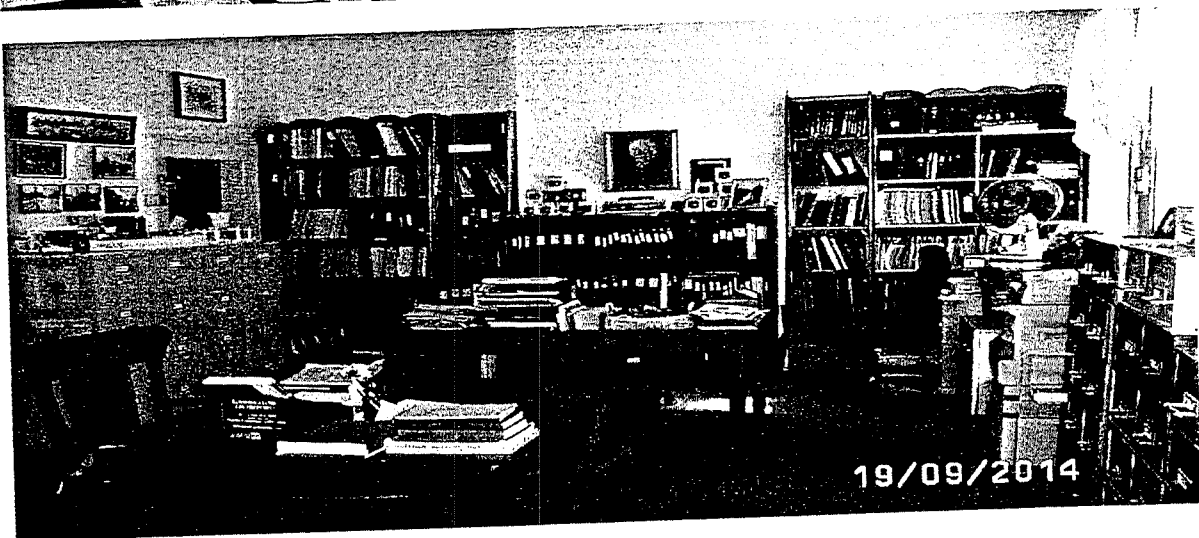
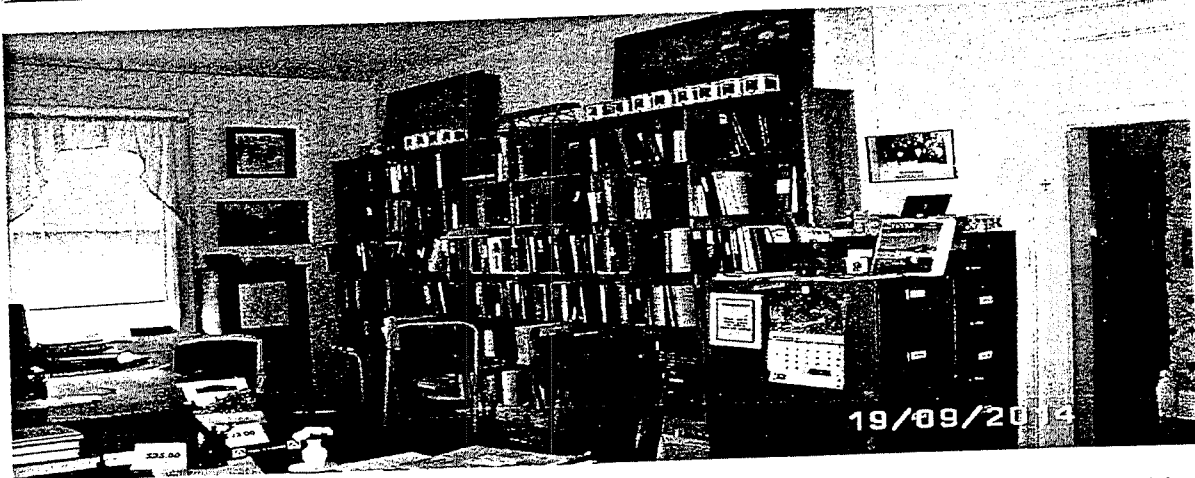
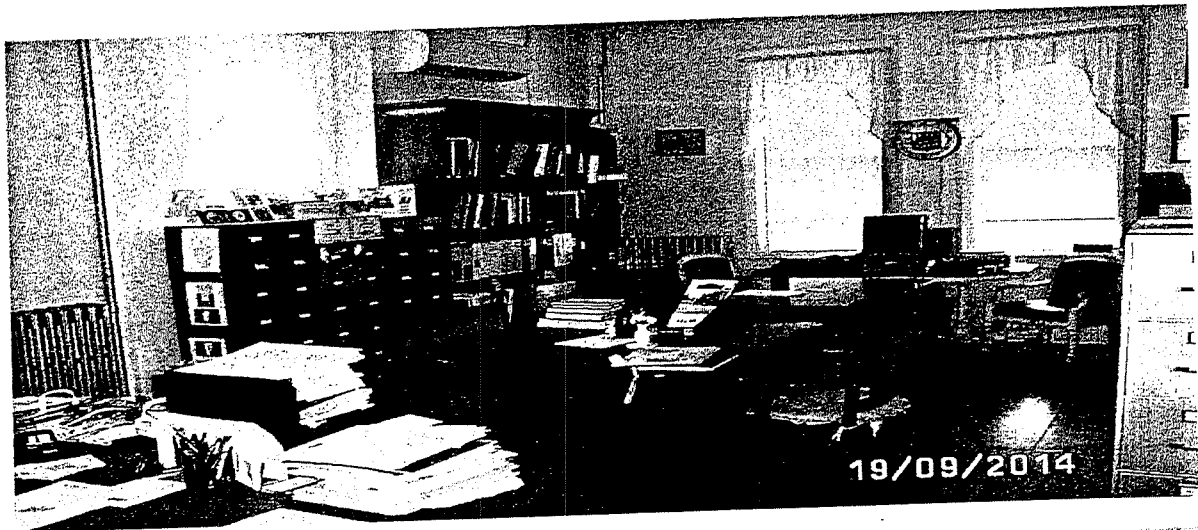
As shown on the sign above, the site has had three jails constructed on it and the present structure was built in 1893.



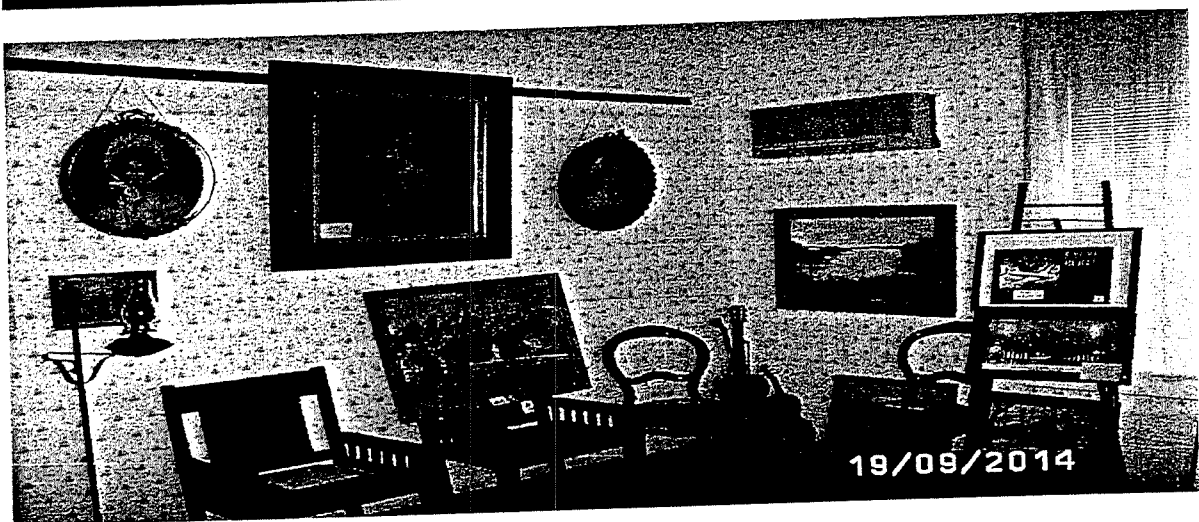
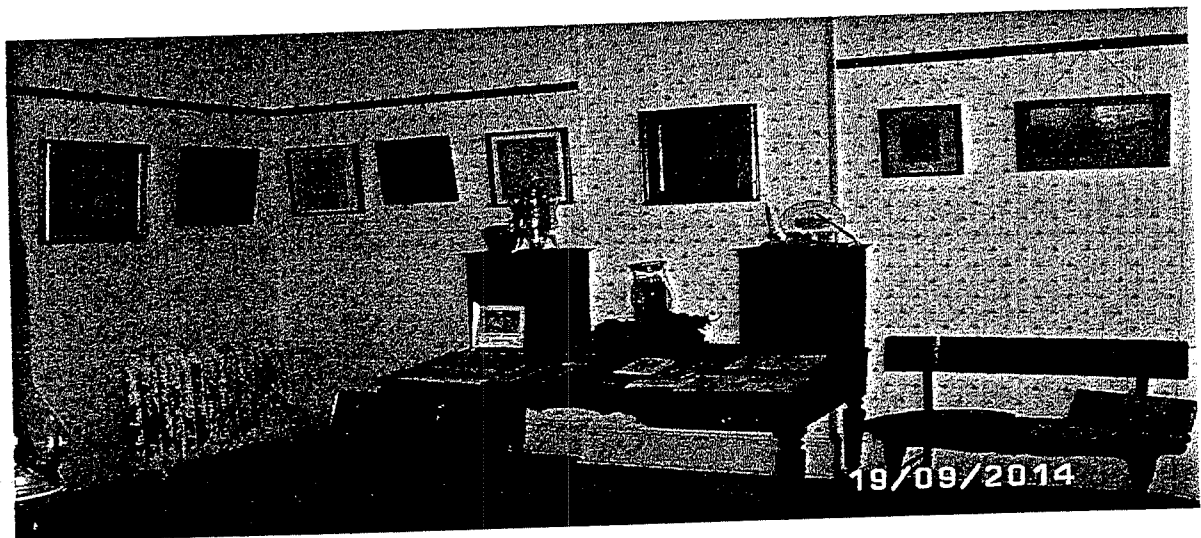
As you enter the facility, the first item you see is a ship painting by Robert Root, a renowned local artist.



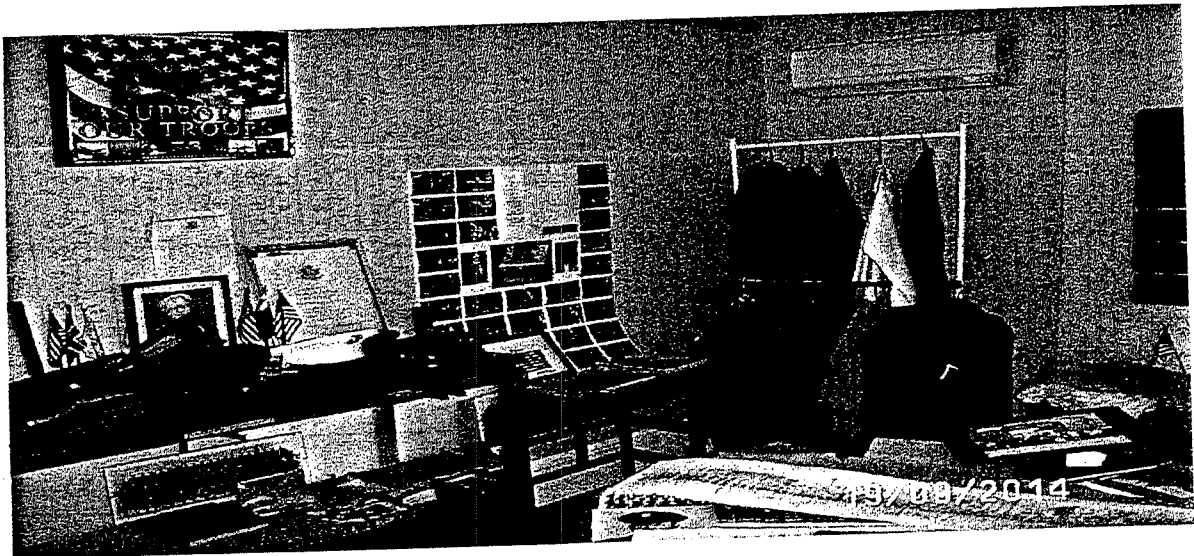
To the left of the entrance is the Lincoln Room. This room contains historical items relating to Abraham Lincoln and the time frame when Lincoln traveled through Shelby County. In front of the Shelbyville Court House is two bronze statues commmeratating a Lincoln Douglas debate that was held in Shelbyville. There is also another Robert Root painting in the court house showing that same Lincoln Douglas debate.



The library area of the facility contains all of the historical books and genealogical information that has been donated to the SCHGS.

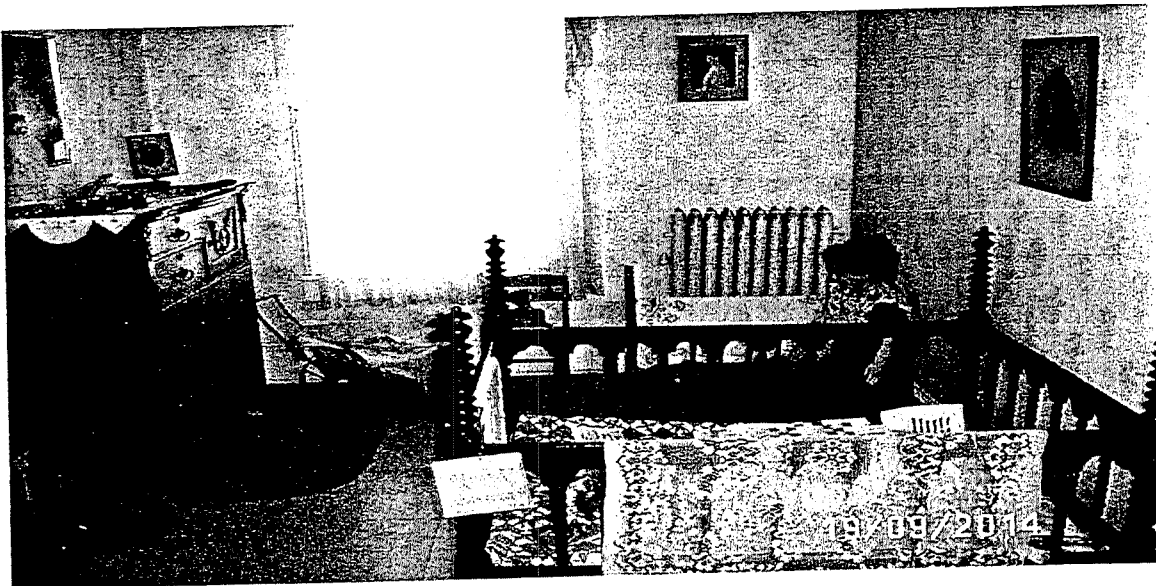


The Robert Root room is located on the second floor and contains paintings made by Mr. Root that have been donated to the SCHGS.

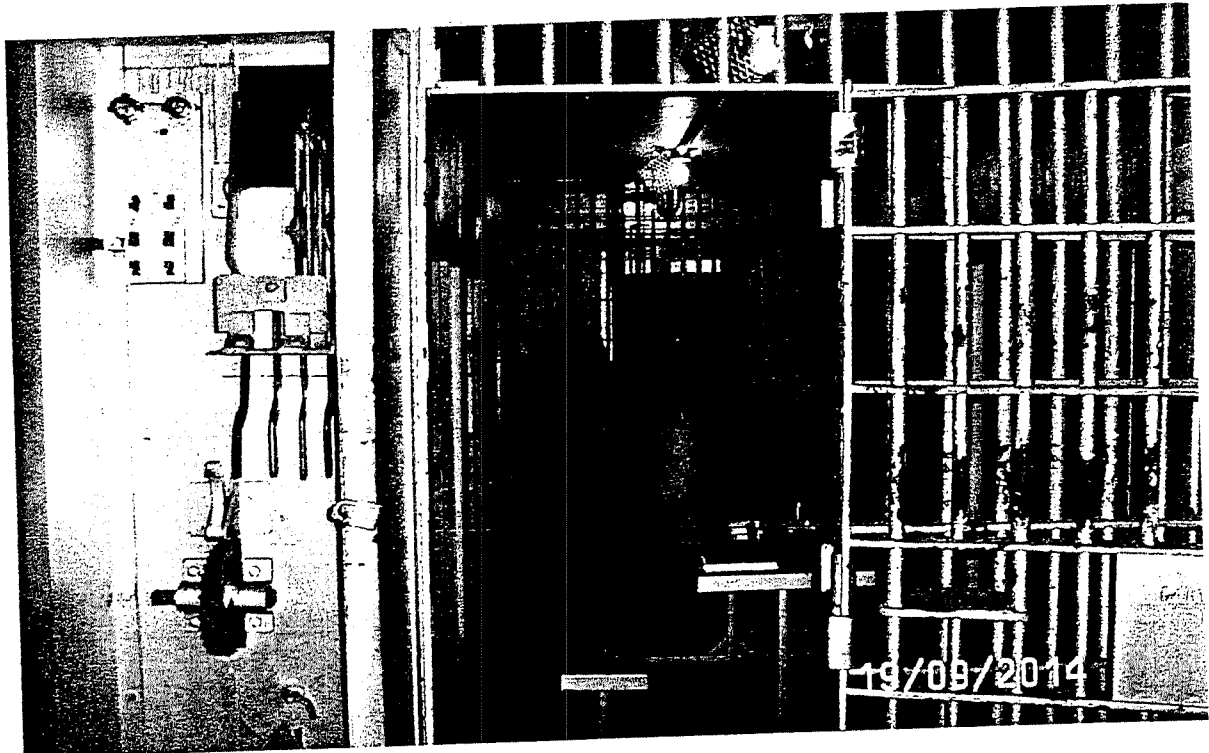


The Military room is also located on the second floor and contains uniforms, flags and other military related items that have been donated to the SCHGS.

The last room on the second floor is the Children's Room. This area contains historical items relating to children.



The old jail area still contains the individual cells on two floors. The men were housed on the first floor and the women were housed on the second floor. As shown in the following picture the round object in the background was the shower for the inmates. Each cell had one bunk and a toilet. The inmates were allowed out of the cells to eat at the table in the common area. The levers shown on the left of the picture were used to open and close individual cells.



RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT

2025-11

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

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

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2026 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of SHELBY COUNTY.

Section 2. That while participating in said operating assistance program, SHELBY COUNTY will provide all required local matching funds.

Section 3. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY such application.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2026.

Section 6. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY BOARD is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2026.

PRESENTED and ADOPTED this 13th day of March 2025.

Signature of Authorized Official

Date

Attest

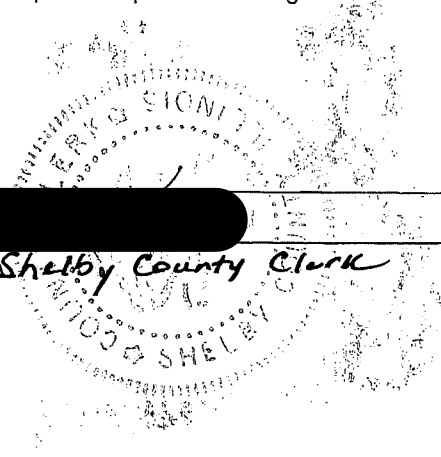
[Redacted Signature]

3/14/2025

[Redacted Signature]

Title Chairman

Shelby County Clerk



Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 25-01-"0"

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN SHELBY COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY COUNTY wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the SHELBY COUNTY BOARD CHAIR and SHELBY COUNTY that:

Section 1. SHELBY COUNTY shall hereby provide public transportation within the county or counties limits and within a 10 mile radius of service county boundaries at a rate of \$1.00 per mile outside of county limits.

Section 2. The clerk/secretary to the governing board of SHELBY COUNTY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Grant Application to the Illinois Department of Transportation.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the SHELBY COUNTY BOARD CHAIR and the SHELBY COUNTY BOARD on the 13th day of March 2025, and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: 22

Members Present at Vote: 15

Members Voting "Aye": 15 Members Voting "Nay": 0 Members Abstaining: 0

Signature of TAD MANIALL Date 3/14/2025

PURCHASE OF SERVICE AGREEMENT

FOR THE RURAL PUBLIC TRANSPORTATION

UNDER THE

SECTION 5311 NON-METRO OPERATING ASSISTANCE AND DOWNSTATE OPERATING
ASSISTANCE PROGRAM (DOAP)

BETWEEN

SHELBY COUNTY, ILLINOIS

AND

**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
(CENTRAL ILLINOIS PUBLIC TRANSIT)**

CONTRACT NUMBER _____

STATE FISCAL YEAR 2026

July 1, 2025 to June 30, 2026

PURCHASE OF SERVICE AGREEMENT

This Agreement is made by and between SHELBY COUNTY, ILLINOIS (hereinafter referred to as "Grantee") and C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION (CENTRAL ILLINOIS PUBLIC TRANSIT) (hereinafter referred to as the "Provider" which term shall include its successors and/or assigns.

Grantee certifies that 968785704 is Grantee's correct DUNS Number, that _NYEYTR5V94K1_ is Grantee's correct UEI, if applicable, that 376002119 is Grantee's correct FEIN. The Federal Award Identification Number (FAIN) is IL-2023-043, the federal awarding agency is Federal Transit Administration, and the Federal Award date is 7/1/2025. The Assistance (CFDA) Name is Formula Grants for Rural Areas and Tribal Transit Program and Assistance Listing Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338.

WHEREAS, the Grantee proposes to provide rural public transportation services to the non-urbanized area of Shelby County, Illinois (herein referred to as the "Project");

WHEREAS, the Grantee has applied under the provisions of a combined application for Section 5311 Non-Metro Operating Assistance of the Federal Transit Act, as amended and for Downstate Operating Assistance Program (DOAP), under the provisions of the Illinois Downstate Public Transportation Act, as amended, to the Illinois Department of Transportation/Division of Public and Intermodal Transportation (hereinafter "IDOT") for operating and administrative assistance for this Project;

WHEREAS, the Grantee's application has been approved and/or pending approval by IDOT/DPIT;

WHEREAS, the Provider has been selected by the Grantee to be the Shelby County Public Transit Administrator to include scheduling and dispatch and to be the Transit Operator to provide public transportation services in the designated service area; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agreement is made to provide for the provision of service, to set forth the terms and conditions upon which the financial assistance will be made available, and to set forth the Agreement of the Parties as to the manner to which the Project will be undertaken, completed and used.

ITEM 1 - DEFINITIONS

As used in the Agreement:

1. "Grantee" means the County of Shelby, Illinois.
2. "IDOT/DPIT" means the State of Illinois Department of Transportation, Division of Public and Intermodal Transportation.
3. "FTA" means the Federal Transit Administration of the United States' Department of Transportation.
1. "Government" means the government of the United States of America.
2. "Provider" means Administrator and Transit Operator to be a provider of transit service participating In the Section 5311 program and supplying public transportation services for the Project under the contract to the Grantee.

6. "Project Costs" means the sum of *eligible* costs incurred by the Provider and/or its Operator(s) in performing the Project.
3. "USDOT" means the United States' Department of Transportation.

ITEM 2 - PROJECT SCOPE

The Provider agrees to provide the public transportation services described in the Grantee's final approved Application and Service Plan on file at the IDOT/DPIT and Grantee offices. Provider's Service Plan will be incorporated into this Agreement as Exhibit A and made a part hereof. Provider shall not reduce, terminate, or substantially change such public transportation without the prior written approval of IDOT/DPIT or the Grantee.

ITEM 3 - AMOUNT OF CONTRACT

In as much as the Provider has satisfied all conditions precedent to the award of a grant under the State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation, Non-Metro Public Transportation Project, the Grantee, as the designated grant recipient will by the authority of the Illinois Department of Transportation/Division of Public and Intermodal Transportation make funds available to the Provider in accordance with the attached budget as Exhibit B, entitled "Approved Project Budget". These Project funds are for the purpose of undertaking activated in accordance with the requirements of the Illinois Department of Transportation administered by the Division of Public and Intermodal Transportation, Non-Metro Transportation funding prerequisite and to prepare all necessary information for the Non-Metro Public Transportation Project.

Under the Section 5311 program administered by IDOT/DPIT, the Grantee may make payments for up to 50% of the Provider's eligible operating deficit and up to 80% of the eligible administrative expenses incurred by the Provider during the fiscal year in the provision of the public transportation services approved by the Grantee. In addition, under the Downstate Public Transportation Operating Assistance, the Grantee may make payments for up to 65% of eligible operating costs. In no event shall the Provider's payment under this Agreement exceed the total federal funding and state funding available for the Project costs.

Total FY 2026 Federal 5311 Non-Metro Operating Assistance funding for the Project costs will be four hundred fifty-three thousand nine hundred fifty-three dollars AND 00/100 (\$453,953) DOLLARS. In addition, FY2026 total State Downstate Operating Assistance funding is estimated to be one million six hundred ninety-seven thousand seven hundred dollars AND 00/100 (\$1,697,700) DOLLARS. The Provider is herein authorized to incur eligible costs against these funds from the beginning of July 1, 2025 through the ending date of June 30, 2026.

The Provider agrees that it will assist efforts to provide, from sources other than funds provided under Section 5311 of the Federal Transit Act, as amended and the Downstate Public Transportation Act, as amended, sufficient funds to meet the non-IDOT/DPIT portion of the operating deficit and administrative costs.

ITEM 4 - DOCUMENTS FORMING THIS AGREEMENT

The parties agree that this constitutes the entire Agreement between the parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior agreements and understandings in the connection are merged into and contained in this Agreement.

The Parties hereto further agree that this Agreement consists of this part entitled "Purchase of Service Agreement for Rural General Public Transportation", together with Exhibit A, entitled "Provider's

Application/Service Plan”, Exhibit B, entitled “Approved Project Budget”, Exhibit C, entitled “State of Illinois Drug Free Workplace Certification”, Exhibit D, entitled “Terms, Assurances, Certifications and Conditions Governing the Service Provider Contract”, and Exhibit E, entitled “Vehicle Lease Agreement”, all of which are by this reference specifically incorporated herein.

ITEM 5 - ILLINOIS GRANT FUNDS RECOVERY ACT

This grant is subject to the Illinois Grant Funds Recovery Act, as amended. This Agreement is valid until June 30, 2026, and grant funds are available to the Provider and may be expended by the Provider until said date unless the Grantee, at its discretion, grants an extension of time. Any funds which are not expended or legally obligated by the Provider at the end of the Agreement or by the expiration of the period of time funds are available to expenditure or obligation, whichever is earlier, shall be returned to the Grantee within 45 days. Project close-out shall be in accordance with ITEM 15 of this Agreement.

This ITEM is subject to further revision at the sole determination and discretion of the Grantee.

ITEM 6 - ACCOMPLISHMENT OF THE PROJECT

Grantee's Responsibilities:

The Grantee will be directly involved in the Project oversight and administration. The Grantee as the recipient of Section 5311 and DOAP funds will be directly involved in the Project 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 Grantee 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.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor (PCOM), who will be an employee of the Grantee, with no real or apparent conflict of interest, and be approved by IDOT/DPIT. All direct Grantee PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The Grantee's PCOM shall be responsible for the following:

1. *General Program Knowledge* – The Grantee's PCOM shall possess proficiency in areas including but not limited to:
 - a. Relevant federal and state transportation grant program(s) purpose and funding; and
 - b. State and federal public transportation capital and operating grant requirements.
2. *Service Coordination and Management Plan* – The Grantee's PCOM shall develop and update, as needed a Service Coordination and Management Plan (SCMP) that is approved in writing by IDOT/DPIT. In the SCMP, the Grantee shall provide the following:
 - a. A list of all the public and specialized transportation providers, Human Service Transportation Plan (HSTP) coordinators, and stakeholders within the Grantee's service region or territorial boundaries;
 - b. The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;
 - c. For multiple-county systems, the methodology by which the grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county, with the Grantee's service region or territorial boundaries is commensurate with the amount of state and federal funding allocated to each county.
 - d. An explanation of the Grantee's and its operator's, if any, public transportation compliant procedures; and
 - e. Any additional information requested by IDOT/DPIT.

3. *Monitoring* – The Grantee’s PCOM shall monitor and analyze the following:
 - a. The level of and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, with the Grantee’s service region or territorial boundaries. The Grantee’s PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;
 - b. The utilization, condition, and maintenance, of Project facilities, if applicable;
 - c. The driver and staff training activities of the Grantee and/or its operator(s), if any;
 - d. All service contracts associated with the Project, including any service contracts between the Grantee’s operator and a third party with the Grantee’s service region or territorial boundaries. For the service contracts, the Grantee’s PCOM shall monitor the revenues received and the number of trips provided. The Grantee’s PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the state fiscal year, ending on June 30.
 - e. Compliance with the requirements of this Agreement;
 - f. The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and
 - g. Any additional items requested by IDOT/DPIT.
4. *Complaint Procedures* – The Grantee’s PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;
5. *Program Reviews* – The Grantee’s PCOM shall assist in all of the IDOT/DPIT’s program reviews and audits of the Grantee and its operator(s), if any, and will attend all meetings between the Grantee and the IDOT/DPIT.
6. *Training* – The Grantee’s PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center’s (RTAC) Primer or HSTP meetings; the RTAC’s spring conference; and any training sessions identified by the IDOT/DPIT.
7. *Public Transportation Account* – On forms provided by the IDOT/DPIT, the Grantee’s PCOM shall monitor the Public Transportation Account, (PTA) which is defined in Item 11, by identifying and tracking deposits and withdrawals into and out of the Public Transportation Account, the interest earned, and the balance of funds in the account.
8. *Reporting* – The Grantee’s PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee’s governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee’s 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:
 - a. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee’s operator(s), if any;
 - b. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee’s operator and a third party within the Grantee’s service area or territorial boundaries, and a summary of the Grantee’s efforts to obtain additional service contracts;
 - c. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
 - d. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

- e. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

General Requirements - The Provider shall commence, carry on, and complete the Project with all practicable dispatch, in a sound economical, and efficient manner, and in accordance with the provisions hereof, of the Provider' Application and Service Plan, all applicable Federal and State laws, Grantee guidelines and IDOT/DPIT rules and regulations.

Pursuant to Federal, State, and Local Law - In performance of its obligations pursuant to this Agreement, the Provider and its contractors shall comply with all applicable provisions of Federal, State and local law. 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 of more restrictive local standards to the performance of the Project.

The Provider agrees that the most recent of such Federal and State requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed either by IDOT/DPIT or FTA, the language of which either 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 and may apply to this Agreement. To achieve compliance with changing Federal and State requirements, the Provider agrees to include in all third-party contracts financed with Government (FTA and/or IDOT/DPIT) assistance, specific notice that Federal and State requirements may change and the changed requirements or amendments will apply to the Project as required.

Project Funds - The Provider shall initiate and prosecute to completion all proceedings necessary to enable the Provider to provide its share of Project costs at or prior to the time that such funds are needed to meet Project costs.

Changed Conditions Affecting Performance - The Provider shall immediately notify the Grantee of any change in conditions of local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this contract.

No Government Obligations to Third Parties - The Grantee shall not be subject to any obligations or liabilities by contractors of the Provider or their subcontractors or any other person not a party to this contract in connection with the performance of this Project pursuant to the provisions of this Agreement without its specific written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

ITEM 7 - CONTINUANCE OF SERVICE

The Provider agrees to use its best efforts to continue to provide, either directly or by contract, as the case may be, the service described in the Provider's final approved Service Plan. All contracts, except the Public Aid contract which is attached hereto and made a part hereof which has already been entered into by the Provider, must be approved by the Grantee and IDOT/DPIT before they are entered into by the Provider. No reductions or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions. At least thirty (30) days prior to (a) any reduction or termination of such service or (b) the filing of a request for such reduction or termination with the appropriate regulatory agency, whichever comes first, the Provider shall give written notice of the proposed action to the Grantee and all units of local government within the Provider's service area.

ITEM 8 - USE OF FACILITIES

The Provider agrees that the Project facilities will be used for the provision of transportation service within the Grantee's service area substantially as described in the Provider's final approved Service Plan. Such facilities shall be used in the provision of said service during the effective period of this Agreement in accordance with Generally Accepted Accounting Principles (GAAP), IDOT/DPIT, FTA, and Grantee guidelines. If, during such period, such facilities are not used for transportation service at the initiative of the Provider, the Provider shall immediately notify the Grantee.

The Provider shall keep satisfactory records with regard to the use of the facilities and submit to the Grantee upon request such information as is required in order to assure compliance with this Section and shall immediately notify the Grantee in all cases where Project facilities are used in a manner substantially different from that described in the final approved Service Plan. The Provider shall maintain in amount and form satisfactory to the Grantee such insurance or self-insurance as will be adequate to Project facilities through the period of required use. The Provider shall also submit at the request of the Grantee, upon the forms provided by IDOT/DPIT, a certification that the Project facilities are being used in accordance with the terms of this ITEM.

1. Encumbrance of Private Property. Unless expressly authorized in writing by IDOT, the Provider agrees to refrain from:
 - a. 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 Grantee interest in any Project real property or equipment; or
 - b. Obligate itself in any manner to any third party with respect to Project real property or equipment.
2. The Provider agrees to refrain from taking any action or acting in a manner that would adversely affect the Grantee interest or impair the Provider's continuing control over the use of the Project real property or equipment.

ITEM 9 - ETHICS

1. The Provider 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 Provider 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;

Any member of his or her immediate family;

His or her partner; or

Any organization that employs, or is about to employ, any of the above.

The conflict-of-interest requirement for former employees, officers, board members and agents shall apply for one (1) year.

The code shall also provide that the Provider'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.

Interest of Members of or Delegated 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 derive any benefit therefrom.

Bonus or Commission. The Provider acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Grantee in connection with this Project, the Grantee reserves the right to impose on the Provider the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Sections 3801, *et seq.*, and 49 U.S.C. app. Section 1607 a (h), as IDOT or the Grantee deems appropriate. The terms of the U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to this Project.

ITEM 10 - THE PROJECT BUDGET

Project Budget shall be prepared by the Provider and approved by the Grantee and IDOT/DPIT. The Project Budget shall be maintained by the Provider and shall provide the Grantee with a copy. The Provider shall carry out the Project and shall incur obligations against and make disbursements from project funds only in conformity with the latest approved Project Budget listed as Exhibit B and entitled "Approved Project Budget". The Project Budget may be revised from time to time, but no Budget or revision thereof shall be effective unless and until the Grantee and IDOT/DPIT shall have approved the same.

ITEM 11 – ACCOUNTING, RECORDS, AND ACCESS

Grantee Responsibilities:

Financial Control Requirements: The Grantee financial management system will be structured to provide accurate, current, and complete disclosure of the financial results of the program. The Grantee is ultimately accountable for all funds received under this Agreement. The Grantee will maintain effective control and accountability over all funds, as required by the IDOT/DPIT, and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program.

Public Transportation Account – The Grantee shall establish and maintain a separate account(s) for the Project (hereinafter referred to as a Public Transportation Account or PTA) in conformity with requirements established by the IDOT/DPIT. The account(s) shall be in federally insured bank or trust company.

Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the IDOT/DPIT pursuant to this Agreement, and all other funds provided for or otherwise received on account of the Project and Project Facilities (hereinafter referred to as Project Funds). Examples of such type of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the IDOT/DPIT.

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.

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 IDOT/DPIT in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the IDOT/DPIT.

Project Funds may only be used for the following expenses:

1. Eligible costs; and
2. Operating or capital expenditures directly related to the Project, pursuant to IDOT/DPIT procedures.

Provider's Responsibilities:

The Provider's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this Agreement. The Provider is accountable for all Project Funds received under this Agreement, including those expended for subgrantees. The Provider shall maintain effective control and accountability over all Project Funds, equipment, property, and other assets under the Agreement as required by the IDOT/DPIT. The Provider shall keep records sufficient to permit the tracing of Project Funds to a level of expenditure adequate to ensure that the Project Funds have not been inappropriately expended and must have internal controls consistent with generally accepted accounting practices.

1. **Project Accounts** - The Provider shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project in conformity with requirements established by the Grantee.
2. **Funds Received or Made Available for the Project** - Provider shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, or the Federal Savings and Loan Insurance Corporation, all Contract payments received by it from the Grantee pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grantee payments and other funds are herein collectively referred to as "Project Funds."

The Provider shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of the Project Funds by the Grantee, 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 Provider shall ensure that the Project Funds are expended in accordance with the following principles: 1) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations, 2) grant expenditures should conform to the terms and conditions of this Agreement, 3) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the cost, and 4) accounting should be consistent with generally accepted accounting principles.

The Provider agrees to complete and submit financial reports to the Grantee quarterly by the thirtieth (30th) day of the month following the reported quarter, and at such other times as the Grantee may prescribe, the amounts recorded in the Project Account.

3. **Eligible Costs** - Expenditures made by the Provider shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:
 - (a) be made in conformance with the final approved Service Plan and the approved Project Budget and all other provisions of this contract;
 - (b) be necessary in order to accomplish the Project;
 - (c) be reasonable in amount for the goods and services purchased;
 - (d) be actual net costs to the provider (i.e., the price paid minus any refunds, rebates, or other items of value received by the Provider that have the effect of reducing the cost actually incurred) except as otherwise authorized by the Grantor in writing.
 - (e) be incurred (and be for work performed) after the date of this Agreement, unless *specific* authorization from the Grantee to the contrary is received;

- (f) be in conformance with the standards for allowability of costs established by the Grantee, IDOT/DPIT, and FTA, unless *specific* authorization to the contrary is received from the Grantee, IDOT/DPIT, and/or the FTA;
- (g) be satisfactorily documented; and
- (h) be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantee.

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 IDOT/DPIT.

- 4. *Documentation of Project Costs* - All costs charged to the Project, including any approved services contributed by the Provider or others, shall be supported by properly executed payrolls, time records, invoices, allocation plans, contracts and/or vouchers evidencing in detail the nature and property of the charges.
- 5. *Checks, Orders and Vouchers* - Any check or order drawn by the Provider 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 Provider stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, allocation plans 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 such documents.
- 6. *Audit and Inspection Records* –

Grantee's Responsibilities:

Audit Requirements: An annual financial and compliance audit will be procured by the Grantee as required by the Illinois Department of Transportation, except in the case where an organization-wide audit is conducted. An organization-wide audit (or A-110 or A-128 audit if applicable) may be used by the Grantee to satisfy the audit requirements under this Agreement, where the Provider activities are included in such audits.

All audits of appropriate records must be performed by a certified public accountant of a licensed firm. The audit must be conducted in accordance with the Comptroller General's Standards for Audits of Governmental Organization, Programs, Activities, or Functions, and the General Accounting Office's Guidelines for Financial and Compliance Audits of Federally Assisted Programs.

IDOT reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

The independent audit reports that are submitted to Illinois Department of Transportation, Division of Public and Intermodal Transportation should include the following information:

- 1. The Grantee's name;
- 2. The Grantee's fiscal year;
- 3. The type of Section 5311 program and Downstate Operating funds received (Operating or Capital Assistance);
- 4. The amount of funds received by type;
- 5. A statement that the audit was made in accordance with OMB Circular A-128;
- 6. The auditor's report on the financial statements and on the schedules(s) of federal assistance;

7. The financial statement and schedule(s) of Federal assistance, showing the total expenditures for the federal Section 5311 program including the Downstate Operating Assistance funds;
8. The auditor's report on the study and evaluation of internal control systems which must identify the Grantee's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal Section 5311 program including Downstate Operating Assistance funds is being managed in compliance with laws and regulations. The report must also identify the control were evaluated, the controls that were not evaluated and the material weakness identified as a result of the evaluation;
9. The auditor's report on compliance containing;
 - a) A statement of positive assurance with respect to those tested for compliance, including compliance with laws and regulations pertaining to financial reports and claims for advances and reimbursements;
 - b) A statement of negative assurance on those items not tested;
 - c) An identification of total amounts questioned, if any, for each financial assistance award, as result of non-compliance.

Provider's Responsibilities:

The Provider (and its subcontractors, if any) certify that it shall remain, for a minimum of seven (7) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement; 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 Grantee, IDOT/DPIT and its agents, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Provider 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, records and supporting documents required by this section shall establish a presumption in favor of the State and against the Provider for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

General Audit and Inspection - The Provider shall permit, and shall require its contractors to permit, the Grantee or any other State or Federal agency authorized to perform such audit or inspection, to inspect all work, materials, payrolls, and other data and records, with regard to the Project. The Provider shall furnish at closeout, or any time prior to close-out as may be requested by the Grantee, audit reports prepared according to generally accepted accounting principles. The Provider agrees to comply promptly with recommendations contained in the Grantee's final audit report. The Grantee shall have final selection and/or approval of an independent auditor for these purposes.

ITEM 12 – REQUISITIONS, PAYMENTS AND COMPENSATION OF THE PROVIDER

Grantee's Responsibilities:

1. Compensation of the Provider: Payments pursuant to this Agreement are subject to the availability of Federal Transit Administration funds, State of Illinois Department of Transportation/Division Public and Intermodal Transportation funds and State of Illinois appropriations and authorized expenditures under federal and state law.

For carrying out the program objectives as described in the grant application and this Agreement for this Project, the total compensation and reimbursement payable by the Grantee to the Provider shall not exceed the amounts as outlined in the attached budget under Exhibit B, entitled "Approved Project Budget".

All payment requests by the Provider will be reviewed by the Grantee to ensure such requests are in accordance with the approved budget. The Provider agrees to submit payment requests that are:

- a) Only for costs necessary to complete Project program objectives.
- b) Eligible for payment under the State of Illinois cost principles for under 56 Illinois Administrative Code 2630; and
- c) In conformance with the State of Illinois administrative requirements for under 56 Illinois Administrative Code 2610.

2. Method of Compensation: Payments to the Provider are subject to the initiation of a requisition form.

The Service Provider will maintain appropriate financial records of actual costs incurred and will submit this information to the Grantee as requested.

The Provider cannot be reimbursed for costs incurred in excess of total federal dollars in the approved budget but may be reimbursed through Downstate Operating Assistance Program funds. However, the Provider may be reimbursed for costs exceeding amounts budgeted by a specific line item. Any over expenditure of an amount budgeted for a line item requires a commensurate under expenditure of another line item.

If the Provider expends funds contrary to the provisions of this Agreement or the approved program budget, the Grantee may require the repayment of those funds if the expenditure violated the Provider assurances or the statutory provision of this Agreement. Other expenditures that do not confirm to the scope of work may be improper only because the Provider has failed to obtain approval of a revised work program. In such cases, the Grantee may withhold funds until the revision is approved by IDOT.

An overpayment of grant funds (un-liquidated balance) shall promptly be refunded to the Grantee accompanied by either a final expenditure report or the audit report. In addition, the Provider agrees to repay the Grantee for any funds that are determined by the Grantee, through monitoring activities or audit reports, to have been spent improperly.

Provider's Responsibilities:

1. *Requests for Payment by the Provider.* The Provider may make requests for payment of eligible costs, and the Grantee shall honor such requests in the manner set forth in this ITEM. In order to receive payments, the Provider must:
 - (a) completely execute and submit to the Grantee requisition forms supplied by IDOT to the Grantee in accordance with the instructions contained therein;
 - (b) submit to the Grantee an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period (not more than thirty (30) days after the date of submission); and vouchers, invoices or documentation to substantiate these costs;
 - (c) where local funds are required, demonstrate or certify that it has supplied local funds adequate, when combined with the State payments, to cover all costs to be incurred to the end of the requisition period; and
 - (d) have submitted all financial and progress reports currently required by the Grantee or IDOT/DPIT.
2. *Payment by the Grantee* - Upon receipt of the requisition form and the accompanying information in satisfactory form, the Grantee shall process the requisition. If the Provider is complying with its

obligations pursuant to the contract, has satisfied the Grantee of its need for the funds requested during the requisition period, and is making adequate progress toward timely completion of the project; and if all of these circumstances are found to exist, the Grantee shall reimburse apparent allowable costs incurred (or to be incurred during the requisition period) by the Provider up to the maximum amount payable. However, reimbursement of any cost pursuant to this ITEM shall not constitute a final determination by the Grantee of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this contract committed by the Provider. The Grantee will make a final determination as to allowability only after a final audit of the project has been conducted.

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

If the Provider disagrees with the determination of the Grantee, it may make a written request to the Grantee, within ten (10) days of notice that the requested requisition has been deemed ineligible for reimbursement, to forward the requisition to IDOT/DPIT for its determination. If after review IDOT deems that the requisition is an eligible expense and so notifies the Grantee in writing of its decision within 14 days, the requisition shall be reimbursed by Grant funds.

3. *Disallowed Costs* - In determining the amount payable, the Grantee will exclude costs incurred by the Provider which are not provided for in the latest approved Project Budget for the Project; and 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 Grantee.

ITEM 13 - RIGHT OF GRANTEE/DEPARTMENT TO TERMINATE

Upon written notice to the Provider, the Grantee reserves the right to suspend or terminate all or part of the financial assistance herein provided for when the Provider is or has been in violation of the terms of this Agreement or when the State determines that the purpose of the Acts would not be adequately served by the continuation of State financial assistance to the project. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the grant will not invalidate obligations properly incurred by the Provider and concurred in by the Grantee prior to the date of termination, to the extent that they are non-cancelable. The acceptance of a remittance of any or all Project payments previously received by the Provider or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

ITEM 14 - PROJECT AUDIT

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

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Provider agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Provider warrants that there is no provision of its charter, by-laws or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Provider any provision or clause of this Agreement. Provider warrants further that it has paid all Federal, State and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, that Provider has or

will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder and that Provider will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder.

ITEM 16 - CONTRACT OF THE PROVIDER AND SUBCONTRACTS

Except as otherwise provided in the Grantee guidelines or as specifically approved by the Grantee, the Provider 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 of the Grantee and the IDOT/DPIT. The Provider may only subcontract services with the prior written approval of the Grantee and the IDOT/DPIT. Any subcontracts or third-party contracts for service shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that the subcontractor are subject to all of the terms and conditions of this Agreement. For the Grantee to approve the use of any subcontract, the Grantee must employ an open, impartial, and reasonably competitive selection process. The Provider has made the Grantee aware of a pre-existing contract with the Illinois Department of Public Aid, a copy of which is attached hereto.

ITEM 17 - COMPETITIVE BIDDING

Provider agrees to give full opportunity for free, open and competitive bidding for each contract to be let by the Provider calling for construction or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Provider shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition.

The award of each such contract shall be made by Provider as soon as practical to the lowest responsible bidder except as otherwise provided in Grantee, IDOT/DPIT and FTA guidelines.

ITEM 18 - THIRD PARTY CONTRACT CHANGES

No change or modification of the scope or cost shall be made to any contract and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as otherwise approved by the Grantee, and where required, until the approved Project Budget has been amended by the Grantee as may be necessary to provide for such change or modification.

ITEM 19 - PRE-BID REVIEW

Except as otherwise provided in Grantee guidelines or as otherwise specifically approved by the Grantee, the Provider agrees that, prior to advertising for any bids for any work to be performed under ITEM 17 - COMPETITIVE BIDDING, the Provider shall submit one (1) copy of each of the proposed contract, plans, specifications, proposed advertisement for bids, and all related bidding documents, to the Grantee for approval. The bid invitation or advertisement shall include a statement that the contract to be let is subject to this contract between the Provider and the Grantee.

ITEM 20 - ASSIGNMENT OF AGREEMENT

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

ITEM 21 - INDEMNIFICATION AND INSURANCE

The Provider agrees to save harmless and indemnify the Grantee from any and all losses, expenses, damages (including loss of use), demands and claims and shall defend any suit or action, whether at law or inequity, brought against it based on any such alleged injury (including death) or damage and shall pay all damages judgments, costs, and expenses, including attorney's fees, in connection with said demands and claims resulting therefrom.

The Provider agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance with limits and upon terms satisfactory to the Grantee as will protect the Provider from any other claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations hereunder by the Provider, or by anyone directly or indirectly employed by or associated with it, and the Provider shall furnish the Grantee with certificate(s) evidencing all such required insurance.

ITEM 22 - NON-WAIVER

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

ITEM 23 - NON-COLLUSION

The Provider warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No State officer or employee, or member of the State General Assembly or of any unity of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

ITEM 24 - INDEPENDENCE OF GRANTEE

In no event shall the Provider or any of its employees, agents, contractors or subcontractors be considered agents or employees of either the Grantee or the State. Furthermore, the Provider 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 Grantee or the State, and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, employee of the Grantee or State including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 25 - LABOR LAW COMPLIANCE

The Provider agrees to comply with the Labor Law Compliance provisions of the Federal Capital Grant Contract pertaining to the Project, if any, and all applicable State and Federal laws and regulations including, but no limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, and health and safety of employees.

The Provider also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the project to agree to such compliance.

ITEM 26 - EQUAL OPPORTUNITY AND FAIR EMPLOYMENT PRACTICES

In addition to compliance with the Federal Equal Employment Opportunity provisions outlined in 49 CFR 23 and 49 CFR 21 and the applicable federal disability requirements, the Provider shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Human Rights Commission. It is understood that the term "Contractor" as used in this clause shall also mean "Provider".

"EQUAL EMPLOYMENT OPPORTUNITY CLAUSE" required by the Illinois Human Rights Commission's Rules and Regulations as a material term of all public contracts (Section 6.1):

In the event of the Contractor's non-compliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the Grantee, 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 contract, the Provider agrees as follows:

That it will not discriminate against any employee or applicant for employment because of races, 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 under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

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.

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.

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 contractor'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 contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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.

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.

That it will include verbatim or by reference the provisions of this clause in every 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, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails

or refuses to comply therewith. In addition, the contractor will not be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

As of July 1, 1993, the Provider shall have written sexual harassment policies that shall include, at a minimum, the following information:

The illegality of sexual harassment

The definition of sexual harassment;

A description of sexual harassment, utilizing examples;

The Provider's internal complaint process including penalties;

The legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission;

Directions on how to contact the Department and Commission; and

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.

With respect to the two (2) types of subcontracts referred under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 1.1 of the Illinois Human Rights Commission's rules and regulations for Public Contracts:

Section 1.1 (17): the term "Subcontract" means any agreement, arrangement or understanding, written or otherwise between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of anyone or more contracts; or,

Under which any portion of the contractor's obligation under anyone or more contracts is performed, undertaken, or assumed.

ITEM 27 - PAYMENT WITHHOLDING, DELAY, TERMINATION AND RECALL

Upon the occurrence of any condition or conditions listed in this ITEM, the parties agree that the Grantee, by written notice to the Provider, may elect 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 Provider agrees that upon receipt of such notice of recall the Provider shall immediately return such Agreement payment or payments, or any portion thereof, which the Provider has received pursuant hereto.

The forgoing remedies shall become available to the Grantee if:

There is any misrepresentation of a material nature in the Provider's Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Provider required by the Grantee in connection with the Agreement;

There is pending litigation which, in the opinion of the Grantee, may jeopardize the Grant of this Agreement;

There has been, in connection with the Contract, any violation of State or Federal regulations, ordinances or statutes applicable to the Provider, its officers or employees which, in the opinion of the Grantee, affects this Agreement;

Any contributions provided by the State pursuant to the Agreement are used for an ineligible purpose;

The Provider is unable to substantiate the proper use of Project funds, facilities, and equipment provided pursuant to the Agreement; or

The Provider shall be in default with any of the provisions of this Agreement.

ITEM 28 - SERVERABILITY

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 29 - PATENT RIGHTS

Any patentable results arising out of this Agreement, as well as all information, design, specifications, know-how data, and findings shall be made available to the United States of America and to the State for public use, unless the Parties shall determine, in a specific case where it is legally permissible, that it is in the public interest that it not be so made available

ITEM 30 - AMENDMENT

This Agreement may be amended at any time by written amendment. The parties agree that no change or modification 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 part of this Agreement. No work shall be commenced, and no costs or obligations incurred in consequence of any Amendment to this Agreement or any attachments hereto unless and until such Amendment has been executed and made a part of this Agreement and the Approved Project Budget has been amended to confirm thereto.

ITEM 31 - TITLES

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

ITEM 32 - SCHOOL BUS OPERATIONS

Provider agrees not to engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, provided that this requirement shall not apply to a grantee which operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system (see Section 49.19(13), Civil Admin. Code of Illinois).

ITEM 33 - NON-CONSTRUCTION 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 Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act), "29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Provider for the Project:

1. *Non-Construction Contracts* - The requirements of the clauses contained in 29 CFR Sec. 5.5(b) are applicable to any contract subject to the Overtime Provisions of the Contract Work Hours

and Safety Standards Act and not to any of the other statutes cited in 29 CFR Section 5.1. The Provider's contractor or subcontractor shall maintain basic payroll records during the course of the work and shall preserve them for a period of three (3) 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, deductions 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 IDOT/DPIT, FTA, U.S. DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Provider.

ITEM 34 - SUBSTANCE ABUSE

The Provider agrees to comply with the Illinois (30 ILCS 580/1et seq.) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)", 49 C.F.R. Part 29, Sub-Part F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

ITEM 35 - PREFERENCE FOR RECYCLED PRODUCTS

The Provider agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained to 40 C.F.R Parts 247-254.

ITEM 36 - DEBARMENT AND SUSPENSION

The Provider agrees to obtain certifications on debarment and suspension from its third party contractors and sub-recipients and otherwise comply with governmental regulations. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal or State department or agency.

ITEM 37 - ENVIRONMENTAL, RESOURCE CONSERVATIONS, AND ENERGY REQUIREMENTS

The Provider recognizes that many Federal and State statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Accordingly, the Provider agrees to adhere to, and impose on its sub-recipients, any such Federal and State requirements, as the government may now or in the future promulgate. The Provider expressly understands that this list does not constitute the Provider's entire obligation to meet Federal requirements.

Environmental Protection - To the extent applicable, the Provider agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joining FHWA/FTA regulations, "Environmental Impact and Related Procedures", at 23 C.F.R Part 771.

Air Quality - The Provider agrees to comply with applicable requirements of Environmental Protection Agency (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 GFR Part 51, Sub-Part T; and Determining Conformity of Federal Actions to State and Federal Implementation Plans, 40 GFR Part 93. To support the requisite air quality conformity finding for the project, the Provider agrees to implement each air quality mitigation and control measure incorporated in the project.

The Provider agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design and scope of the project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit fleet buses, thus, the Provider should be aware that the following EPA regulations, among others, may apply to its project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicles Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

Use of Public Lands - No 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 historical site of national, State, or local significance may be used for the project unless specific findings required by 49 U.S.C Section 303 are made by the U.S. DOT.

Historic Preservation - The Provider agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C Section 470 (f).

Mitigation of Adverse Environmental Effects - Should the proposed project cause adverse environmental effects, the Provider agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C app. Section 1610, all other applicable statutes and procedures set forth in 23 C.F.R Part 771 and 49 C.F.R Part 622.

ITEM 38- CHARTER SERVICE OPERATIONS

The provider may not engage in charter service operations except as provided under Section 3(f) of the Federal Transit Act, as amended, 49 U.S.C. app Section 1602(f), and FTA regulations "Charter Service," 49 C.F.R. Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

ITEM 39 - PRIVACY

Should the Provider, or any of its subcontractors, or their employees, administer any system of records on behalf of the Federal Government, the privacy Act of 1974 (The Act), 5 U.S.C., Section 552a, imposes information restrictions on the party managing the system of records.

ITEM 40 - MATCHING FUNDS

It is expressly agreed by the Provider that it will assist in fund-raising efforts to raise matching funds required of the Grantee in the Grantee's "Non-Urbanized Area Transportation Project Agreement for Operating Assistance." entered into with the State of Illinois.

ITEM 41 - FUNDING DELAY

It is expressly agreed between the parties that if any delay occurs in providing Federal or State funding to the Provider, there is absolutely no obligation on the part of the Grantee to fund the Provider's program hereunder. If the "Non-Urbanized Area Transportation Project Agreement for Operating Assistance" entered into by and between the Grantees and the State of Illinois is terminated, then this Agreement is immediately null and void. Further, if there is any delay in funding from the aforesaid Agreement, the Grantee may suspend services contemplated hereunder.

ITEM 42 - MARKETING PLAN

The Provider shall provide a written, annual marketing plan to the Grantee for approval. The Provider shall be responsible for implementation of the approved marketing plan and the Grantee may assist in the marketing efforts.

ITEM 43 – REPORTS

Grantee's Responsibilities:

Reporting – The Grantee's PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee, and ii) annually, a written report to the IDOT/DPIT that is submitted with the Grantee's 4th quarter actual requisition. The Grantee shall provide the IDOT/DPIT copies of the quarterly report at the request of the IDOT/DPIT. The reports shall contain the following information:

- f. A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;
- g. A summary and analysis of the activities monitored pursuant to this item, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's service area or territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;
- h. A summary and analysis of public transportation complaints and if applicable, the satisfaction of any entity receiving service from the Grantee or its operator(s) pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;
- i. For the annual report to the IDOT/DPIT, an accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and
- j. Any additional information requested by the IDOT/DPIT.

Provider's Responsibilities:

Program Monitoring Reports – The Provider will actively monitor the project for compliance in accordance with the terms and conditions of the Agreement, together with appropriate rules and regulations, and/or guidelines that the Grantee or IDOT/DPIT may promulgate or implement. The Grantee must permit any agent authorized by the IDOT/DPIT, upon presentation of credentials, in accordance by all methods available by law, including full access to and to the right to examine any document, papers, and records either in hard copy or electronic, of the Grantee or Subgrantee involving transactions to this Agreement.

Vehicle Reports - At the onset of the Project, the Provider shall provide to the Grantee a report on the conditions of the vehicles to be used for the Project. The Provider shall keep maintenance logs for all of the vehicles and maintain said reports for the life of each vehicle. The Provider shall make the logs available for inspection and review by the Grantee and/or IDOT/DPIT. The Provider shall make recommendations to the Grantee when the Provider deems that a vehicle should be replaced. The Provider may complete a capital grant application, if Grantee gives express permission for the Provider to do so, and all such grant applications must be approved by the Grantee prior to submission.

Ridership Reports - The Provider shall also provide monthly and quarterly ridership reports to the Grantee. Ridership reports shall include the number of one-way passenger trips and other pertinent data.

Allocation Plans and Reports - The Provider shall maintain a time and cost allocation plans for goods, services, personnel which are not used or funded solely for or by Project funds. These plans shall be subject to audit and inspection pursuant to criteria enumerated in ITEM 14 herein.

ITEM 44 – COMPLAINT AND RESOLUTION PROCESS

Grantee's Responsibilities:

Complaint Procedures – The Grantee's PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if any;

Provider's Responsibilities:

The Provider shall develop and adhere to a complaint and resolution process in the event of a Grantee or Provider complaint. The Provider will be the recipient of all written complaints or concerns and shall communicate this to the Grantee or Program Compliance Oversight Monitor (PCOM). All complaints must be submitted to the Provider in writing and recorded on the Provider Complaint Procedure Form. The Provider upon receipt of the written complaint will contact the person or organization within three (3) working days to discuss the complaint. Follow-up contact will be made to the person or organization to seek a resolution of the complaint and the plan of action will be documented. The Provider will send a status report of all complaints, follow-ups, and resolutions to the Grantee and/or Program Compliance Monitor on a monthly basis by the fifteenth (15th) of the month to the attention of the Grantees authorized representative PCOM or, Board Chief Elected Official.

ITEM 45 - OFFICE, VEHICLE STORAGE

The Provider agrees to maintain an office and vehicle parking and/or storage for this Project within the County of Shelby, Illinois.

ITEM 46 – ACCESS TO RECORDS

The Provider will make available to federal, state and to the Grantee (and/or their authorized representatives), upon reasonable request, any and all financial and participant records necessary for conducting audits, investigations, and reviews authorized by the Illinois Department of Transportation. The Provider will maintain all financial records, as previously outlined, and make them available for review for a period of time of not less than three (3) years past the end of any fiscal year.

ITEM 47 – FTA –FUNDED PROJECT EQUIPMENT

Pursuant to FTA circular 9040. 1F, Chapter VI-4, this Agreement includes the expressed use by the Provider of FTA-funded project equipment owned by the Grantee. The use of FTA-funded Project equipment will be done in compliance with all applicable federal statutory and regulatory requirements.

ITEM 48 – VEHICLE USAGE AND LEASE AGREEMENT

The Grantee has entered into a Vehicle Lease Agreement with the Provider listed as Exhibit E, and entitled "Vehicle Lease Agreement", which is by this reference specifically incorporated herein to this Agreement.

The Vehicle Lease Agreement details the vehicle use, terms, scope of service, limits, conditions, and vehicles leased related to the Agreement.

ITEM 49 – TERMINATION

Either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its desire to terminate the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement, effective July 1, 2025, and expires June 30, 2026, to be made effective and executed as of the 13th day of March 2025, by their respective duly authorized officials. The duly authorized signatures below shall constitute acknowledgement and approval of both Parties acceptance of the Agreement's terms, conditions, assurances, budget, and exhibits.

Provider's Name and Address
C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION
1805 South Banker Street
Effingham, IL 62401

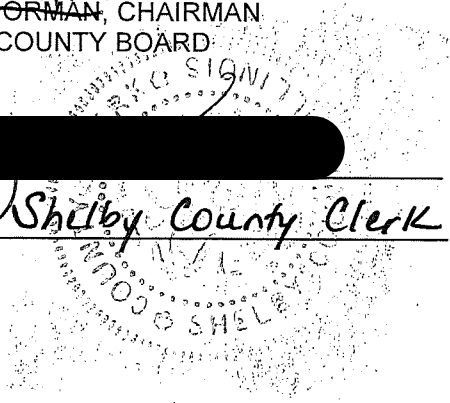
Grantee's Name and Address
SHELBY COUNTY, ILLINOIS
County Courthouse
301 E. Main Street
Shelbyville, IL 62665

By: _____
KEVIN M. BUSHUR, CHIEF EXECUTIVE OFFICER

By: 
Tad Mayhall, Chairman
ROBERT ORMAN, CHAIRMAN
SHELBY COUNTY BOARD

Attest: _____
Beth Beck-Marts, Program Director

Attest: 
Shelby County Clerk



Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, SHELBY COUNTY hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the SHELBY COUNTY on the day of MARCH 13, 2025 .

Signature of Authorized Official

[Redacted Signature]

Date

3/14/2025

Authorized Official's Name Typed

TAD MAYHALL

Public Transportation Applicant Ordinance

ORDINANCE NUMBER: 25-01-0
AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN SHELBY COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, SHELBY COUNTY wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the SHELBY COUNTY BOARD CHAIR and SHELBY COUNTY that:

Section 1. SHELBY COUNTY shall hereby provide public transportation within the county or counties limits and within a 10 mile radius of service county boundaries at a rate of \$1.00 per mile outside of county limits.

Section 2. The clerk/secretary to the governing board of SHELBY COUNTY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Grant Application to the Illinois Department of Transportation.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the SHELBY COUNTY BOARD CHAIR and the SHELBY COUNTY BOARD on the 13th day of March 2025, and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: 22
Members Present at Vote: 15
Members Voting "Aye": 15 Members Voting "Nay": 0 Members Abstaining: 0

Signature of [Signature] Date 3/14/2025

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT

2025-11

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

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

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2026 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of SHELBY COUNTY.

Section 2. That while participating in said operating assistance program, SHELBY COUNTY will provide all required local matching funds.

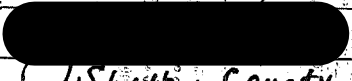
Section 3. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY such application.

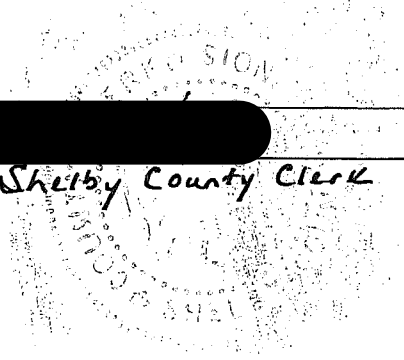
Section 4. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY BOARD is hereby authorized and directed to execute and file on behalf of SHELBY COUNTY a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2026.

Section 6. That the SHELBY COUNTY BOARD CHAIR of the SHELBY COUNTY SHELBY BOARD is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2026.

PRESENTED and ADOPTED this 13th day of March 2025.

Signature of Authorized Official	Date	Attest
	3/14/2025	
Title		
CHAIRMAN		SHELBY County Clerk



SECTION 31
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 32
Amendment

This agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 33
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 34
Attorneys Fees

Except as provided for in Section 23, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorney's fees incurred in enforcing the terms and provision of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

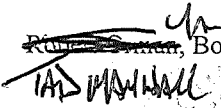
SECTION 35
Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS, THEREOF, the parties have executed this Agreement as of the day and year first-above written.

LESSOR:

By:  _____

 Board Chair, Shelby County

ATTEST:

 _____

LESSEE:

By: _____

Kevin Bushur. CEO, C.E.F.S. EOC

ATTEST:

U.S. Government Required Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service

Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to

the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General

or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A

"payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is

increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final

Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all

times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is

not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid

(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any

further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon

Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the

contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of

performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make

an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the

Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit

Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) 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 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by 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 Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. 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 of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or

activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and

associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337,

or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other

exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors 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 Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq.,

January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a

disability, or a former employee.

Safe Operation of Motor Vehicles.

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form

(SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

VEHICLE LEASE AGREEMENT BETWEEN

**Shelby County
AND
C.E.F.S Economic Opportunity Corporation**

**EFFECTIVE DATE:
July 1, 2025**

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VEHICLE LEASE AGREEMENT

This Agreement is made and entered into by and between Shelby County, a public entity, hereinafter referred to as “Lessor”, and C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit an Illinois Not-For-Profit Corporation, hereinafter referred to as “Lessee”.

Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1 Vehicle(s) Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicle(s):

*****SEE ATTACHED INVENTORY

Lessor shall delete the name Shelby County on the leased vehicle(s), and Lessee may, at its cost, add lettering such as C.E.F.S Economic Opportunity Corporation/Central Illinois Public Transit, providing said lettering is applied in a commercially reasonable manner.

SECTION 2 Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to avoid any insurance covering the vehicle(s), or as a public or private livery, or permit any vehicle(s) to become subject to any lien, charge, or encumbrance which may affect Lessor’s title to said vehicle(s).

Lessee shall obtain Lessor’s prior written consent, which consent shall not be withheld unreasonably for any trip in excess of a 200-mile radius from C.E.F.S. Economic Opportunity Corporation/Central Illinois Public Transit (Shelby County) base of operation.

Lessee shall notify Lessor once the mileage on the vehicle(s) reaches 250,000, whereas Lessor may apply for release of lien from IDOT.

SECTION 3 Term

The term of the lease shall be for 1 year commencing on July 1, 2025, and termination at midnight on June 30, 2026. Subject to the terms of Section 18, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date of this agreement, of Lessee’s intention to either terminate this Agreement on June 30, 2026, or seek to renew the Agreement.

SECTION 4 Additional Conditions of IDOT

The State of Illinois Department of Transportation, Division of Public Transportation (hereinafter referred to as “IDOT”) is lien holder on the vehicle(s) to be leased, previously operated by Lessor pursuant to the abovementioned capital grant agreement listed in Section 1. The Section 1 Program Capital Assistance Grant Contract is specifically incorporated herein, as fully set forth in “Exhibit A”, attached hereto and made a part hereof. IDOT acknowledges that the making of this Agreement between Lessor and Lessee does not violate the terms of the Section 16 Grant Contract, nor causes any default or forfeiture thereunder.

Lessee shall use the vehicle(s) for the same purposes as described in the Section 16 Grant Contract entered into by Lessor and IDOT, i.e. for special transportation services designed to meet the needs of elderly persons and/or persons with disabilities in Illinois

Lessee represents and warrants that it will comply with said terms, conditions, and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the Section 16 Grant Contract shall be considered a default by Lessee under the terms hereof.

SECTION 5
Lessee's Representations and Warranties

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois Municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of Law, statute, rule, regulations, or order of any court of governmental authority to which Lessee is subject, or any judgment, decree, franchise, order to permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance, or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state, or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6
Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicle leased herein the sum of One Dollar (\$1.00) per year, per vehicle, paid annually in advance.

SECTION 7
Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle(s) liability insurance containing the coverage, exceptions, and exclusions, which are ordinarily contained in vehicle(s) liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle(s) furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle(s), naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverages:

<u>Commercial Vehicle Coverage</u>	<u>Umbrella Excess Liability Coverage</u>
Combined single limit: \$2,000,000.00	\$4,000,000.00
Medical Payments: \$5,000.00	

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon fifteen (15) days advance notice to Lessor.

Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim.

SECTION 8 **License Plates and Registration**

The vehicle subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9 **Delivery of Vehicle**

Lessor shall use all reasonable diligence to transfer the vehicle(s) leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10 **Reporting and Audit**

(a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle(s) maintenance records and trip logs.

(b) Lessor or its designee may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.

(c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

SECTION 11 **Maintenance**

All service, materials, and repairs in connection with the use and operation of the respective vehicle during the lease term, including but not limited to gasoline, fuel, oil, batteries, repairs, maintenance, tires, tubes, and towing necessary for the proper use and operation of the vehicle(s), are at lessee's expense. Lessee agrees that the oil in the crankcase shall at times be kept at proper level and shall be completely changed and the vehicle lubricated at intervals recommended in the manual provided by the manufacturer of the vehicle(s). Lessee shall take the vehicle(s) to the appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor. Lessee shall maintain and clean said vehicle(s) in a reasonable manner. Lessee shall immediately take reasonable corrective action on any item of repair, maintenance or cleanliness upon receipt of any complaint from Lessor.

Lessee shall prepare and maintain accurate records relating to all vehicle(s) maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12 **Modification of Vehicle**

Upon taking possession of vehicle(s), the Lessee shall add proper lettering to outside of vehicle(s) and mountings for phone and tablets in vehicle(s).

SECTION 13
Acceptance by Lessee

Upon taking possession of vehicle(s), it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE(S) SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK, OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle(s) subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle(s) subject to this Agreement.

SECTION 14
Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s). The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 15
Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorney's fees, arising from the use, maintenance, and operation of the vehicle(s) leased under the Agreement or the provision of services hereunder.

SECTION 16
Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle(s) by any duly constituted governmental authority as the result of lessee's use or intended use of the vehicle(s).

SECTION 17
Reports of Accidents

If the vehicle(s) furnished by Lessor to lessee under this Agreement is involved in any accident, Lessee shall cause its agent and employees to notify Lessor of such accident immediately by telephone. Thereafter, as soon as practicable, Lessee shall report to Lessor in writing giving all information relative to the accident, including by not limited to the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of the property damaged, and names and addresses of witnesses. Lessee, its agents and employees, shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable coverage.

Lessee shall promptly deliver to Lessor, or to such other person or company as Lessor shall have designated in writing, any and all papers, notices, summonses, process and documents whatsoever served upon or delivered to Lessee or

Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against Lessee and/or Lessor arising out of the ownership, maintenance, use or operation of any such vehicle(s).

SECTION 18
Drivers of Vehicle

The leased vehicle(s) under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle(s) to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle(s) because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 19
Termination

At least ninety (90) days prior to the expiration of the term set forth in Section 3, the parties shall either (i) agree in writing to extend the Agreement upon such terms and conditions as may be mutually agreeable, or (ii) if an extension of the Agreement is not completed, then one party may provide written notice to the other party that the Agreement shall terminate at the expiration of the term set forth in Section 3. This Agreement shall terminate in any event upon default as provided in Section 23.

SECTION 20
Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicle(s) leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 21
Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLE(S), OR BY THE FAILURE OF THE VEHICLE(S), OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLE(S).

SECTION 22
Compliance with Laws

The vehicle(s) leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of its rated maximum weights or capacity. If the vehicle(s) is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s). Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed extra hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 23

Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicle(s), without the prior written consent of Lessor. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicle(s) leased hereunder.

SECTION 24

Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- a. Default by Lessee in payment or performance of any of its obligations under this Agreement.
- b. Voluntary assignment of Lessee's interests herein.
- c. Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- d. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time fame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicle(s) subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicle(s) wherever it may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicle by Lessee, the Lessor's right to take possession of the vehicle(s) may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicle subject to this Agreement, or the possession or use of such vehicle(s), and Lessor shall retrain all rents and other sums paid by Lessee under this Agreement with respect to said vehicle(s). The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorney's fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicle(s).

SECTION 25

Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 26

Lease Only

This agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicle leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicle(s) subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicle(s).

SECTION 27

Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Shelby County
301 East Main Street
Shelbyville, IL 62565

IF TO LESSEE: C.E.F.S. Economic Opportunity Corporation
1805 S. Banker Street
Effingham, IL 62401

SECTION 28

Right to Repossess

Upon failure of Lessee to return or deliver the vehicle(s) subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicle(s) as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicle is or may be located to take possession of and remove the vehicle(s). Lessee shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 29

Inspection of Vehicle

Lessor shall have the right to inspect the respective vehicle(s) during reasonable business hours or cause the vehicle(s) to be inspected any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicle or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicle(s) has not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which all be corrected as soon as reasonably possible and prior to placing the vehicle(s) in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 30

Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicle(s) and related records, unless the right is waived at Lessor's sole discretion.

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" 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 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" 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 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. 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 Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental 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.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2025 to June 30, 2026 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By:


Chairperson, Fayette County Board

ATTEST:


Fayette County Clerk

Intergovernmental Agreement

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And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

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COUNTY OF SHELBY, a body politic and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF CHRISTIAN, a body political and corporate

By:


Chairperson, Christian County Board

ATTEST:


Christian County Clerk

Intergovernmental Agreement

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And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

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COUNTY OF SHELBY, a body political and corporate

By: 
Chairperson, Shelby County Board

ATTEST:

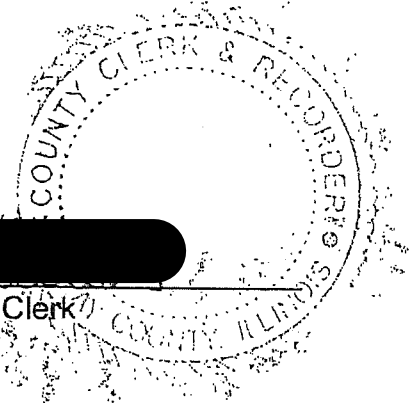

Shelby County Clerk

COUNTY OF CLAY, a body political and corporate

By: 
Chairperson, Clay County Board

ATTEST:


Clay County Clerk



Intergovernmental Agreement

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And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

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COUNTY OF SHELBY, a body political and corporate

By: _____

Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: _____

Chairperson, Montgomery County Board

ATTEST:

Montgomery County Clerk



Intergovernmental Agreement

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WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" 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 and Downstate Public Transportation Act funds.
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COUNTY OF SHELBY, a body political and corporate

By:


Chairperson, Shelby County Board

ATTEST:


Shelby County Clerk

COUNTY OF MOULTRIE, a body political and corporate

By:


Chairperson, Moultrie County Board

ATTEST:


Moultrie County Clerk

Resolution Number: 2025- 12

Map Amendment for Jeremy Chaney

WHEREAS a petition for a map amendment has been submitted by Jeremy Chaney to rezone his parcel of land, 1614-15-00-200-005, from Agricultural to General Business; and

WHEREAS The Zoning Board of Appeals unanimously recommended that the County Board grant the Amendment during their meeting on February 27th, 2025, in the office of the Zoning Administrator at 315 ½ East Main Street Shelbyville at 6pm; and

WHEREAS 55 ILCS 5-12, grants authority to the County Board to regulate and restrict location of structures and use of lands for the purpose of promoting public health, safety, morals, comfort, and general welfare; and

WHEREAS after due consideration, it is the determination of the Shelby County Board to grant this map amendment; and

BE IT RESOLVED by the Shelby County Board that the parcel of land 1614-15-00-200-005 be rezoned to General Business.

BE IT FURTHER RESOLVED that the Zoning Administrator is hereby directed to issue a Notice of Approval to the owner of the said parcel.

Duly presented, adopted, and passed this 13th day of March 2025.

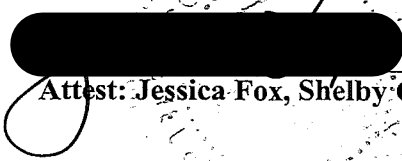


Tad Mayhall, Chairman
Shelby County Board

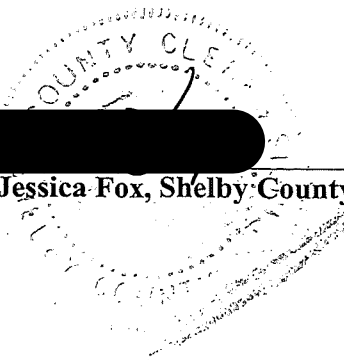
Ayes: 15

Nays: 0

Abstain: 0



Attest: Jessica Fox, Shelby County Clerk



Resolution Number: 2025- 13

Preliminary Plat Approval for Lithia Estates Subdivision

WHEREAS 55 ILCS Article 5 Division 5-12, grants authority to the County Board to regulate and restrict location of structures and use of lands for the purpose of promoting public health, safety, morals, comfort, and general welfare; and

WHEREAS after due consideration, it is the determination of the Shelby County Board that the preliminary plat application is sufficient for approval; and

WHEREAS the Shelby County Board agrees that the request for subdivision plat proceed to the final plat application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SHELBY COUNTY, ILLINOIS that the preliminary plat application be approved

THIS RESOLUTION APPROVED AND ADOPTED at a regular meeting of the County Board of Shelby County this 13th day of March, 2025.

Duly adopted and approved this 13th day of March, 2025.


Tad Mayhall, Chairman
Shelby County Board

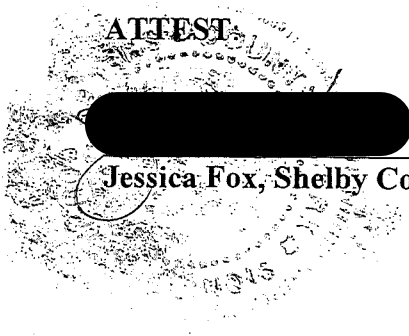
Ayes 15

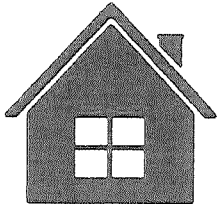
Nays 0

Abstain 0

ATTEST


Jessica Fox, Shelby County Clerk





Shelby County Zoning Office

315 ½ East Main Street
Shelbyville, IL 62565
Phone: (217) 294-3876
Email: Shelbyzoning@shelbycounty-il.gov
Website: www.shelbycounty-il.gov



Application for Approval of Preliminary Subdivision Plat

Contact Information

Applicant: David & Barbara Galvin Phone: 217-774-4222

Email: _____ Contact Preference: Phone X
Email _____

Current mailing address: 2151 State Highway 16, Shelbyville, Illinois 62565

Location of Proposed Subivision

(X) Same as Above or Address: _____ Section: 10

Township: Shelbyville Parcel Number: South of 2013-10-00-300-008

Current Zoning of Property: Agricultural

Plat Designer

Name: Douglas Grunloh - Milano & Grunloh Engineers, LLC Phone: 217-347-7262

Email: _____ Contact Preference: Phone X
Email _____

Current mailing address: 114 W Washington Ave, Effingham, Illinois 62401

Any person requesting approval either of a preliminary or final plat of a subdivision or re-subdivision shall file four copies of a plat thereof with the County Clerk, and shall furnish therewith four copies of all data necessary to show compliance with all applicable regulations of the County and shall make application for preliminary or final approval of the proposed plat, all in accordance with the requirements set forth in Zoning Ordinance for Shelby County. By signing below, the applicant attests that all information is accurate.

Applicant's Signature: David & Barbara Galvin Date: 12/5/2025

APPLICATION APPROVAL – FOR OFFICIAL USE ONLY

Fee: \$500

Fee Paid Date: 11/24/2024

Action of Zoning Board

Application Approval ☒ YES ☐ NO Date: 2/27/2025

Zoning Administrator: _____

Action of the Shelby County Board

Application Approval ☒ YES ☐ NO Date: 3/13/2025

Chairman Signature:  _____

County Clerk Signature:  _____



Shelby County Zoning Office

315 ½ East Main Street

Shelbyville, IL 62565

Phone: (217) 294-3876

Email: Shelbyzoning@shelbycounty-il.gov

Website: www.shelbycounty-il.gov



Plat Checklist

Preliminary -

1. Statement from Registered Land Surveyor attached and acknowledged by the owner of the land in the same manner as deeds of land are required to be acknowledged.
2. Topographical and profile studies with signed statement by Registered Professional Engineer and owner of the land (Or duly authorized attorney) that there will be no change to surface water drainage OR that if such water will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision or any part thereof.
3. Signed statement from IDOT if accessing State Highway and/or County Highway Engineer with respect to all other roadway access.
4. Signed statement from Shelby County Health Department with respect to sewage disposal if any part of plated land will not be served by a public sewer system.
5. All other requirements as provided by Zoning Ordinance beginning on Page 97.
6. Within 90 days, Zoning Board shall approve or return the plat to applicant with a written statement setting forth the reason for disapproval and specifying the particular aspects in which the plat fails to conform to County ordinances.
7. After a preliminary plat has been approved by the Zoning Board, the County Board shall accept or reject the plat within thirty (30) days after its next stated regular meeting following the action of the Zoning Board.
8. If the preliminary plat is approved, the County Clerk shall attach a certified copy of the resolution of approval to a copy of the plat. If the preliminary plat is disapproved, the resolution shall state the reasons for disapproval, specifying with particularity the aspects in which the proposed plat fails to conform to the Official Plan and the ordinances of the County. A copy of the order or resolution shall be filed in the office of the County Clerk.

Final Plat –

1. Within 3 Business days of Final Plat submission, Shelby County must notify school board president by certified mail return receipt requested, or by personal delivery, of plat submission including date, time, and place of hearing.

2. Within sixty (60) days from the date of filing of the application for approval of a final plat of a subdivision, or the filing of the last document or other paper, whichever is later, the County Board shall approve or disapprove the plat. Such sixty (60) day period may be extended by mutual agreement between the applicant and the County Board.
3. As a condition of the final approval of a plat of a subdivision, the applicant shall post a good and sufficient bond with the County Clerk in a penal sum sufficient to cover the estimate of the expenditures, including but not limited to reasonable inspection fees to be borne by the applicant, necessary for the completion of improvements and installations in compliance with these regulations. The bond shall:
 - a. Run to the County Board.
 - b. Be with surety satisfactory to the County Board.
 - c. Specify the time for completion of the installations and improvements.

Prior to the final approval by the County Board of a plat of a subdivision, a qualified Engineer appointed by the County Board shall prepare an estimate of the expenditures, including but not limited to reasonable inspection fees to be borne by the applicant, necessary for the completion of improvements and installations in compliance with these regulations, and the amount of the surety bond posted by the applicant with the County Clerk shall equal the amount of the Engineer's estimate. The applicant shall reimburse the County for the expense of the Engineer's estimate.

4. In lieu of the surety bond required above, the County Board may permit the depositing of cash or other security acceptable to the County Board to complete the installations and improvements.
5. If the final plat is approved, the County Clerk shall attach a certified copy of the resolution of approval to a copy of the plat. If the final plat is disapproved, the resolution shall state the reasons for disapproval, specifying with particularity the aspects in which the proposed plat fails to conform to the Official Plan and the ordinances of the County. A copy of the order or resolution shall be filed in the office of the County Clerk.

Certificate of Authority

I, Tad Mayhall, hereby certify that I am Board Chairman of Shelby County

I further certify that Shelby County authorized the following person(s) and position(s) to bind the entity for contractual obligations, to include joint participation agreements with the State of Illinois:

Shelby County Engineer

Michael A. Tappendorf, P.E.

I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Shelby County Highway Department for contractual obligations, to include joint participation agreements with the State of Illinois.

Dated: 3/14/2025

Attest: [Redacted Signature]
(Written Signature & Title)

JOINT RESOLUTION

2025-14

WHEREAS, Effingham County and Shelby County in cooperation desire to construct improvements to an across highway drainage structure shown on the attached location map, said structure being located on the county line between said counties that is further described as located near the Southwest Corner of Section 18, Township 9 North, Range 5 East of the Third Principal Meridian:

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Effingham County Board that Effingham County in joint agreement with Shelby County agrees per 605 ILCS 5/5-503 to construct said improvement estimated at \$15,000 and shall fix the appropriate percentage of costs at 66.6% (\$10,000) Effingham County and 33.3% (\$5,000) Shelby County, based on the 2023 equalized assessed valuation for each County.

BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Bridge Fund.


Tad Mayhall, Chairman
Shelby County Board

STATE OF ILLINOIS)
) ss
COUNTY OF SHELBY)

I, Jessica Fox, County Clerk in and for said County in the State of Illinois 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 at Shelbyville, Illinois on March 13, 2025.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Shelbyville, in Shelby County this 13th day of March, 2025.

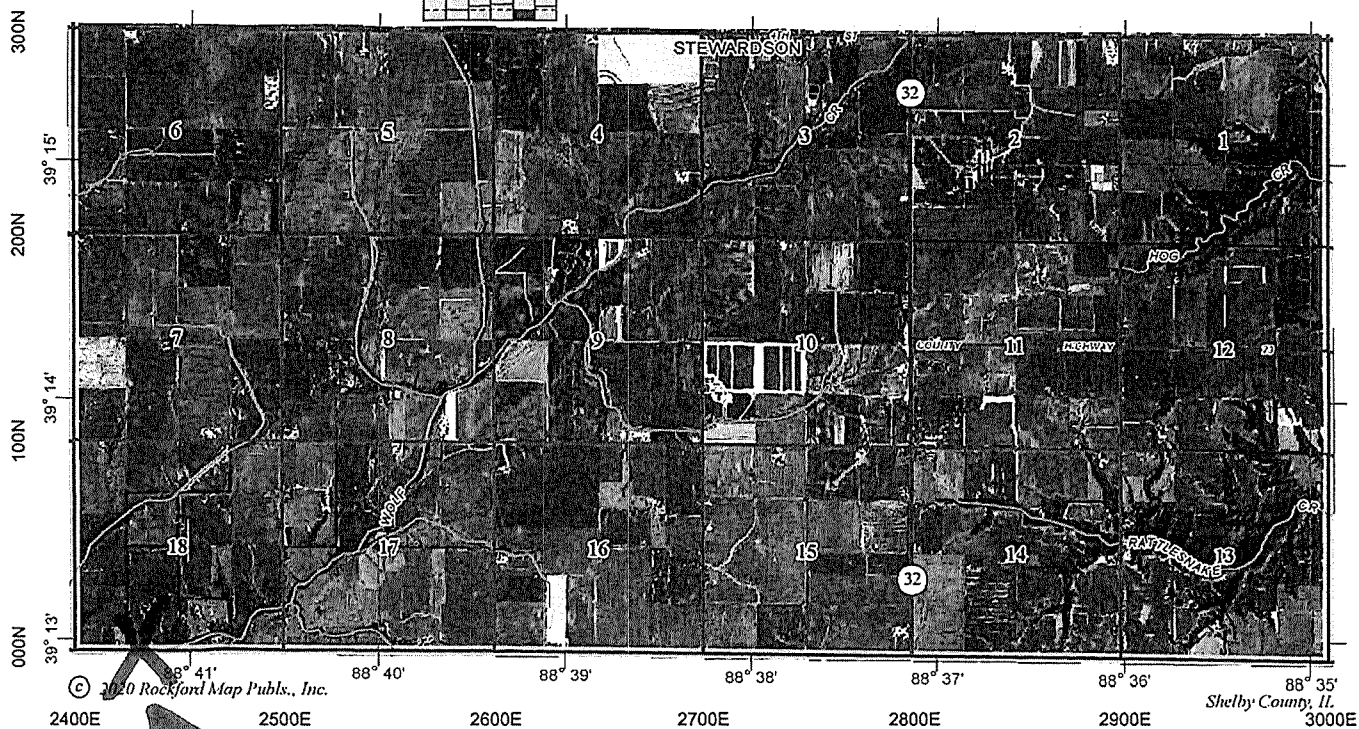
(SEAL)


Jessica Fox, County Clerk

SOUTH PART PRAIRIE



T.9N.-R.5E.



LOCATION

Option 3



Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
--	-------------------------	----------------------------

LOCAL PUBLIC AGENCY			
Local Public Agency Shelby County	County Shelby	Section Number 24-00297-00-BR	Job Number
Project Number	Contact Name Mike Tappendorf	Phone Number (217) 774-2721	Email shelbycohwy@shelbycounty-il.gov

SECTION PROVISIONS			
Local Street/Road Name Greezy Road	Key Route CH 40	Length 600 ft	Structure Number 087-3041
Location Termini 4 miles East of Cowden; over Rocky Branch, 2 miles south of Fancer.			Add Location Remove Location

Project Description Bridge Replacement and approach roadway transitions: Survey, PBDHR, Environmental Coordination (ESR), wetland delineation, PDR, Design, Plans, Right-of-Way/ Easement plats and legals

Engineering Funding	☒ MFT/TBP ☐ State ☐ Other	Motor Fuel Tax
Anticipated Construction Funding	☒ Federal ☐ MFT/TBP ☐ State ☐ Other	Surface Transportation / ISBP

AGREEMENT FOR	
☐ Phase I - Preliminary Engineering	☒ Phase II - Design Engineering

CONSULTANT			
Prime Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc.	Contact Name Steve Megginson	Phone Number (217) 546-3400	Email swmegginson@hlreng.com
Address 3085 Stevenson Drive, Suite 201	City Springfield	State IL	Zip Code 62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum or Specific Rate Compensation)
- ☒ Location Map
- ☒ HLR 2025 Hourly Rate Schedule
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$68,000.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R)DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

NOTE: This upper limit includes item designated on page 7. Items not marked can be completed per the hourly rate schedule attached at the direction of the county.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 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 of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED.

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY		
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$62,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Holcomb Engineering		\$6,000.00
Subconsultant Total		\$6,000.00
Prime Consultant Total		\$62,000.00
Total for all work		\$68,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Local Public Agency	
Attest:	The County	of	Shelby County
By (Signature & Date)		By (Signature & Date)	
 3/13/2025		 3/13/2025	
Local Public Agency		Local Public Agency Type	
Shelby County	County	Clerk	
		Title	
		County Board Chairman	

Executed by the ENGINEER:

Prime Consultant (Firm) Name	
Attest:	Hampton, Lenzini & Renwick, Inc.

By (Signature & Date)	
 3/5/25	
Title	
Executive Vice President	

By (Signature & Date)	
 03/05/2025	
Title	
Vice President	

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Hampton, Lenzini & Renwick, Inc.	Shelby	24-00297-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans;

b.(X) Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

c. (X) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.

f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

g.(X) Make complete general and detailed repair plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.

h.(X) Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, if necessary.

i.() Assist the LA in the tabulations and interpretation of the contractor's proposals.

j.(X) Prepare the necessary environmental documents, including the Environmental Survey Request, wetland delineation, special waste assessment and wetland impact evaluation in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.

k.() Prepare Preliminary, Environmental Assessment (PESA), Preliminary Site Investigation (PSI).

l.() Prepare the Project Development Report when required by the DEPARTMENT.

m.() Provide onsite observation of the proposed construction as requested by the LA, including completion of CMMS documentation and material certification as requested by the ENGINEER.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Hampton, Lenzini & Renwick, Inc.	Shelby	24-00297-00-BR

EXHIBIT B

PROJECT SCHEDULE

Notice to Proceed: April, 2025
Field Survey and Data Plotting: May, 2025
Environmental Surveys, Permitting: May - November, 2025
Preliminary Bridge Design and Hydraulic Report: June, 2025
Project Development report: June - November, 2025
Contract Plans, Specifications and Estimates: November, 2025
Right-of-Way Documents: November, 2025
Project Letting: March, 2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Shelby County	Hampton, Lenzini & Renwick, Inc.	Shelby	24-00297-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Proposed Improvement
Sec. 24-00297-07-BR

LOCATION MAP

Exhibit A – Hourly Rate Schedule

<u>Employee Classification</u>	<u>2025 Hourly Rate</u>
Principal	\$245.00
Engineer 6	230.00
Engineer 5	210.00
Engineer 4	200.00
Engineer 3	185.00
Engineer 2	155.00
Engineer 1	135.00
Structural 2	245.00
Structural 1	210.00
Technician 3	175.00
Technician 2	145.00
Technician 1	120.00
Intern/Temporary	75.00
Land Acquisition	185.00
Survey 2	190.00
Survey 1	135.00
Environmental 3	200.00
Environmental 2	150.00
Environmental 1	120.00
Administration 2	160.00
Administration 1	105.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2025. In the event services of the ENGINEER extend beyond December 31, 2026, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

RESOLUTION NO.

2025-15

BE IT RESOLVED, by the County Board of Shelby County, State of Illinois, that Shelby County concurs in the placement of a stop sign at the Eastbound direction of the intersection of 1350N and 2900E by policy of the Manual on Uniform Traffic Control Devices, 11th Edition. Section 2B.09 and 2B.11. Be it that engineering judgement shows that either a yield or stop control device is warranted. Dependant on time of the year, crops may reduce sight distance hindering proper safety. See attached map for location.

STATE OF ILLINOIS)
COUNTY OF SHELBY) SS

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 March 13, 2025.

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 13th day of March A.D. ~~2024~~: 2025

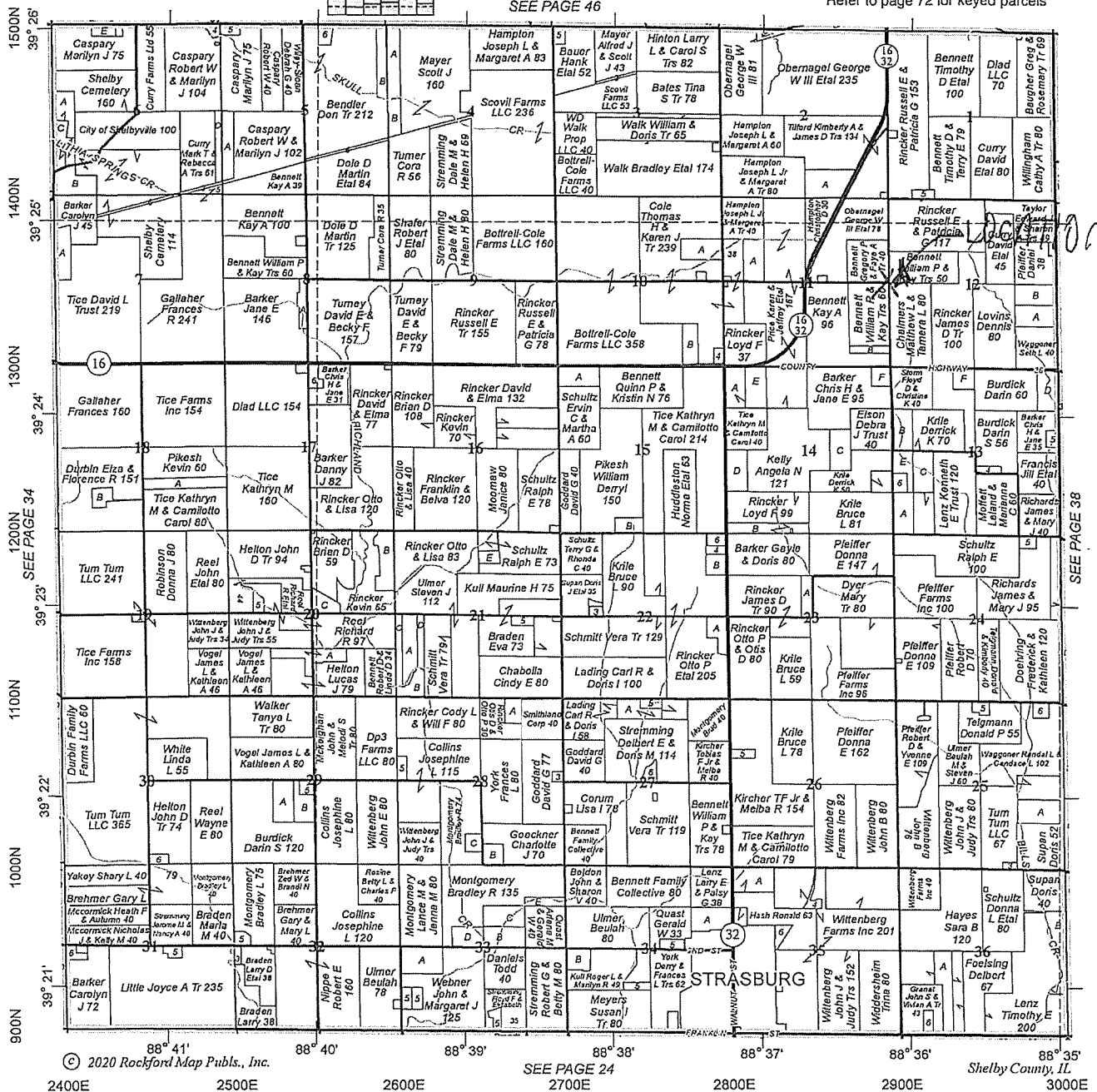

COUNTY CLERK

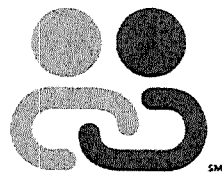
RICHLAND

T.11N.-R.5E.

SEE PAGE 46

Refer to page 72 for keyed parcels





CONSOCIATE
HEALTH

2025 Administrative Renewal Services and Fees

Shelby County

Effective: January 1, 2025

Darren Reynolds, JD, CBWA | President and CEO
Terry Lovekamp, CPA, CEBS, GBA | Chief Financial Officer
Kate Williston | Account Executive

Plan Administration Services/Fees:

Consultant: Shelbyville Insurance Services

Effective Date: January 1, 2025

Shelby County

RENEWAL

Fees

Claims Administration Services:

Medical (including COBRA & HIPAA)

Consociate Health

\$33.00 PEPM

Network Solutions:

HealthLink Open Access III

\$8.00 PEPM

PHCS (OOA)

30% of Savings

Medical Management Services:

Utilization Review and Precertification

Case Management (Hourly)

Hines & Associates

\$1.90 PEPM

\$145.00/Hour

Pharmacy Benefit Administration:

Elixir Rx

No PEPM

Pareto Classic:

Pareto

No Fee

Reinsurance Fee:

Dansig

\$5.00 PEPM

Consultant Fee:

\$39.00 PEPM

Additional Health Plan Services:

Rx Integration/Importing Rx Data from the PBM

TPA Health Management Portal Access

Subrogation (PHIA)

Dialysis Management

Data iSight OON Repricing (MultiPlan)

Data Analytics (Springbuk)

Standard Reporting Services

Included

Included

25% of Recovery

Flat PPPM

30% of Savings

No PEPM

Included

Regulatory/Compliance Solutions:

Healthcare Bluebook/Transparency

NQTL Services

Consociate Health

Comply - \$1.25 PEPM

As Billed

One-Time Fee Services:

ID Card (New Hires/Replacement)

\$2.00/Set

OPTIONAL

Fees

Health Plan Administrative Programs:

Please check box to indicate selection

CAA Rx Reporting	☒	\$1,750.00 (Annual Fee)
HealthJoy - Employee Engagement & Navigation Platform	☐	\$6.50 PEPM
Welvie - Shared Surgical Decision Making	☐	\$2.50 PEPM
Oncology Care Management - CancerCARE	☐	\$130.00/Hour
Sentinel - Air Evacuation Program	☐	\$750.00 per Case
PACE - Claims Fiduciary Services (PHIA)	☐	\$2.00 PEPM

OPTIONAL

Administrative Services Fees:

Please check box to indicate selection

Dental Plan Administration	☐	\$2.25 PEPM
Vision Plan Administration	☐	\$1.75 PEPM
Flexible Savings Account (FSA) (With Debit Card and Mobile App)	☐	\$3.50 PPPM
Health Savings Account (HSA) (With Debit Card and Mobile App)	☐	\$3.00 PPPM
Health Reimbursement Arrangement (HRA) (With Debit Card and Mobile App)	☐	\$3.00 PPPM

By signature, CLIENT is providing indication of entering an Administrative Services arrangement with TPA for core services, at the above stated fees and effective date. This fee exhibit will become part of the TPA Administrative Services Agreement.

Shelby County

Consociate Health

Signature

Signature

Tad Mayhall

Terry Lovekamp

Name

Name

Shelby Co Board Chairman

Chief Financial Officer

Title

Title

12/16/2024

October 4, 2024

Date

Date

HEALTH CARE OVERVIEW



Prescription Drug Reporting (RxDC Report)

The No Surprises Act (NSA), enacted as part of the [Consolidated Appropriations Act, 2021 \(CAA\)](#), includes transparency provisions requiring group health plans to report information on prescription drugs and health care spending to the Departments of Labor (DOL), Health and Human Services (HHS) and the Treasury (Departments). This requirement applies to group health plans and health insurance issuers in the individual and group markets but does not apply to account-based plans and excepted benefits.

This reporting process is referred to as the “[prescription drug data collection](#)” (or “RxDC report”). The first RxDC report was due by Dec. 27, 2022 (covering data for 2020 and 2021); however, the Departments provided a submission grace period through Jan. 31, 2023 for this first report. Subsequent RxDC reports are due by June 1 each year, covering data for the previous calendar year.

According to [interim final rules](#), employers may use issuers, third-party administrators (TPAs), pharmacy benefit managers (PBMs) or other third parties to submit the RxDC reports on their behalf. The Departments have stated that, although employers can submit these reports on their own, they expect it will be rare for employers to do so.

LINKS AND RESOURCES

- [Interim final rule](#) on RxDC reporting.
- Transparency in coverage [FAQs](#), released on Aug. 20, 2021.
- HHS’ [RxDC website](#) (includes RxDC reporting instructions).

Reporting Requirement

- Plans and issuers are required to annually report certain information about pharmacy benefits and drug costs.
- Most employers will rely on their issuers, TPAs or PBMs, as applicable, to prepare and submit the RxDC reports on their behalf.
- RxDC reports are due by June 1 of each year, covering data for the previous calendar year.

Action Steps

- Employers should reach out to their issuers, TPAs or PBMs, as applicable, to confirm that they will submit the RxDC reports for their health plans.
- Employers should also confirm that their written agreements with these third parties address this reporting responsibility.
- Employers with self-funded plans should monitor their TPA’s or PBM’s compliance.

HEALTH CARE OVERVIEW



Reporting on Pharmacy Benefits and Drug Costs

The NSA requires group health plans and health insurance issuers offering coverage in the group and individual markets to report certain information on plan medical costs and prescription drug spending to the Departments. Specifically, plans must report the following:

- General information on the plan or coverage, such as the beginning and end dates of the plan year, the number of participants, beneficiaries or enrollees (as applicable), and each state in which the plan or coverage is offered;
- The 50 brand prescription drugs most frequently dispensed by pharmacies for claims paid by the plan and the total number of paid claims for each drug;
- The 50 most costly prescription drugs with respect to the plan by total annual spending and the annual amount spent by the plan for each drug;
- The 50 prescription drugs with the greatest increase in plan expenditures over the prior plan year and, for each drug, the change in amounts expended by the plan in each plan year;
- Total spending on health care services by the group health plan, broken down by the type of costs; the average monthly premium paid by employers (as applicable) and by enrollees; and any impact on premiums by rebates, fees and any other remuneration paid by drug manufacturers to the plan; and
- Any reduction in premiums and out-of-pocket costs associated with rebates, fees or other remuneration.

According to the Departments, this data will help them identify major drivers of prescription drug and health care spending, understand how drug rebates impact premiums and out-of-pocket costs, and promote transparency in prescription drug pricing.

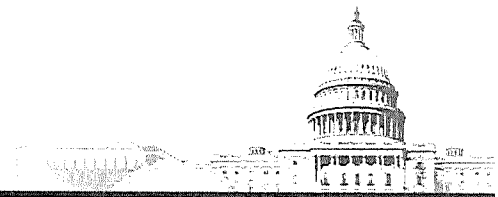
Reporting Entities

This reporting requirement applies to both grandfathered and non-grandfathered group health plans and health insurance issuers in the individual and group markets. However, it does not apply to account-based plans (such as health reimbursement arrangements) and excepted benefits.

Plans and issuers may satisfy these reporting obligations by having third parties—such as issuers, TPAs or PBMs—submit some or all of the required information on their behalf. To do this, a plan or issuer must enter into a written agreement with the third party providing the information on its behalf in accordance with the interim final rules. Group health plans are not prohibited from reporting the required information on their own, but the Departments expect this to be rare.

- If the issuer of a fully-insured group health plan is required by written agreement to report the required information but fails to do so, then **the issuer—not the plan—violates the reporting requirements.**
- If a self-funded group health plan requires another party (such as a PBM, a TPA or other third party) to report the required information by written agreement but the third party fails to do so, then **the plan or issuer violates the reporting requirements.** Thus, employers with self-funded plans should monitor their TPA's or PBM's compliance with the RxDC reporting. Unlike fully insured plans, the legal responsibility for RxDC reporting stays with a self-insured plan even if its TPA or PBM agrees to provide the report on its behalf.

HEALTH CARE OVERVIEW



Reporting Deadlines

This is an annual reporting requirement; plans and issuers will generally submit these reports by June 1 each year, reporting information for the prior calendar year. The NSA required the report to be provided by Dec. 27, 2021, and by June 1 of each year thereafter. However, the Departments deferred enforcement of the initial reporting requirement to Dec. 27, 2022. The Departments then provided a submission grace period through Jan. 31, 2023, so long as plans and issuers made a good faith submission of 2020 and 2021 data on or before that date.

Going forward, the annual deadline is June 1 of the calendar year immediately following the reference year. This means that the RxDC report for 2023 was due by June 1, 2024. Data for 2024 must be reported by June 1, 2025.



Plan Sponsor Reporting Requirement Deadlines

Drug and Healthcare Cost Reporting 2024 RxDC Reporting Due June 1st, 2025

Key Takeaways

1. Plan sponsors are required to report information regarding prescription drug and health care spending to the Department of Labor (DOL) annually on June 1st.
2. This will require collecting data from you as the plan sponsor, your Third-Party Administrator (TPA) and Pharmacy Benefit Manager (PBM)
3. RxDC reporting is due annually, 2024 reporting is due June 1st, 2025.
4. This healthcare and prescription spending reporting consists of 1 plan list file, 8 complex data files, and multiple narrative and supplemental files.

Background

The high cost of prescription drugs is a common source of frustration for plan sponsors and plan participants. Employers have made efforts to make prescription drug pricing, with its web of rebates, discounts and pricing mechanisms more transparent. Transparency could help address wide price variations, reduce healthcare waste and help individuals make informed choices about their healthcare spending.

Section 204 of the Consolidated Appropriations Act (CAA) tackles transparency in prescription drug pricing by requiring group health plans and health insurers to report a wide variety of information about their healthcare and prescription drug spending. These reports must include information about the impact of complex drug pricing mechanisms — rebates, fees and other remunerations paid by drug manufacturers — on premiums. The submission instructions require plans to report this information to the Centers for Medicare & Medicaid Services (CMS) annually.

Unfortunately, this reporting is complex and requires gathering data from multiple sources and then combining that data into the required formats and submitted to CMS directly. The new reporting requirement is particularly challenging for self-funded group health plan sponsors with multiple vendors and complicated plan designs. Sponsors of self-funded plans — especially those using carve-out and point-solution vendors to administer aspects of their health plans — must identify impacted vendors, coordinate their reporting, and verify that the reporting is complete and submit to CMS.

Next Steps

We have partnered with DrugCostReporting.com to assist us all through this process. They have an extensive background in working with ACA reporting compliance, NQTL Mental health parity analysis, as well as health and pharmacy claim analytics which positions them as a premier vendor. We have also negotiated what we have found to be the most affordable solution in the marketplace.

Plan sponsors may receive an email notification, which will contain instructions for them to provide necessary information to complete this reporting. The email will instruct you to either visit our designated portal to submit certain details about your company and plan information or ask you to fill out the required information via a spreadsheet. This is a CMS requirement to ensure your compliance. If your TPA/PBM can provide all information, portal access may not be necessary.

DrugCostReporting.com will then take this data and merge it with other information provided to us by your TPA as well as your PBM. Finally, our team will create the full reporting and report to CMS on your behalf ensuring you are in compliance with these regulations. You must opt into or out of this service offering by completing the below. Plan Sponsors should direct any questions to PS@healthcarereporting.com

Please select reference Year to be reported below.

- 2024 calendar year reporting
- Reporting due June 1st, 2025
- \$1750.00 per plan sponsor
- You will be billed for this reporting on May 1. 2025

The \$1750.00 fee is applicable to any group active with Consociate Health during the year, regardless of month/timing of onboarding.

If you would like to decline this service, please check the box:	
By declining services from DrugCostReporting.com, the plan sponsor accepts full responsibility for filing all reports to CMS on or before June 1 st , 2025, and annually thereafter in accordance with the CMS guidelines. Consociate Health shall not be held liable for lack of complete and or timely report submission in accordance with the CMS guidelines.	
☐ I understand the requirements and am partnering with another vendor to complete the required reporting.	
If you agree to the services provided by DrugCostReporting.com, please check the box:	
☐ I acknowledge and accept Drug Cost Reporting services and pricing. I approve Consociate Health to invoice the applicable fees as defined above.	
Please provide the lump sum of employee and dependent contributions for 2024: _____	
Company specific information	
Company name:	
I certify I am an authorized plan sponsor representative of the plan with the decision-making authority sponsor.	
Signature of authorized representative:	
Name:	
Title:	
Email:	
Phone:	
Date:	
Plan reporting available upon request after filing has been completed.	



Plan Sponsor Reporting Requirement Deadlines

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- Reporting due June 1st, 2025
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The \$1750.00 fee is applicable to any group active with Consociate Health during the year, regardless of month/timing of onboarding.

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Please provide the lump sum of employee and dependent contributions for 2024: _____	
Company specific information	
Company name:	Shelby County
I certify I am an authorized plan sponsor representative of the plan with the decision-making authority sponsor.	
Signature of authorized representative:	
Name:	TAD MANDALL
Title:	CHAIRMAN
Email:	3e0boardchair@shelbycounty-il.gov
Phone:	217,246 3592
Date:	3/14/2025
Plan reporting available upon request after filing has been completed.	

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

June 27, 2023

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-2) Collective Negotiating Matters. State's Attorney Robert Hanlon, Sheriff Brian McReynolds and Treasurer Erica Firnhaber were also present during the Closed Session.

SA Hanlon explained the County had a situation with respect to the FOP union at the Sheriff's office. The current MOU states at the end of the pandemic the hazard pay of \$6.00 per hour to the wage matrix for Unit A employees and the \$3.00 an hour to the wage matrix for Unit B employees goes away. That money had been paid to date from ARPA funds. Hanlon stated the County can't just take that money away. The Sheriff has some issues he would like to have the Union agree on, are to continue the 12-hour schedule, allow for a overlap shift, rather than just allow 6A – 6P, allow more flexibility in the hiring of lateral transfers and create a Unit B Bailiff position. The Treasurer stated that annual amount of money required from the general fund if the MOU is changed to remove it from ARPA. The breakdown on this total is \$335,832 in wages, \$21,710 in IMRF, and \$25,690 for SS/Medicare. Sheriff McReynolds stated when the FOP MOU was implemented, ARPA had guidelines/restrictions that had to be followed that later went away when the County received their lump sum ARPA payments. The ARPA MOU's for AFSCME and non-Union employees didn't have the same language regarding the expiration of the pandemic emergency order. Currently, the deputies have 4 hours of OT every pay period (Kelly time). Although the Sheriff has done a great job in keeping overtime down, the way shifts are scheduled every deputy gets the 4 hours of OT every 2 weeks.

Hanlon is asking the board to determine what they believe they can afford and how they want to handle this issue, so he and the Sheriff know how they should negotiate this. The Sheriff is concerned if this additional hourly money is stopped, he could potentially lose employees. The Sheriff stated Moultrie County will begin paying \$27.03 with their new contract on December 1. Effingham County pays \$30.00 an hour. The Sheriff has included this money in his budget for the 3-month budget that was recently submitted. The current FOP contract currently runs through August 31, 2024. It is possible the Union will want to open the contract now to settle the hazard pay issue, as well as allow the Sheriff to draft MOUs for those issues he would like addresses and Hanlon is trying to get an idea of who the board wants them to proceed. Much discussion was held amongst the members present on this issue. State's Attorney Hanlon stated it was clear the board was not ready to make a decision on this issue at this time, and advised them to get better figures, take some time study the matter, and address it at a future meeting.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

SHELBY COUNTY BOARD MEETING
CLOSED SESSION

July 13, 2023

The Shelby County Board met in Closed Session following a motion and roll call vote, for the statutory citation 5 ILCS 120/2 (C-2) Collective Negotiating Matters. State's Attorney Robert Hanlon, Sheriff Brian McReynolds, and Treasurer Erica Firnhaber were present during the Closed Session. Bruce DeLashmit, from Bellwether was also invited to attend the Closed Session by Chairman Orman.

The Chairman explained the County is trying to incorporate MOUs into budgetary confines for the County and had requested guidance from the County's budgeting company Bellwether.

Due to the pandemic ending, the FOP MOU has also ended which results in a \$6.00 per hour wage decrease (over the matrix) for Deputies and \$3.00 an hour wage decrease for Unit B FOP employees. These per hour increases don't include overtime hours, which are also coming out of ARPA. The Sheriff and State's Attorney are trying to work on some issues with FOP and before opening the contract need to have an idea of what the Board wants to do regarding the wages. They need to know what the board thinks the County can afford.

DeLashmit explained to the board members present that ARPA had guidelines initially that only allowed for Public Safety and First Responder's to be paid ARPA funds. Later the guidelines changed, which allowed for more and increased uses of ARPA funds. DeLashmit explained he had reviewed one deputy's salary with 10 years of service. The deputy had a 20.5% increase in their wages in 3 years, without ARPA funding this increase would have taken until 2030. DeLashmit stated Shelby County is a PTELL county (11/2000) and we can't levy enough money to meet the demands for the current salaries. Shelby County must decide "what's the best we can afford?" The comment was made that DeLashmit had tried to discourage the County from implementing an hourly wage increase at the time the FOP MOU was passed in 2020. DeLashmit stated that although the MOU's state at the end of the ARPA MOU the employees revert back but doesn't state what the employees revert back to. DeLashmit informed the board they were going to have to determine how much ARPA money they were going to hold back for labor before diverting more ARPA funds to any other projects. He encouraged the board to make a firm decision on how much money to hold back for labor. The FOP MOU stated once the pandemic emergency had ended, the ARPA funds were to cease for the FOP Union. The Governor ended the order to end the state emergency on May 13, 2023. The County is in the middle of negotiating with the Union at this time for other things. The County will need to take this extra pay from the General Fund if it is going to continue to be paid. The question is, can the County afford to maintain the FOP increase and remain solvent?

DeLashmit stated it is currently costing the County 750,000 a year in ARPA funds for labor costs for both FOP and AFSCME, but AFSCME employees got a much smaller rate increase, and their ARPA increase runs through August 31, 2024. Non-Union employees were also able to get an increase from ARPA as well. These costs not only include the actual payroll expense, but also IMRF, FICA, and unemployment.

The County has been running about \$100,000 in new dollars every year under PTELL. DeLashmit stated the County can't levy their way out of the increased cost for labor. The county is currently working on the annual yearly budgeted to take effect on December 1, 2023.

Shelby County Board
Closed Session
July 13, 2023

DeLashmit stated the county is looking at either dropping this increased wage scale or do a forced work reduction. FOP would have to reduce 7 employees and AFSCME would have to reduce by 3.

Hamilton County was able to pass a 1% Public Safety Tax that has allowed them to collect \$500,000 yearly to help fund their Ambulance service. Hamilton County is roughly the same size as Shelby County. Shelby County has tried 3 times in the past to pass a Public Safety Tax, twice in 2006 and the last time in 2008. PST referendum fail at a 5:1 ratio. Elected officials can't "politic for a referendum", but the county could find other people to encourage voters to approve a public safety tax referendum, as scare tactics don't work.

Shelby County could also petition to become a home rule County, which would get us out of PTELL. DeLashmit stated Shelby County would be the smallest counties in IL if they were able to become home rule. It was also suggested the County do some type of a lump sum payment for the FOP employees to see if this would satisfy those employees with the ARPA increase coming to an end.

DeLashmit suggested the Treasurer, State's Attorney and Sheriff do the math and come up with some figures so Bellwether can "run the numbers" to see how these figures would impact the General Fund and the budget overall.

There was no further business for the Closed Session.

There was no action taken in the Closed Session.

Jessica Fox
County Clerk and Recorder

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF SHELBY / SHELBY COUNTY SHERIFF

FILED
MAR 18 2025

Jerrin Dery

SHELBY COUNTY CLERK

**Deputy Sheriffs (Unit A)
Dispatcher/Jailer, Jail Matron/Cook, Janitor
and Secretary/Bookkeeper (Unit B)**

September 1, 2024 – November 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by the County of Shelby, a body politic, and Sheriff of Shelby County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council on behalf of and with bargaining unit employees of the Shelby County Sheriff's Department hereinafter referred to as the Union.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full time sworn patrol officers in the bargaining unit. The bargaining unit shall include: Unit A - All sworn peace officers, deputy sheriffs under the rank of chief deputy sheriff and Unit B - Process Server; Dispatcher/Jailer; Jail Matron/Cook; Janitor; Secretary/Bookkeeper; and Bailiff.

Section 1.2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the Shelby County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

Section 1.4. Part Time Employees

The Employer may continue to utilize the services of part time employees to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

ARTICLE II VACANCIES

Section 2.1. Vacancies

Vacancies shall be created and filled in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting the most qualified person from an eligibility list created by the Merit Commission in accordance with their past practice.

ARTICLE III NON DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers and develop and apply equal employment practices.

Section 3.2. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

Section 3.3. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1. Rights Residing in the Employer

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer: to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, except to the extent such actions of the Employer have been limited or changed by the expressed provisions of this Agreement.

ARTICLE V SUBCONTRACTING

Section 5.1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

ARTICLE VI F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 6.1. Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected Union representatives shall be permitted reasonable time off, to attend general, board or special meetings of the Union, provided that at least forty eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 6.2. Grievance Processing

Reasonable time while on duty shall be permitted to one (1) Union representative for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 6.3. Delegates to State or National Conference

If any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the County with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time not to exceed one (1) week.

Section 6.4. Union Negotiating Team

Two (2) members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from his regular duties without loss of pay. If a designated Union negotiating team member is in regular day off on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VII BILL OF RIGHTS

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in chapter 85-25-12569 of the Illinois Revised Statutes. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Union representative.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

Section 8.2. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 8.3. Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 8.4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE IX NO STRIKE

Section 9.1. No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any officer shall refuse to cross any picket line, by whoever established.

Section 9.2. Resumption of Operations

In the event of action prohibited by Section 9.1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 9.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 9.2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 9.4 below.

Section 9.4. Discipline of Strikers

Any officer who violates the provisions of Section 9.1 of this Article shall be subject to immediate discipline. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether

an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE X RESOLUTION OF IMPASSE

All bargaining impasses shall be resolved according to the provisions of Section 1614 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Shelbyville, Illinois.

ARTICLE XI PERSONNEL FILES

Section 11.1. Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 11.2. Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and if inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 11.3. Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 11.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the officer's interests.

Section 11.5. Use of File Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

ARTICLE XII DISCIPLINE AND DISCHARGE

Section 12.1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the grievance involves discipline and is not processed through the grievance procedure established in this Article, then it will be handled according to the Merit Commission rules and regulations.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 12.2. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within twenty four (24) hours of notification. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non active participant at any and all such meetings.

Section 12.3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

ARTICLE XIII DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 13.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 13.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 13.3. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing the group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 13.4. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly Violated, the date of the alleged violation, the relief sought, and the signature of the grieving employees, and the date.

Section 13.5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2. Time limits may be extended by mutual agreement.

Section 13.6. Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 13.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employees shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 13.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

- Step 1. If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff and Chairman of the County Board shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.
- Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff, to a Committee consisting of the Sheriff and a standing committee of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.
- Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of

the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Shelbyville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE XIV SENIORITY

Section 14.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 14.2. Probation Period

An employee is a "probationary employee" for his first twelve (12) months of employment. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 14.3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix B and made a part hereof.

Section 14.4. Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 14.5. Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 14.6. Conflicts in Vacation

Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one patrol officer from each shift may take vacation at the same time and no officer shall receive priority for more than two weeks vacation per year.

Section 14.7. Reimbursement of Training Costs for Deputy Sheriffs/COs

An officer who has been sent to and completed PTI shall be subject to the following schedule of reimbursement for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within one (1) year of completion of training, he shall reimburse the County 100% of the unreimbursed cost for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within two (2) years of completion of training, he shall reimburse the County 75% of the unreimbursed cost of tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within three (3) year of completion of training, he shall reimburse the County 50% of the unreimbursed cost of tuition and housing.

ARTICLE XV LAYOFF

Section 15.1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all officers to be laid off in such notice.

Section 15.2. Layoff Order

Probationary employees, temporary and part time employees shall be laid off first, then full time officers shall be laid off in inverse order of their seniority. Individual officers shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 15.3. Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Laid off employees shall lose recall rights twenty four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE XVI HOLIDAYS

Section 16.1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	General Election
Martin Luther King Day	(even-numbered years)
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Christmas Eve or Day after
July 4th	Christmas when Christmas is
Labor Day	on Thursday
Columbus Day	

Section 16.2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a day off or vacation or sick leave; and

- (b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave. If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or paid sick leave, he/she shall be paid for such holiday.

Section 16.3. Holiday Pay

If an employee's shift starts on any of the paid holidays described in Section 16.1 above, the employee shall be paid at the rate of time and one-half for all hours worked and/or benefit time used during that shift, in addition to a normal workday's compensation (see example below). Employees covered by this Agreement whose regularly scheduled day off falls on a paid holiday shall receive a normal workday's compensation. The employee may choose to accept cash or compensatory time for holiday pay (see example below).

For example: an employee who starts his 12-hour shift at 1800 hours on July 4th but uses 3 hours of sick leave at the end of that shift, shall receive 30 total hours of compensation (12 hours compensation plus time and a half for the hours worked and benefit time used during the 12-hour shift). Of those 30 hours, the employee can choose to accept cash or compensatory time for 18 of those hours. A second example: an employee who starts his 8-hour shift at 0800 hours on Memorial Day, and works his entire 8-hour shift, shall receive 20 total hours of compensation (8 hours compensation plus time and a half for the hours worked during the 8-hour shift). Of those 20 hours, the employee can choose to accept cash or compensatory time for 12 of those hours.

In lieu of the above, an employee may request the day off, with a normal workday's compensation, on a holiday, at the approval of the Sheriff. The Sheriff shall be able to request a Bailiff take a holiday off with a normal workday's compensation.

Any compensatory time earned pursuant to this Section shall be paid out upon the employee's termination of employment with the Employer and/or paid out annually pursuant to Section 20.7.

Section 16.4. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 16.5. Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday for employees normally scheduled to work Monday through Friday. Whenever a holiday falls on a Sunday, for employees normally scheduled to work Monday through Friday, it shall be observed on the following Monday. For all other holidays during the work week and all other non-Monday through Friday employees, Holidays shall be observed on the actual day of the holiday.

ARTICLE XVII VACATIONS

Section 17.1. Vacation Leave

All full time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

For 12-hour shift Employees:

After one (1) year	60 hours
After two (2) years	120 hours
After seven (7) years	180 hours
After twelve (12) years	240 hours
After fifteen (15) years	300 hours

For 8-hour shift Employees:

After one (1) year	40 hours
After two (2) years	80 hours
After seven (7) years	120 hours
After twelve (12) years	160 hours
After fifteen (15) years	200 hours

Vacation time shall be taken in not less than one half (1/2) day increments. Vacation days may not be accumulated from year to year, except as provided in Section 17.4 below. Employees shall be eligible for vacation time only after completion of one (1) year of service.

Employees shall be eligible for vacation time only after completion of one (1) year of service. Vacation time shall be taken in not less than one half (1/2) day increments.

All employees will earn vacation on their anniversary date. If an employee is laid off, discharged, retired, or separated from the service of the Employer for any reason before earning back any advanced vacation, the Employer shall withhold the value of the unearned advanced vacation from the final paycheck on a pro-rata basis.

Section 17.2. Vacation Pay

All vacation leave will be paid for at the employee's regular hourly rate.

Section 17.3. Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Sheriff, a schedule of desired vacation each year. Conflicts in scheduling will be resolved in favor of the most senior employee. At least one day's notice shall be given for a one day's leave. The Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No employee shall be entitled to priority in selecting his vacation for more than two weeks in each calendar year.

Subject to the Employer's operating needs and performance of bargaining unit work, vacations shall be scheduled as requested by the employee with due consideration for seniority. Vacation shall be taken in the anniversary year it is credited and is lost if not taken, except as provided in Section 17.4 below.

Section 17.4. Payment in Lieu of Vacation

If because of operating needs or the performance of bargaining unit work, the Employer is unable to schedule the employee's vacation in the anniversary year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary. By mutual agreement between the Employer and employee, the employee may in lieu of such payment take his/her vacation at an agreed time within six (6) months after the end of the employee's anniversary year. If the Employer is still unable to schedule the employee's vacation, in such six month period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary.

ARTICLE XVIII SICK LEAVE

Section 18.1. Allowance

It is the policy of Shelby County to provide protection for its full time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one day vacation or to be used to extend vacation period or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 18.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service on the 1st day of each month. Any sick days not used during the course of the calendar year shall be accumulated by each employee. A total of two hundred forty (240) days of sick leave shall be allowed to accumulate for each employee. Unused sick leave may be applied toward pension credit upon retirement and/or retained in the event an employee returns to employment status after a period of separation. For example, if an employee starts on 1/31/26, he shall receive a sick day the following day on 2/1/26. An additional example, an employee who starts on 2/1/26 shall not receive a sick day until 3/1/26.

Section 18.3. Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; in the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. The parties agree to abide by the terms of the Family Medical Leave Act (FMLA). The Employer shall not require the use of paid leave prior to allowing unpaid leave under the FMLA. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty four (24) hours in advance.

The Sheriff or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 18.4. Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 18.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be at home or the employee cannot establish that he has sought medical treatment. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness, including admission of supervisor to the employee's home when requested.

ARTICLE XIX LEAVES OF ABSENCE

Section 19.1. Discretionary Leave

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or such as childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of his leave. Any person hired by

the County to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be transferred out of that position or terminated so as to permit such employee to resume his employment by the County.

- (c) No leave shall be granted for a period exceeding one hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one hundred and eighty (180) days in a given calendar year without the approval of the County Board.
- (d) An employee on leave will not accrue any benefits whatsoever.

Section 19.2. Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, (spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law) an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days with supervisor approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, accumulated time for each such additional day's absence at his normal rate of pay, provided that his immediate superior approves such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff, or his designee, but previously earned and unused accumulated time may be utilized in such case with the consent of the Sheriff, or his designee. If no accumulated time is available, employee may request time off without pay.

Section 19.3. Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury, except for mileage.

Section 19.4. Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 19.5. Military Leave

The Employer will comply with all applicable federal and state laws regarding employment of military service personnel.

Section 19.6. Paternity Leave

Employees with parental responsibilities shall be allowed to take paid leave with the following stipulations:

(a) New Birth

All employees will be eligible for six (6) weeks (21 workdays if on a 12 hour schedule, or 30 workdays if on a 8 hour schedule) of paid parental leave, per twelve (12) month period which begins upon birth, for each pregnancy resulting in births or multiple births. The Employer shall require proof of pregnancy at least 30 days prior to the expected due date, as well as proof of the birth. In addition, employees will be required to provide proof of a parent-child relationship such as a birth certificate or other appropriate documentation.

(b) New Adoption

a. All employees will be eligible for six (6) weeks (21 workdays if on a 12 hour schedule, or 30 workdays if on a 8 hour schedule) of paid parental leave per twelve (12) month period for a new adoption. If the adoption occurs after foster placement, the leave is permitted only if the child or children has/have not resided with the employee for more than three (3) years. The twelve (12) month leave period begins either:

- i. When physical custody of the child or children has been granted to the employee, provided that the employee can show that the formal adoption process is underway; or
- ii. In cases of adoption following foster placement, upon filing of the Petition for Adoption.

b. The employee must:

- i. Notify the agency personnel office of intent to take leave as soon as the employee is aware of impending adoption.
- ii. Submit proof of the legal status of the adoption, including proof of finalization; and
- iii. If applicable, submit documentation from a child welfare agency regarding the length of the child's residency with the employee.

c. Parental leave must be taken concurrently with any FMLA leave for which the employee may be eligible.

d. If both parents currently work for the Employer, they shall each be eligible for six (6) weeks, as set out in this Section, which may be taken consecutively or concurrently.

e. The leave request must be accompanied by the required documentation.

f. If an employee's child is stillborn and/or dies following childbirth during parental leave but before said leave has been exhausted, the employee shall still be permitted to use the full amount of partial responsibility leave remaining hereunder.

g. Paid Parental Leave does not "accrue" and is not paid out to any employees at the time of separation, voluntary or involuntary.

h. This Section shall be retroactive back to September 1, 2024.

ARTICLE XX HOURS OF WORK/OVERTIME

Section 20.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty minute lunch period.

Section 20.2. Work Period

For classifications other than patrol deputies and corrections/jailers, the work period is defined as a regularly recurring period of seven (7) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday.

The work period for patrol deputies and corrections/jailers is defined as a regularly reoccurring period of fourteen (14) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday, where the deputies shall work eighty-four (84) hours and corrections/jailers shall work eighty (80) hours. The additional four (4) hours for patrol deputies shall be overtime and paid or accrued as compensatory time. Up to twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday. For corrections/jailers, one day every work period shall be eight (8) hours ("Short Shift").

Section 20.3. Work Schedule

(a) Patrol Deputies

Deputy assignments shall be divided between a day shift and a night shift. Each shift shall be divided into two (2) squads. The shifts shall be as follows:

Day Shift	0600 hours to 1800 hours
Night Shift	1800 hours to 0600 hours

Additionally, should staffing allow, the Sheriff may have a "power shift" Deputy shift, which works 3:00pm to 3:00am, unless operations require the power shift to be changed. Notification of the shift change will be provided as soon as is practicable.

The workday shall consist of the two (2) work shifts listed above. The work schedule cycle shall consist of:

Two (2) consecutive workdays, followed by two (2) consecutive days off;
Three (3) consecutive workdays, followed by two (2) consecutive days off;
Two (2) consecutive workdays, followed by three (3) consecutive days off

The schedule shall then repeat itself.

With the exception of 0300 hours to 0900 hours, there shall be two (2) deputies on duty and available to respond to calls for service. During the hours of 0900 and 1700 hours, the "second" deputy on duty may be filled by the Sheriff or Under Sheriff. In the event additional deputy sheriffs are hired, the parties may discuss and agree to additional shift starting and quitting times.

(b) Bailiff

The Bailiff shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. The Bailiff may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

Until, in the judgement of the Sheriff, there are deemed to be enough deputy sheriffs employed to fully staff the schedule, the Bailiff will be assigned a deputy slot. Once the Sheriff has determined that the Bailiff is no longer needed to staff the schedule, he will resume his duties as Bailiff under his original eight (8) hour shift above.

(c) Corrections/Jailers

Corrections/Jailers' assignments shall be divided between a day shift and a night shift. Each shift shall be divided into two (2) squads. The shifts shall be as follows:

Day Shift	0600 hours to 1800 hours
Night Shift	1800 hours to 0600 hours

Additionally, should staffing allow, the Sheriff may have a "power shift" Corrections/Jailers shift, which works 10:00am to 10:00pm, unless operations require the power shift to be changed. Notification of the shift change will be provided as soon as is practicable.

The workday shall consist of the two (2) work shifts listed above. The work schedule cycle shall consist of:

Two (2) consecutive workdays, followed by two (2) consecutive days off;
Three (3) consecutive workdays, followed by two (2) consecutive days off;
Two (2) consecutive workdays, followed by three (3) consecutive days off

The schedule shall then repeat itself.

One shift every fourteen (14) days shall be a "short shift", which shall be bid on by Corrections/Jailer employees by seniority, during each shift bid. The short shift on day shift shall be 6:00am to 2:00pm, the short shift on night shift shall be 10:00pm to 6:00am, and the short shift for the power shift shall be 2:00pm to 10:00pm, unless operations require the power shift to be moved.

(d) Unit B Employees (excluding Corrections/Jailers)

All employees in Unit B shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. An employee may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

(e) Changes in Shifts

Shifts may be rotated pursuant to management needs. The Employer reserves the right to review and alter shifts every ninety (90) days.

Section 20.4. Rest Periods

The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided to all employees with one rest period during each half shift. The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the employee during each half shift so long as the employee's rest period is not scheduled in a way which seriously interferes with performance of the employee's work task.

Section 20.5. Meal Periods

All employees shall be granted a lunch period of 30 minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. For Unit B employees, meal periods shall be taken in the control room or at duty station.

Section 20.6. Overtime

Employees required to work any hours in excess of their regularly scheduled workday or their regularly scheduled work period shall be compensated for all hours worked in excess of their regularly scheduled workday or their regularly scheduled work week at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

Overtime may occur on a shift when requested by the Sheriff or his designee, or when an employee's work duties require said employee to begin his/her shift prior to the beginning of the scheduled shift, or to continue his/her work period beyond its scheduled end when engaged in ongoing operations where the employee is unable to transfer their task to another employee to complete.

When an employee is ordered to work beyond (or before) the scheduled shift end, said employee will complete an Overtime/Compensatory Time Request and submit it to the Sheriff or his designee for approval. No request for compensation shall be paid until it receives approval.

Overtime shall be calculated based on completed fifteen (15) minute increments.

Section 20.7. Compensatory Time

Employees may elect to take compensatory time off in lieu of overtime pay, but the compensatory time shall be accumulated at the same rate as the overtime pay would be made. Once a year, at the same time as other Sheriff's Department employees, they may cash out any or all of accumulated compensatory time. Such amounts shall be payable via a separate check.

Employees shall not be allowed to accumulate more than 480 hours of compensatory time as defined in the Fair Labor Standards Act.

When an employee uses compensatory time during a work shift which has been extended into the following pay period, said compensatory time will be credited to the pay period in which the employee begins his/her shift.

Section 20.8. Call Back

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees shall be paid a minimum of three (3) hours at time and one half (1 1/2) regardless of classification.

Section 20.9. Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at a rate of pay equal to their regular base rate of pay for a minimum of three (3) hours. Said hours shall be paid at the rate of time and one-half (1 1/2).

Section 20.10. Shift Bidding

Shifts shall be bid once a year, and when a position is vacated and an open shift becomes available. All bidding will be based on seniority and the list posted in Appendix B. The cycle will commence on January 1st of each year, preceded by a bidding period from December 1st to December 15th of the previous year.

Section 20.11. Standby Pay

An employee who is directed by the Employer to be available for work within 30 minutes shall be entitled to "Standby Pay" and shall receive three (3) hours pay for any period of stand-by of 12 hours or less, whether required to work or not. The employee will remain sober and within a proximity to be able to begin working within 30 minutes.

Section 20.12. Deputy Staffing

A) Should there be eleven (11) full time Deputies, there shall be five Deputies on each team, two assigned to day shift, two assigned to night shift and one "power shift" on each team. Additionally, there may also be an Investigator. The Investigator's schedule shall be determined by the Sheriff, after consultation with the Investigator. Should there be ten (10) full time Deputies, there shall be four Deputies on each team, two assigned to day shift, two assigned to night shift. Additionally, there may also be one "power shift" and an Investigator, the creation of both positions shall be determined by the Sheriff. Should there be nine (9) full time Deputies, there shall be four Deputies on each team, two assigned to day shift, two assigned to night shift. Additionally, there may be an Investigator. Should there be eight (8) full time Deputies or less, there shall be four Deputies on each team, two assigned to day shift, two assigned to night shift. Should there be twelve (12) or more full time Deputies, then the Sheriff shall have the authority to determine where these additional Deputies are assigned.

(B) The Parties agree that the Sheriff shall have the authority to reassign the "power shift" Deputy, so long as reasonable notice is provided. The Sheriff, Chief Deputy/Undersheriff, Deputy Bailiff(s) and Court Security Bailiff(s) shall not be a part or considered in any of the above numbers. A Deputy shall be able to voluntarily adjust his schedule if requested by the Sheriff. When a shift bid takes place, pursuant to Section 20.10, the Sheriff will

post each position that is available for bid, and each position (including the power shift position) shall be bid upon.

- C) Should staffing fall below the above numbers, and a Deputy in a specialized assignment (i.e. Task Force or Investigator) be required to come work the road, the Parties agree that a shift bid will be completed at that time.
- D) Specialized positions shall work Monday through Friday, forty (40) hour work week, unless determined by the Sheriff to be needed on the weekends. The hours shall be determined by operational necessity.

ARTICLE XXI WAGES/COMPENSATION/ALLOWANCES

Section 21.1. Pay Schedule

The wage schedule for employees is attached to this Agreement as Appendix A, which is incorporated into and made part of this Agreement. An employee's placement on the scale shall be determined by their classification (Unit A or Unit B).

All hours of an Employee's work shift (including overtime hours) which begins in one pay period and ends in the following pay period will be credited to the pay period in which the Employee begins his/her shift.

Retroactive amounts and holiday compensation due employees under this agreement shall be paid, via separate check, to bargaining unit employees within thirty (30) days following ratification by the County.

Effective September 1, 2024, each step of the Deputy matrix shall be increased by 2% and each step of the Dispatcher/Jailer matrix shall be increased by 2%.

Effective December 1, 2025, each step of the Deputy matrix shall be increased by 3% and each step of the Dispatcher/Jailer matrix shall be increased by 3%.

Effective December 1, 2026, each step of the Deputy matrix shall be increased by 3% and each step of the Dispatcher/Jailer matrix shall be increased by 3%.

Section 21.2. Uniform & Equipment Allowance

A Uniform and Equipment allowance of seven hundred fifty (\$750.00) dollars, minus any applicable taxes due, will be disbursed annually to all employees, and paid in one lump sum in a check separate from their payroll check. Employees shall be responsible for buying/maintaining their uniforms.

Section 21.3. Longevity

On the anniversary of hire, each employee in the bargaining unit shall advance one step in the longevity plan in Appendix A and will receive the base pay increase of the step advancement.

Section 21.4. Specialty Pay

Sergeants: \$.95/hour added to hourly pay

Leads Coordinator: \$.60/hour added to hourly pay

Shift Differential: All hours worked in shifts that commence between the hours of 4 p.m. and 6 a.m. shall receive \$0.30/hour shift differential.

All of the above specialty pays will be included in the employee's regular rate when determining overtime compensation.

ARTICLE XXII INSURANCE AND PENSION

Section 22.1. Insurance

The County agrees to pay full cost of the employee individual basic health insurance premium, except that each employee will contribute through payroll deduction an amount equal to \$53.00 per pay period, effective for the term of this Agreement, as of November 1, 2020. The Employer will bear the expense of any increase in costs during the term of the Agreement. The employee contribution, if applicable, shall only be drawn from a maximum of two (2) pay periods per month.

If Employer increases in premium cost exceed the annual maximum additional employee contributions of 12 percent per year, the Employer and the Union agree to meet to explore alternative plans of health coverage and provider networks including, but not limited to HRAs, HSAs, and higher annual deductibles.

The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employer. The Employer shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. Should the Labor Council notify the Employer of its desire to bargain over the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration, using the procedure of Section 14 of the Act.

The arbitrator shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

A committee consisting of 2 members from Unit A and two members from Unit B (FOP Units), 2 members from AFSCME and the County Board Insurance Committee shall meet in an attempt to resolve the insurance issues in Shelby County.

Section 22.2. Pensions

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 22.3. Wellness Checks

The County agrees to pay the full cost of the employee individual basic health insurance premium for any employee that participates in the Wellness Program.

ARTICLE XXIII LABOR MANAGEMENT/SAFETY COMMITTEE

Section 23.1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Discussion of pending grievances on a non binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 23.2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussions of a pending grievance shall be non binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 23.3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 23.4. Union Rep Attendance

When absence from work is required to attend labor management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor management conferences shall be the responsibility of the employee.

ARTICLE XXIV SUBSTANCE ABUSE TESTING

Section 24.1. Statement of Policy

It is the policy of the County that the public has the right to expect persons employed to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of the policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 24.2. Prohibitions

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles, and the officer's personal vehicle while engaged in County business;
- (b) illegally consuming, possessing, selling, purchasing, or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This section is not intended to limit the enforcement the laws of the State of Illinois.

Section 24.3. Drug and Alcohol Testing

Where the Sheriff, or his designee (non-bargaining unit member), or supervisory officer has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers except random testing of an individual employee as authorized in Section 9 below.

Section 24.4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff, or his designee (non-bargaining unit member) shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The officer shall be permitted a reasonable opportunity to consult with a representative of the F.O.P. or a private attorney at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to F.O.P. representation and/or legal counsel.

Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In no event shall the taking of the blood sample be delayed. Any testing shall not occur until after a reasonable time to consult with a representative.

Section 24.5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Sheriff shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;
- (b) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (c) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) Provide the officer testing with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense, provided the officer makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the tests;
- (g) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests

administered), the Sheriff will not use such information in any manner or forum adverse to the officer's interests;

- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the Sheriff from attempting to show that lesser test results demonstrate that the officer was under the influence, but the Sheriff shall bear the burden of proof in such cases);
- (i) Provide each officer tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (j) Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 24.6. Right to Contest

The Union and/or officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis of the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 24.7. Voluntary Requests for Assistance

The Sheriff shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem, or for abuse of prescription drugs, other than the Sheriff may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Sheriff shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 24.8. Mandatory Tests

Whenever any employee is involved in any of the following events a test for alcohol and drugs shall be performed. Refusal by the employee shall subject the employee to discipline. In the event the employee is unable due to a physical condition to consent to such test the employee shall be deemed to have given his/her consent to such test. An event which would require the testing provided for in this Section is:

- (a) The employee being involved in a motor vehicle collision while on duty and or operating one of the motor vehicles involved in the collision where serious injury or fatality has occurred.
- (b) The employee being involved in an incident in which said employee has or is accused of having discharged his firearm while on duty, or while engaged in performing any law enforcement activity. The discharge of a firearm on a duly authorized firing range for purposes of weapons qualification is not included within this subsection. In cases where on-duty discharge of said firearm results in injury or death to a person, testing must be completed as soon as practicable after the employee-involved shooting but no later than the end of the involved employee's shift or tour of duty.
- (c) The employee is assigned to a regular duty assignment which will require the officer to routinely become involved in cannabis and controlled substances investigation in a covert capacity. Such an assignment would include assignment to the Southeast Illinois Drug Task Force or to the Southern Illinois Drug Task Force. In this event, said employee shall be tested on a regular quarterly basis.

Section 24.9. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for prescription drugs, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care."

Officers who do not agree to or who do not act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXV GENERAL PROVISIONS

Section 25.1. Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 25.2. Work Rules

Work rules of the Shelby County Sheriff which are not in conflict with this Agreement shall continue in full force and effect.

Section 25.3. Personal Days Accrual and Use

(a) Accrual

Each employee shall have three (3) personal days per year with pay (36 hours for employees working 12 hour shifts) to be credited on the employee's anniversary date. During the first year of employment, an employee will begin accruing personal leave in half-day increments each month after the first six (6) months of employment. For example, an employee hired on January 1, shall start accruing a half day of personal leave on July 1, and a half day each month thereafter.

(b) Use

Personal leave shall be taken in not less than one half (1/2) day increments and the employee shall be paid at the employee's regular hourly rate for each increment of personal leave taken. Personal leave may not be accumulated from year to year but must be taken or lost, unless approved for carryover by the Sheriff.

Section 25.4. Scheduling of Personal Days

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

Section 25.5. Continuing Education

For mandatory training, employees will receive compensation at the employee's rate of pay equal to one and a half (1 1/2) their regular rate of pay. Employees may elect to take compensatory time off in lieu of overtime pay in accordance with Section 20.7.

For optional training sessions, employees not working a regular scheduled work shift, will receive compensatory time only for those hours actually spent in the training session. Employees working a regular scheduled shift during the hours of training sessions may be allowed to attend the training session, at the sheriff or his designees approval, as their normal work shift and will receive their regular rate of pay as they would have if they were working their regular work shift.

If the employee is scheduled to work a work shift which is not at the same time of the training session on the day of the training session, the Sheriff may allow the employee to use the

training session as their work shift instead of their normal work shift if there is acceptable staffing for the work shift that employee would normally have worked.

If there is not acceptable staffing for the employee's work shift, the Sheriff may require the employee to take accrued benefit time off due to the need to replace the employee's position for that day with additional manpower. If the employee's work shift is not at the same time of the training session, the employee may elect to go to the training session and complete his normal work shift.

If the training session is during the employee's normal work shift, the employee would have to satisfy the total number of hours for his work shift once completing the training sessions/travel time, or utilize benefit time for the rest of the shift, option of the employee (Example: If the employee's work shift is 12 hours and the training session is 8 hours, with one hour of round trip travel time, the employee would return to his normal work shift duties for the remaining 3 hours, or use 3 hours of benefit time). Employees shall be permitted to use a Sheriff's Department vehicle for transportation to and from training sessions.

Section 25.6. Physical Testing Unit A

Employees are subject to physical testing upon application for employment. On each anniversary of each employee, said employee will be eligible for a physical examination by a doctor acceptable to the Merit Commission. The Employer shall pay for such examinations. The results of said examinations will be made available to the Employer, Merit Commission and the employee.

At least once every fiscal year a five item physical fitness test will be offered to all bargaining unit employees. Practical exercise performance requirements are physical activities related to law enforcement tasks. Participation in this physical testing program is entirely voluntary and in no way shall impact upon the bargaining unit employees continued employment. The following practical exercise performance guidelines are as follows:

1. **THRESHOLD WEIGHT** This is the weight that has been determined as the weight necessary to 1) perform police tasks without undo effort, and 2) to minimize health problems due to over fatness. The score is Pounds per height in inches.
2. **PERCENT BODY FAT** For those individuals not meeting the threshold weight a body fat test will be administered. This is the percentage of body fat that has been determined as the level of over fatness that poses a health risk. The score is in a fat percentage.
3. **SIT AND REACH TEST** This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The score is in the inches reached on a yard stick.
4. **ONE MINUTE SIT UP TEST** This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. Score is in the number of sit ups completed in one minute.

5. **ONE REPETITION MAXIMUM BENCH PRESS** This is a maximum weight pushed from the bench press position and measures the amount of force your upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight. The test will be conducted on a Universal DVR Chest Press.
6. **1.5 MILE RUN** This is a timed run to measure the heart and vascular systems capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.

THRESHOLD WEIGHT

HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT
52	75	63	134	74	217
53	80	64	141	75	226
54	85	65	147	76	235
55	89	66	154	77	245
56	94	67	161	78	255
57	99	68	168	79	265
58	105	69	176	80	275
59	110	70	184	81	285
60	116	71	192	82	297
61	121	72	200	83	307
62	128	73	209	84	318

PHYSICAL FITNESS STANDARDS

TEST AGE	MALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	7.4%	20.5%	22.5%	24.1%	25.0%
Sit & Reach Minute	16.5 In.	15.5 In.	14.3 In.	13.3 In	12.5 In
Sit Up	38	35	29	24	19
Maximum Bench Press Ratio (% of total weight)	.99	.88	.80	.71	.65
1.5 Mile Run	12:51	13:36	14:29	15:26	16:43

TEST AGE	FEMALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	23.7%	24.9%	27.9%	31.6%	32.5%
Sit & Reach Minute	19.3 In.	18.3 In.	17.3 In.	16.8 In.	15.5 In.
Sit Up	32	25	20	14	6
Maximum Bench Press Ratio (% of total weight)	.59	.53	.50	.44	.43
1.5 Mile Run	15:26	15:57	16:58	17:54	18:44

Section 25.7. Residency

The parties agree to relax residency requirements to allow an employee of Shelby County Sheriff's Office to reside within Shelby County or ANY county that borders the County of Shelby and ten (10) miles beyond that bordering County jurisdiction. However, if said employee is issued a take-home vehicle as a requirement for his/her job, said employee shall have the option of taking their service vehicle to their residence, or to some other mutually agreed location within that radius upon completion of their shift.

Section 25.8. Carry Over of Benefit Time

Benefit time under Sections 16.3, 17.1 and 25.3 may be temporarily carried over year to year, if approved by the Sheriff.

ARTICLE XXVI SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority. The remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVII COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVIII DURATION AND SIGNATURE

Section 28.1. Term of Agreement

This Agreement shall be effective from September 1, 2024 and shall remain in full force and effect until November 30, 2027. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by either party to the other at least sixty (60) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

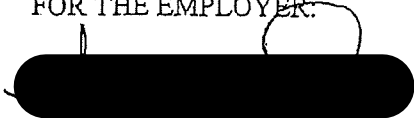
Section 28.3. Changes to Agreement

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least sixty (60) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 17th
day of March, 2025.

FOR THE EMPLOYER:


Shelby County Board Chairman

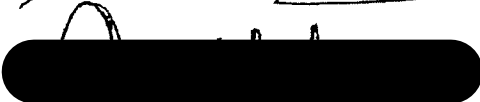

Shelby County Clerk


Shelby County Sheriff

FOR THE UNION:








Illinois F.O.P. Labor Council

APPENDIX A - WAGES

Bargaining Unit A - Deputy Wages

Unit A	Current	September 1,	December 1,	December 1,
Years of Service	Hourly	2024	2025	2026
Start	\$28.67	Hourly \$29.24	Hourly \$30.12	Hourly \$31.02
Base	\$31.91	\$32.55	\$33.52	\$34.53
After 2 Years	\$32.15	\$32.79	\$33.78	\$34.79
After 3 Years	\$32.39	\$33.04	\$34.03	\$35.05
After 4 Years	\$32.63	\$33.28	\$34.28	\$35.31
After 5 Years	\$32.88	\$33.54	\$34.54	\$35.58
After 6 Years	\$33.12	\$33.78	\$34.80	\$35.84
After 7 Years	\$33.36	\$34.03	\$35.05	\$36.10
After 8 Years	\$33.60	\$34.27	\$35.30	\$36.36
After 9 Years	\$33.84	\$34.52	\$35.55	\$36.62
After 10 Years	\$34.08	\$34.76	\$35.80	\$36.88
After 11 Years	\$34.32	\$35.01	\$36.06	\$37.14
After 12 Years	\$34.56	\$35.25	\$36.31	\$37.40
After 13 Years	\$34.80	\$35.50	\$36.56	\$37.66
After 14 Years	\$35.04	\$35.74	\$36.81	\$37.92
After 15 Years	\$35.28	\$35.99	\$37.07	\$38.18
After 16 Years	\$35.52	\$36.23	\$37.32	\$38.44
After 17 Years	\$35.76	\$36.48	\$37.57	\$38.70
After 18 Years	\$36.00	\$36.72	\$37.82	\$38.96
After 19 Years	\$36.24	\$36.96	\$38.07	\$39.22
After 20 Years	\$36.48	\$37.21	\$38.33	\$39.48
After 21 Years	\$36.72	\$37.45	\$38.58	\$39.74
After 22 Years	\$36.96	\$37.70	\$38.83	\$40.00
After 23 Years	\$37.20	\$37.94	\$39.08	\$40.25
After 24 Years	\$37.44	\$38.19	\$39.33	\$40.51
After 25 Years	\$38.40	\$39.17	\$40.34	\$41.55
After 26 Years	\$38.64	\$39.41	\$40.60	\$41.81
After 27 Years	\$38.88	\$39.66	\$40.85	\$42.07
After 30 Years	\$39.37	\$40.16	\$41.36	\$42.60

Bargaining Unit B - Dispatcher/Jailer Wages

Unit B	Current	September 1,	December 1,	December 1,
Years of Service	Hourly	2024	2025	2026
Start	\$21.70	Hourly \$22.13	Hourly \$22.80	Hourly \$23.48
Base	\$24.37	\$24.86	\$25.60	\$26.37
After 2 Years	\$24.61	\$25.10	\$25.86	\$26.63
After 3 Years	\$24.85	\$25.35	\$26.11	\$26.89
After 4 Years	\$25.09	\$25.59	\$26.36	\$27.15
After 5 Years	\$25.33	\$25.84	\$26.61	\$27.41
After 6 Years	\$25.57	\$26.08	\$26.86	\$27.67
After 7 Years	\$25.81	\$26.33	\$27.12	\$27.93
After 8 Years	\$26.05	\$26.57	\$27.37	\$28.19
After 9 Years	\$26.29	\$26.82	\$27.62	\$28.45
After 10 Years	\$26.53	\$27.06	\$27.87	\$28.71
After 11 Years	\$26.77	\$27.31	\$28.12	\$28.97
After 12 Years	\$27.01	\$27.55	\$28.38	\$29.23
After 13 Years	\$27.25	\$27.80	\$28.63	\$29.49
After 14 Years	\$27.50	\$28.05	\$28.89	\$29.76
After 15 Years	\$27.74	\$28.29	\$29.14	\$30.02
After 16 Years	\$27.98	\$28.54	\$29.40	\$30.28
After 17 Years	\$28.22	\$28.78	\$29.65	\$30.54
After 18 Years	\$28.46	\$29.03	\$29.90	\$30.80
After 19 Years	\$28.70	\$29.27	\$30.15	\$31.06
After 20 Years	\$28.94	\$29.52	\$30.40	\$31.32
After 21 Years	\$29.18	\$29.76	\$30.66	\$31.58
After 22 Years	\$29.42	\$30.01	\$30.91	\$31.84
After 23 Years	\$29.66	\$30.25	\$31.16	\$32.10
After 24 Years	\$29.90	\$30.50	\$31.41	\$32.36
After 25 Years	\$31.10	\$31.72	\$32.67	\$33.65
After 30 Years	\$32.06	\$32.70	\$33.68	\$34.69

APPENDIX B - SENIORITY LIST

Civilians/COs Employee	Date of Hire	Deputies Employee	Date of Hire
Ezell, J.	11/17/2003	Wood, Q.	06/11/2012
Wade, Tina	08/01/2006	Wade, Trey	10/04/2021
Jones, C.	11/27/2010	Hadley, B.	01/03/2022
Atteberry, T.	02/19/2011	Zeitler, P.	08/16/2022
Bailey, E.	04/28/2012	Risley, J.	12/01/2022
Meek, J.	04/14/2014	Miller, J.	01/01/2023
Culberson, T.	06/19/2017	Daiber, I.	01/02/2024
Gatton, B.	11/03/2019	Woolard, I.	06/11/2024
Williams, C.	11/30/2020	Johnson, T.	06/18/2024
Dandurand, J.	05/10/2021	Wilson, G.	09/01/2024
Reedy, Q.	05/10/2021		
Konwinski, J.	09/02/2021		
Thompson, D.	01/04/2022		
Gritzmacher, K.	10/18/2022		
Williams, C.	11/22/2022		
Hall, J.	11/28/2022		
Fleming, L.	03/08/2023		
Zeitler, Z.	06/18/2023		
Risley, B.	07/22/2024		
White, K.	07/28/2024		

APPENDIX C - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



APPENDIX D - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX E - LATERAL TRANSFER POLICY

Guidelines for Lateral Transfer Candidates (Eligibility)

- A. Currently or previously employed as a Deputy Sheriff, Municipal Police Officer, or any other Law Enforcement Officer; OR, Correctional Officer or Law Enforcement Telecommunicator or 911 Operator within the last 5 years AND,
- B. Are in good standing in their department as of the date of selection for hire at the Shelby County Sheriffs Department; AND,
- C. Have successfully completed the full time Illinois Basic Police Officer Training or Basic Correctional Officer Training, OR successfully completed Basic Police Officer Training Program from another state which can be transferred and accepted by the Illinois State Training Board (ILETSB), OR successfully completed Illinois Part Time Officer Basic Training Class in addition to the Transitional Training; AND,
- D. Have a high school diploma; AND,
- E. Be a U.S. Citizen
- F. Dispatchers shall also be eligible for a Lateral Transfer position, so long as they qualify for the above factors, excluding subsection C.

Appointment/Selection Considerations

- A. Transfer Applicants must complete a Shelby County Sheriffs Department Application and undergo interview by the Sheriff.
- B. Applications shall be accepted year-round for lateral transfers.
- C. All applicants chosen for selection shall undergo a background investigation, meeting all qualifications for the position of Deputy Sheriff as provided by law.
- D. Applicants who have completed the above will be considered conditionally certified for employment.
- E. The County may require further appropriate screening examinations of conditionally certified applicants.
- F. Any applicant chosen who completed the Illinois Part Time Officer Basic Training Class must be FT certified by the Part Time Officer Transitional Training in accordance with the requirements of the Illinois Law Enforcement Training & Standards Board.

Transition of Appointed/Selected Candidate to Shelby County Sheriff's Department

- A. Enter with the tenure recognized as earned from the selected candidate's previous employer for appropriate wage rate in accordance with the labor agreement. Advancement on the scale shall proceed from that point without any "freezing" (i.e. an employee coming in at the After 5 Years step, based on prior experience, shall go to the After 6 Years step after being with the Shelby County Sheriff's Department for one year); AND
- B. Seniority Date remains as start date of employment with the County, AND Undergo a 12-month probationary period in accordance with the labor contract

C. Enter with up to three (3) weeks of vacation consistent with up to 10 years of tenure from prior agency. Vacation time will have no cash value if employee leaves employment prior to end of first year.

Road and Bridge Committee
Meeting Minutes
February 10th, 2025

FILED
MAR 11 2025

Jenifer Fox

SHELBY COUNTY CLERK

Date and Time of meeting: Monday, February 10th, 2025, 4:30 pm

Location of Meeting: Shelby County Highway Department
1590 State Highway 16
Shelbyville, Illinois 62565

Roll Call: Teresa Boehm, Chad Yantis, Larry Syfert, Tim Morse, Brent Wallace (All Present)

Also present Wendy Gregory, Michael Tappendorf and Tim Baumgarten

Public Body Comment – None

Approval of Minutes from previous meeting – December 9, 2024, January Meeting Canceled due to weather
Motion made by Brent Wallace, Seconded by Chad Yantis, Passes unanimously

Maintenance Department Update – A typed list of work completed by the maintenance department was supplied by Tim Baumgarten. Chad Yantis asked if there were any equipment issues they needed to know about. Tim Baumgarten mentioned we have two dump trucks that are shot.

Engineers report – A typed Engineer's report was supplied by Michael Tappendorf. Discussions were had regarding several points on his report. It was decided to discuss the \$1/hour per MOU for front office next month. As of right now Michael Tappendorf's vacation time will continue to be added at the beginning of each month. Michael Tappendorf asked for the Committee's opinion on posting information/timeframe on County Highway 2 and County Highway 3. Committee suggested waiting on posting anything at this time.

Discussions and Approval for County Board Meeting:

1. Discussion and Approval of 50/50 petition from Prairie Township Highway Commissioner to Remove an existing failing Box Culvert and replace with 2-42" diameter x 40-foot-long CMP pipes. The estimated cost of the project will be \$14,728, which will be shared 50/50 between the township and County Bridge account. Motion made by Teresa Boehm, Seconded by Larry Syfert, Passes unanimously
2. Discussion and Approval of 50/50 petition from Oconee Township Highway Commissioner to Remove an existing failing CMP Pipe and replace with 2-54" diameter x 40-foot-long CMP pipes. The estimated cost of the project will be \$17,917, which will be shared 50/50 between the township and County Bridge account. Motion made by Brent Wallace, Seconded by Chad Yanis, Passes unanimously
3. Discussion and Approval of Supplemental Engineering Agreement with Lochmueller Group, Inc for Design Services for Structure 087-3234 over an unnamed tributary over Mitchell Creek on TR 373 aka CR 400N. Amount requesting is \$20,500 for additional scope of Surveying and Geotechnical Subcontracts. Engineering Agreement previously approved in August of 2024.
 - a. Previous Engineering agreement was \$48,653 for Preliminary Engineering only. Motion made by Tim Morse, Seconded by Larry Syfert, Passes unanimously
4. Discussion Only of Engineering Agreement with Lochmueller Group, Inc for Design Services for Structure 087-3041 over Richland Creek on County Highway 40. Engineering Agreement as awarded by following the QBS procedures outlined by IDOT – Bureau of Local Roads.
 - a. Discussion due to high prices and alternate Consultant negotiation Discussion.
 - Option 1 – Approve Full Estimate of \$276,965
 - Option 2 – Approve multi-phase approach with first phase \$28,019.78
 - Option 3 – Move to negotiations with next consultant.

Discussion was had regarding #4 and leaning towards option #3 but will discuss again next month.

Other Discussion For Road/Bridge Committee:

1. \$1/Hour Per MOU for Front Office Employees. Discussed earlier
2. Text My Gov. We are beginning to utilize this function.
3. Flagger Training, combined training for all townships, municipalities, and Us. Training will be held at the Highway Department
4. County Engineer Vacation Days – Accumulate or Front Load Discussed earlier

Approval of CPCA – Motion made by Brent Wallace, Seconded by Teresa Boehm, Passes unanimously

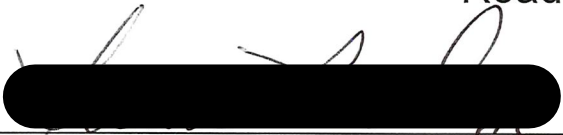
Approval of Claims- Motion made by Larry Syfert, Seconded by Chad Yantis, Passes unanimously

Public Body Comment - None

Adjournment: Next Scheduled Meeting will be March 10th, 2025 @ 4:30 pm @ Highway Department Motion made by Chad Yantis, Seconded by Brent Wallace, Passes unanimously

I hereby approve these meeting minutes and authorize them to be duly recorded.

Road & Bridge Committee


Teresa Boehm (Committee Chairwoman)

Date


Tim Morse

Date


Larry Syfert

Date


Brent Wallace

Date


Chad Yantis

Date

FILED
MAR 11 2025


SHELBY COUNTY CLERK

March 3, 2025

NOTICE OF FINANCE COMMITTEE MEETING

The Finance Committee will meet at 4:30 PM on Tuesday, March 11, 2025 in Courtroom B of the Shelby County Courthouse.

AGENDA

1. Call to Order
2. Approval of minutes for February meeting
3. Public Body Comment
4. Discussion of committee review policies
5. Review claims (invoices) submitted for payment by County Departments from General Funds, Special Funds accounts not reviewed by the Road and Bridge, Animal Control Fund and Public Safety not reviewed by their respective committees.
6. Discussion and vote to make recommendation to the County Board for approval to pay claims reviewed by the Finance Committee.
7. Adjournment

Teresa Boehm

Finance Committee Chair

From: teresa boehm tboehm73@yahoo.com
Subject: Minutes January 7th meeting. Finance Committee
Date: Jan 18, 2025 at 3:24:09 PM
To: tboehm73@yahoo.com

Called to order by Chair Teresa Boehm at 4:31

Those attending.

Teresa Boehm

Sonny Ross

Christine Matlock

Don Tate

Clay Hardy

Jeff Gregg

Absent. Julie Edwards

Approval of the minutes for Of December minutes by Sonny 2nd by Don. All in favor

Public Body Comments. No public body comments

All claims reviewed for payment including those bills from the Road and Bridge Committee. Road and Bridge Committee did not meet in January due to the weather.

Vote to approve the claims to the county board. Approve the bills by Don 2nd by Christine. All voted to approve the bills.

No old business

Christine motioned to adjourn and 2nd by Sonny. All approved adjournment.

APPROVED
2-11-25

Adjourned at 5:31.

Sent from my iPad

February 21, 2025

NOTICE OF BUDGET/LEGISLATIVE/AUDIT COMMITTEE MEETING

There will be a meeting of the Budget/Legislative/Audit Committee on Tuesday, February 25, 2025 at 6:00 PM. This meeting will be held at the Shelby County Courthouse (Courtroom A) office located at 301 East Main in Shelbyville.

AGENDA

1. Call or Order
2. Roll Call
3. Approval of minutes
4. Public Body Comment
5. Review and discuss FY 25 budget
6. Discuss and vote on preferred form for monthly report of financial status from the treasurer (55 ILCS 5/3-10005.2)
7. Closed session pursuant to 5 ILCS 120/2 C-21 (discussion of minutes of meetings lawfully closed under this act, whether for purposes of approval by the body of the minutes or semi-annual review as mandated by Section 2.06)
8. Discuss and vote on recommendation to the full board to approve opening closed session meeting minutes/recordings
9. Old Business
10. New Business
11. Adjournment

FILED
FEB 21 2025

Jamie Fox
SHELBY COUNTY CLERK

SHELBY COUNTY AIRPORT and LANDING FIELD COMMISSION

REGULAR MEETING MINUTES

February 10, 2025

Members present at meeting:

Commissioners--John Hall, Walt Lookofsky, Steve Wempen

Members not present at meeting:

Commissioners--Rick Brown, Paul Canaday

Others Present

Airport Manager--Scott Jefson

County Board Members--Carol Cole

Farm Manager--Jim Schwerman

Steve calls the meeting to order.

Steve has Jim Schwerman start the meeting with his farm report. Jim says he'll know more about how the wheat turns out in another month or so. He said he hadn't sold any yet, but the market had been moving higher. At present it is \$5.75 a bushel and wanting to sell at \$6.00 or close to it. Jim explained some on the wheat market. He said he doesn't sell double crop beans this early, just too early to tell how they'll turn out. Jim mentions the chances of a drought this season and explained some about it. The old crops are pretty well sold. Jim mentions that he did distribute \$30,000 over to the airports checking account and that left him enough to run on. We'll also have the wheat crop mid year and that will help. Jim said he still needs to get done, concerning the farming of row crop stuff, is to get some spraying done or mowed or both. He talked to a drone pilot and he was interested in it until he found out where it was. Then he was less interested when he learned of a close pond and the chance of fish kill. Some discussion ensued on the issue. Jim said that was all he had and excused himself.

Steve said he would go ahead and give Lindsay Hausman a call to discuss the Additive Alternate to the Ramp Project. Lindsay answered and is on speaker phone. Steve mentions to Lindsay that the airport was getting six new hangar doors that the county was going to finance with ARPA money and since there is a project in the works for ten new doors, could the project be changed to nine remaining doors of fifteen and free up some money too help fund the additive alternate for additional patching on the ramp project. Scott mentioned his concern that only four would be available because the other five doors were in the south set of T-Hangars. Lindsay said the ten doors in the north set of T-Hangars is the way it was discussed but it is written up for ten doors and not building specific, so that could happen.

Lindsay mentions that part of the apron project is to do some major crack repair and patching. The general scope of the project is that they will mill the entire apron. Once milled they will lay out cracks, some will just be sealed, some they will do a full depth patch on. Lindsay said there are different methods and the on site RE will lay those out based on severity of the crack after it has been milled. Lindsay explained their patching is based on what the surface looks like and obviously it will look different once two inches is milled out. She said they included some quantity of patching in the base bid so that is in the project no matter what. Because of the tight budget on this project, they minimized it to keep the cost down, but will also include an additive alternate with additional patching and crack repair. If the bids come in good they could also include that additional quantity. Lindsay said the bid came in high, that there was only one bidder and that a couple of weeks ago she put together a justification to still award the project even though it was high, so she requested that the state add additional funding to award the project. We have to write a justification basically saying this is why we think the numbers were higher than theirs and mention market condition, oil prices, etc. that would affect the cost. Lindsay explained some on the affecting factors. The state did reply and said they would need a letter from the airport saying they want the additive alternate. She explained some more on why we need to do that. Lindsay said the additional funds for more patching would be \$100,000.

Lindsay said what we could do because of the hangar doors is offer an additional year of BIL money to help fund the additive alternate. What the state might do though is apply it to the base bid and not the additive alternate. Lindsay explained more on why the state would/could do that.

Lindsay said she felt they included enough patching and crack repair in the base bid and the additive would get us more. A lengthy discussion ensued with Lindsay on the ramp project. Scott asks Lindsay if they are putting a fabric over the entire area and Lindsay said no, but there would be fabric over every single patch. The fabric is four feet wide and there would be six feet of fabric over every patch.

Lindsay explained how they will patch the worst cracks first, the remaining patch material would then go to the next level of crack repair, then down to the next level of repair until they run out. Then the additive alternate patching would kick in.

Lindsay said there could be more cracks now because the survey was a year ago, but all of the big cracks would be dealt with in way. All in all Lindsay said the worst cracks needing patching and repair would be covered with the base bid. Scott asks Lindsay that if we did offer one year of BIL money, could IDOT apply it to the base bid. Lindsay said yes, but that we could stipulate in the email we send them that if we were to get the additive alternate, we would be willing to offer one year of BIL money, but if you don't feel we need the additive alternate, then we want to reserve that money for the hangar project. Some discussion ensued. IDOT uses the BIL money at their own discretion, so we're not sure if they have used any or not, but the BIL money is \$144,000 vs the additive alternate of \$100,000, so they would have \$44,000 additional funding to apply to the base bid. Steve asks Lindsay if the airport's share would be 5% or 2 1/2% and Lindsay said any BIL money that is spent in 2025 and 2026 would be 2 1/2%.

Carol asks Lindsay what the project cost is. Lindsay the bid came in at \$980,000, rounded up, and the alternate at \$99,000, so \$1,079,000. Lindsay also said that only the BIL money used is at 2 1/2% the balance is at 5%, the airports cost is roughly \$38,000. Scott asks Lindsay if we did the base bid and the add on, when would we be able to get hangar doors, at least enough to finish off the first set of T-Hangars. Lindsay said that project isn't even programmed, it is first on our TIPS sheet. Also Program Letters usually go out in June or July and once that is done we can start that project. The door project would physically start maybe in early 2026, but has nothing to do with getting the base bid or alternate for the ramp project. A lengthy discussion ensued on the hangar door project.

Lindsay asks if she could talk about the Main Hangar Rehab project a little. Lindsay said the project has gotten tied up with the Historical Preservation Office a little bit. They want us to maintain the visual look of the building as best we can if we use BIL money to help fund the project. Lindsay said they had come to an agreement with them and that we actually got more than she expected. One of the main things they said we need to keep is the look and placement of the windows. When asks about adding additional windows, they said no that we need to maintain that visual look of the hangar. We can replace the old windows thou but with simulated divided lites to look like the original ones.

The man doors can be replaced. If they are replaced in the same location, there's no problem. The original location of doors show they are under a window, so if we do relocate a door, it must be lined up under a window from either end.

Lindsay also said we can skin the hangar but to get as close to the rib design as we could and color wasn't an issue.

Steve asks Lindsay about spray foam under the roof to insulate and also seal the leaks so we can keep the design on top of the roof. Lindsay said they wouldn't allow that because it is considered more permanent but we could use a closed cell rigid foam sheet and put up on the underside of the roof. A discussion ensued on the insulation.

Lindsay said they included the windows, man doors and exterior skin in the base bid, anything else would be added as alternates. Roof insulation first, then wall insulation would be the second alternate. The insulation is something like Dow board and can't be higher than the rib. The wall insulation would be allowed between the two exterior skins and not the interior. A lengthy discussion ensued on the wall insulation. We need to look at the insulation application again.

Scott asks Lindsay if they were going to remove the shop ceiling and she said yes or we can leave it.

Lindsay finished up asking us to let her know what we want to do with insulation, that they are putting packages together, she thanked us for our time and ended the call.

The minutes for the Regular Meeting held January 13th were read by all. Walt made a motion to approve the minutes. It was second by John and was approved by all saying aye.

The January Treasurer's Report was read by all. Walt made a motion to approve the Treasurer's Report. It was second by John and approved by all saying aye.

Bills Presented

Big D's Septic Service--Annual Maintenance Contract	\$ 240.00
Shelbyville Ace Hardware--Building Maintenance	\$ 1.76
Shelby County Aviation--Swiney Prop Repair	\$ 1,065.70

John made a motion to accept the bills as presented. Steve second it and it was approved by all saying aye.

Managers Report

Scott said he talked the door guy and 4 of the six doors are built, 3 of them are painted and he is planning on being here the last week of February or first week of March. Also talked to the weather station guy and there is a hold up on one of the sensors, the visibility sensor. As soon as that's in he can assemble it and get it to us.

Scott mention that he hasn't talked to John Deere although Paul went out there and talked to them about a loader.

He said the loader would cost \$11,600 and would take a couple days to get ready. Some discussion ensued about the purchase of the loader. Fuel sales have been slow because of the weather. We have about a thousand gallon left in the tank. We have sold a little jet fuel.

Walt makes a motion to purchase the loader for \$11,600 and John second it.

End of Managers Report

Steve mentions having everything figured up to settle with Aerinova with his rent and per gallon draw charge minus our Jet fuel sales. We have a few dollars credit at present with them. Steve also mentioned having all the paper work submitted for our Aviation Fuel Tax reimbursement.
More discussion ensued on the Main Hangar Rehab.

Old Business

Covered

New Business

Covered

Steve made a motion to adjourn and John second it. Motion approved by all saying aye.

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION RECORD JOURNAL

[illegible]

[illegible][illegible]

BUDGET ACCOUNT SUMMARY

[illegible]

February, 2025

[illegible]

Shelby County Airport and Landing Field Commission

Fuel Sales

February, 2025

DATE	QUANTITY	CUSTOMER INVOICE	TRANS. NO.	PRICE	CREDIT CARD	CHARGE	CASH
1-Feb-25	3.82	Credit Card Customer	2760	\$ 5.00	\$ 19.10		
1-Feb-25	5.10	Credit Card Customer	2761	\$ 5.00	\$ 25.50		
3-Feb-25	8.13	Don Gherardini	2762	\$ 4.95		\$ 40.24	
3-Feb-25	5.08	Paul Canaday	2763	\$ 4.95		\$ 25.15	
3-Feb-25	0.62	Paul Canaday	2764	\$ 4.95		\$ 3.07	
4-Feb-25	31.70	Credit Card Customer	2765	\$ 5.00	\$ 158.50		
4-Feb-25	8.02	Credit Card Customer	2766	\$ 5.00	\$ 40.10		
4-Feb-25	5.33	Credit Card Customer	2767	\$ 5.00	\$ 26.65		
7-Feb-25	10.22	Credit Card Customer	2768	\$ 5.00	\$ 51.10		
7-Feb-25	18.13	Credit Card Customer	2769	\$ 5.00	\$ 90.65		
7-Feb-25	2.51	Credit Card Customer	2770	\$ 5.00	\$ 12.55		
7-Feb-25		Jet Fuel Sale	2771				
7-Feb-25		Jet Fuel Sale	2772				
7-Feb-25		Jet Fuel Sale	2773				
7-Feb-25	4.50	Credit Card Customer	2774	\$ 5.00	\$ 22.50		
7-Feb-25	7.51	Credit Card Customer	2775	\$ 5.00	\$ 37.55		
8-Feb-25	5.12	Credit Card Customer	2776	\$ 5.00	\$ 25.60		
8-Feb-25	10.10	Credit Card Customer	2777	\$ 5.00	\$ 50.50		
8-Feb-25	1.09	Credit Card Customer	2778	\$ 5.00	\$ 5.45		
9-Feb-25	6.11	Credit Card Customer	2779	\$ 5.00	\$ 30.55		
9-Feb-25	1.93	John Livesay	2780	\$ 4.95		\$ 9.55	
10-Feb-25	9.26	Credit Card Customer	2781	\$ 5.00	\$ 46.30		
10-Feb-25	7.87	Credit Card Customer	2782	\$ 5.00	\$ 39.35		
10-Feb-25	10.09	Credit Card Customer	2783	\$ 5.00	\$ 50.45		
10-Feb-25	20.48	Steve Wempen	2784	\$ 4.95		\$ 101.38	
10-Feb-25	15.12	Credit Card Customer	2785	\$ 5.00	\$ 75.60		
11-Feb-25	12.77	Credit Card Customer	2786	\$ 5.00	\$ 63.85		
11-Feb-25	4.91	Credit Card Customer	2787	\$ 5.00	\$ 24.55		
13-Feb-25	43.14	Credit Card Customer	2788	\$ 5.00	\$ 215.70		
17-Feb-25	21.39	Credit Card Customer	2789	\$ 5.00	\$ 106.95		
18-Feb-25	14.40	Credit Card Customer	2790	\$ 5.00	\$ 72.00		
19-Feb-25	4.11	Credit Card Customer	2791	\$ 5.00	\$ 20.55		
20-Feb-25	10.55	Shelby County Highway Dept.	2792	\$ 5.00		\$ 52.75	
20-Feb-25	44.68	Credit Card Customer	2793	\$ 5.00	\$ 223.40		
21-Feb-25	5.12	Credit Card Customer	2794	\$ 5.00	\$ 25.60		
22-Feb-25	8.22	Credit Card Customer	2795	\$ 5.00	\$ 41.10		
22-Feb-25	20.03	Credit Card Customer	2796	\$ 5.00	\$ 100.15		
22-Feb-25	27.91	Credit Card Customer	2797	\$ 5.00	\$ 139.55		
22-Feb-25	5.15	Credit Card Customer	2798	\$ 5.00	\$ 25.75		
23-Feb-25	30.01	Credit Card Customer	2799	\$ 5.00	\$ 150.05		
24-Feb-25	74.02	Credit Card Customer	2800	\$ 5.00	\$ 370.10		
24-Feb-25	20.10	Credit Card Customer	2801	\$ 5.00	\$ 100.50		
25-Feb-25	4.89	Credit Card Customer	2802	\$ 5.00	\$ 24.45		
25-Feb-25	6.16	Credit Card Customer	2803	\$ 5.00	\$ 30.80		
25-Feb-25	8.10	Credit Card Customer	2804	\$ 5.00	\$ 40.50		
25-Feb-25	48.96	Credit Card Customer	2805	\$ 5.00	\$ 244.80		
25-Feb-25	5.08	Credit Card Customer	2806	\$ 5.00	\$ 25.40		
25-Feb-25	2.00	Credit Card Customer	2807	\$ 5.00	\$ 10.00		
26-Feb-25	10.77	Credit Card Customer	2808	\$ 5.00	\$ 53.85		
26-Feb-25	4.63	Credit Card Customer	2809	\$ 5.00	\$ 23.15		
26-Feb-25	10.10	Credit Card Customer	2810	\$ 5.00	\$ 50.50		
28-Feb-25	1.11	Credit Card Customer	2811	\$ 5.00	\$ 5.55		
TOTAL	646.15				\$ 2,996.80	\$ 232.14	\$ -
				TOTAL			\$ 3,228.94

[illegible][illegible]

SHELBY COUNTY AIRPORT

100LL COST OF SALES REPORT 2024-2025

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
December	692.12	\$ 5.00	\$ 2,632.95	\$ 234.18	\$ 591.10	\$ 3,458.23	\$ 4.13	\$ 4.39	\$ 97.93	\$ 3,135.04		\$ 323.19
January	504.86	\$ 4.99	\$ 1,752.95	\$ 451.99	\$ 314.80	\$ 2,519.74	\$ 4.15	\$ 4.41	\$ 69.44	\$ 2,295.56		\$ 224.18
February	646.00	\$ 5.00	\$ 2,996.80	\$ 232.14	-	\$ 3,228.94	\$ 4.15	\$ 4.41	\$ 105.22	\$ 2,953.68		\$ 275.26
March						-						-
April						-						-
May						-						-
June						-						-
July						-						-
August						-						-
September						-						-
October						-		\$ 4.41	-			-
November						-						-
TOTAL	1842.98		\$ 7,382.70	\$ 918.31	\$ 905.90	\$ 9,206.91			\$ 272.59	\$ 8,384.27		\$ 822.64

\$30 Monthly Fee Included In Arrow Fee Above

JET A COST OF SALES REPORT 2024-2025

MONTH	GALLONS SOLD	AVE. PRICE PER GAL.	SALES AMOUNT			TOTAL SALES	COST PER GAL	WITH TAX	ARROW FEE	TOTAL		NET PROFIT OR LOSS
			CREDIT CD	CHARGE	CASH					COST		
December	27.03	\$ 4.89	\$ 83.28	\$ 48.90	-	\$ 132.18	\$ 2.83	\$ 3.01	\$ 2.15	\$ 83.42		\$ 48.76
January	219.33	\$ 4.89	\$ 1,012.42	\$ 59.48	-	\$ 1,071.90	\$ 2.83	\$ 3.01	\$ 22.78	\$ 682.28		\$ 389.62
February	14.26	\$ 4.89	\$ 69.74	-	-	\$ 69.74	\$ 2.83	\$ 3.01	\$ 1.75	\$ 44.63		\$ 25.11
March						-						-
April						-						-
May						-						-
June						-						-
July						-						-
August						-						-
September						-						-
October						-						-
November						-						-
TOTAL	260.62		\$ 1,165.44	\$ 108.38	-	\$ 1,273.82			\$ 26.68	\$ 810.33		\$ 463.49

SHELBY COUNTY AIRPORT AND LANDING FIELD COMMISSION
SHELBYVILLE, IL.

REGULAR MEETING AGENDA

Meeting to be held at the Shelby County Airport
March 10, 2025
7:00 PM

- I. Call Meeting to Order**
- II. Guest Speaker (If Scheduled)**
 - 1 Jim Schwerman to present Farm Report**
 - 2**
- III. Approval of Minutes**
- IV. Approval of Treasurer's Report**
- V. Approval of Bills Presented**
- VI. Airport Manager's Report**
- VII. Old Business**
 - 1 Go over Monthly Summary of ongoing items from Lindsay Hausman**
 - 2 Amend the motion previously made to purchase Insulation for new Hangar Doors, from fiberglass to**
- VIII. New Business**
 - 1 NA**
 - 2**
 - 3**
- IX. Adjournment**

RESOLUTION

2025-16

WHEREAS, the statutes of the State of Illinois provide that appointments of trustees of the fire districts shall be made by the Chairman of the County Board, with the advice and consent of the Board; and,

WHEREAS, the County Board has been advised that the Chairman of the Board desires to appoint the following individual, to-wit; Nathan P. Elliott, who is qualified to hold the office of Trustee of the Moweaqua Community Fire Protection District, and that the said individual is to be appointed for a term of office expiring on the first Monday in May 2027; and,

WHEREAS, the Board does approve such appointment of Nathan P. Elliott, as Trustee of the Moweaqua Community Fire Protection District.

NOW, THEREFORE, BE IT RESOLVED, that Nathan P. Elliott be appointed to the office of Trustee of the Moweaqua Community Fire Protection District for a term of office expiring on the first Monday in May 2027.

BE IT FURTHER RESOLVED, that the appointee shall obtain the approval of the Chairman of the County Board of a Bond with appropriate surety in the amount of \$2,000.00.

PRESENTED, ADOPTED AND RECORDED this 13th day of March 2025.



Chairman, Shelby County Board
Shelby County, Illinois

ATTEST:



County Clerk and Ex-Officio
Clerk of the Shelby County Board