

**DEKALB COUNTY GOVERNMENT  
COUNTY BOARD MEETING**

**April 19, 2017**

**7:30 p.m.**

**AGENDA**

1. Roll Call
2. Pledge to the Flag
3. Approval of Minutes
4. Approval of Agenda
5. Communications and Referrals:
  - a. Employee Service Awards
6. Persons to be Heard from the Floor – *On topics that were not subject to a Public Hearing*
7. Proclamations:
  - a. **Proclamation P2017-02:** National Travel and Tourism Week: May 7-13, 2017
8. Appointments for this Month:
  - a. **County Board Member:** Tim Hughes appointed immediately to represent County Board District #2 until November 30, 2018.
  - b. **Committee Assignments:** Tim Hughes appointed immediately to the DeKalb County Board's Health & Human Services Committee and the Forest Preserve Committee until November 30, 2018.

*- Oath of Office Administered by the DeKalb County Clerk*

- c. **Kirkland Community Fire District:** Marty Banks appointed for a three-year term beginning May 1, 2017 and expiring April 30, 2020.
  - d. **Cortland Community Fire Protection District:** Dan Black appointed for a three-year term beginning May 1, 2017 and expiring April 30, 2020.
  - e. **Genoa-Kingston Fire Protection District:** Randy Jennings reappointed for a three-year term beginning May 1, 2017 and expiring April 30, 2020.
  - f. **Kishwaukee Water Reclamation District (DeKalb Sanitary District):** Carol Zar reappointed for a three-year term beginning May 1, 2017 until April 30, 2020.
  - g. **Northwest Water Planning Alliance:** Misty Haji-Sheikh appointed immediately until November 30, 2018.
  - h. **Farmland Assessment Board:** Nicholas Moore reappointed for a three-year term beginning May 1, 2017 and expiring April 30, 2020.
  - i. **Regional Planning Commission:** Rich Gentile (City of Genoa), John "Jack" Fischer (Village of Kingston), Becky Morphey (Village of Somonauk), and Kevin Bunge (County) all appointed for three-year terms beginning April 1, 2017 and expiring March 31, 2020.
  - j. **Regional Planning Commission – Alternates:** Alyssa Seguss (City of Genoa) and Misty Haji-Sheikh (County) both appointed for three-year terms beginning April 1, 2017 and expiring March 31, 2020.
9. Reports from Standing Committees & Ad Hoc Committees

**PLANNING & ZONING COMMITTEE**

No Actionable Items

## **COUNTY HIGHWAY COMMITTEE**

- a. **Resolution R2017-73:** Approval of a Request to Rename a Platted Road known as Rae Drive to Louise Lane in Sycamore Road District. *The DeKalb County Board hereby approves that effective April 20, 2017, the platted Road known as Rae Drive located within the Northeast ¼ Section of Section 30, Township 41 North, Range 5 East of the Third Principal Meridian of DeKalb County, Illinois, be renamed Louise Lane.* **Committee Action: Contingent on Committee Approval prior to the County Board Meeting.**
- b. **Resolution R2017-74:** Replacement of Somonauk Road Bridge 0.5 miles South of Chicago Road in Sandwich Road District. *The DeKalb County Board hereby approves the lowest bid meeting specifications to Martin & Company Excavating from Oregon, Illinois for the replacement of the existing two-span deck beam bridge over Somonauk Creek with a new single-span concrete deck on steel beams with integral abutments bridge in the total amount of \$608,918.78.* **Committee Action: Contingent on Committee Approval prior to the County Board Meeting.**

## **ECONOMIC DEVELOPMENT COMMITTEE**

No Actionable Items

## **HEALTH & HUMAN SERVICES COMMITTEE**

- a. **Resolution R2017-75:** Authorizing to Execute and File a Section 5311 Downstate Operating Assistance Grant Agreement. *The DeKalb County Board hereby authorizes to execute and file a Section 5311 Downstate Operating Assistance Grant Agreement for funding the County's rural transportation services such as TransVac and MedVac. When funds are approved they are passed through the County to the Voluntary Action Center along with all responsibilities and liability.* **Committee Action: Moved by Ms. Askins, seconded by Mr. Porterfield and approved unanimously.**
- b. **Resolution R2017-76:** Acceptance of the Special Warranty as a Condition to Receive Section 5311 Funds. *The DeKalb County Board does agree to the terms and conditions of the attached Special Warranty for receiving Section 5311 Funds regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.* **Committee Action: Moved by Mr. Porterfield, seconded Ms. Askins and approved unanimously.**
- c. **Resolution R2017-77:** Authorizing the Execution and Submittal for the Application for a Public Transportation Capital Assistance Grant. *The DeKalb County Board does hereby authorize and direct the County Administrator to sign and submit an application to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant for the purpose of off-setting eligible public transportation capital costs of DeKalb County.* **Committee Action: Moved by Mrs. Emmer, seconded by Mr. Whelan and approved unanimously.**
- d. **Resolution R2017-78:** Authorizing the Purchase of a Transit Bus. *The DeKalb County Board hereby authorizes the purchase of a 30' Heavy Duty Low-Floor Diesel Transit Bus for use in the TransVac program in the amount of \$331,048, using 100% Federal Grant Funding.* **Committee Action: Moved by Mr. Whelan, seconded by Ms. Askins and approved unanimously.**

- e. **Resolution R2017-79:** Award of the Senior Services Tax Levy Funding. *The DeKalb County Board does approve the recommendation of the Health and Human Services Committee and agrees to purchase services from the agencies listed within the resolution in amounts not exceeding \$423,000 for the period beginning July 1, 2017 and ending June 30, 2018. Committee Action: Moved by Ms. Askins, seconded by Mrs. Emmer and approved unanimously.*

### **LAW & JUSTICE COMMITTEE**

No Actionable Items

### **FINANCE COMMITTEE**

- a. **Resolution R2017-80:** Oversight of Rehab & Nursing Center Expansion Project. *The DeKalb County Board approves to hereby grant full authority to the DeKalb County Public Building Commission to manage the Rehab & Nursing Center Expansion Project, anticipated to happen in the years 2017 - 2019, except that the issuance of debt is expressly reserved for action by the DeKalb County Board. Committee Action: Moved by Mr. Luebke, seconded by Mr. Cribben and approved unanimously.*
- b. **Resolution R2017-81:** Resolution Certifying IMRF Participation for Qualified Elected Officials. *The DeKalb County Board, in compliance with the mandate of the Board of Trustees of IMRF, hereby approve that the elected offices of Circuit Clerk, Coroner, County Clerk & Recorder, Sheriff, State's Attorney, and Treasurer continue to be qualified, as they have been since 1945, for the IMRF pension program, based purely on the reasonable assumption that 1,000 hours per year, or more, would be needed to fulfill the responsibilities of those offices as set forth by the State of Illinois. Committee Action: Moved by Mr. Reid, seconded by Ms. Polanco and approved unanimously.*
- c. **Ordinance O2017-04:** Cable Television Franchise Fee. *The DeKalb County Board hereby approves to collect service provider fees from Mediacom Illinois LLC in an amount equal to 5% of annual gross revenues derived from the provision of cable or video service to households located within unincorporated parts of DeKalb County. Committee Action: Moved by Mr. Luebke, seconded by Mr. Cribben and approved unanimously.*
- d. **Claims to be Paid in April 2017:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, including all claims for travel, meals, and lodging, in the amount of \$6,550,356.24.
- e. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – March 2017
  2. Public Defender's Report – March 2017
  3. Adult & Juvenile Monthly Reports – March 2017
  4. Pretrial Report – March 2017
  5. Sheriff's Jail Report – March 2017
  6. Planning & Zoning Building Permits & Construction Reports - March 2017

## **EXECUTIVE COMMITTEE**

No Actionable Items

10. Old Business
11. New Business
  - a. **Appointments Scheduled to be made in the Month of May 2017**
    1. Building Board of Appeals – 1 position
12. Adjournment

# EMPLOYEE SERVICE AWARDS

*April*

2017

SUN

MON

TUE

WED

THU

FRI

SAT

***35 YEARS OF SERVICE***

None

***30 YEARS OF SERVICE***

None

***25 YEARS OF SERVICE***

None

***20 YEARS OF SERVICE***

None

***15 YEARS OF SERVICE***

Julie A. Gleason

04/16/2002

Rehab & Nursing Center

***10 YEARS OF SERVICE***

None

***5 YEARS OF SERVICE***

Lynn E. Vogl

04/09/2012

Health Department

For questions or corrections, please contact Lisa in the Administration Office at (815) 895-1639



# PROCLAMATION

P2017-02

## ***National Travel and Tourism Week in DeKalb County***

***May 7-13, 2017***

Whereas, The DeKalb County Board is a financial partner with the DeKalb County Convention and Visitors Bureau and recognizes the impact tourism marketing generates which supports continued economic growth for our communities, and

Whereas, National Travel and Tourism Week established in 1983 by congressional joint resolution, fittingly honors all those Americans who earn their livelihood in the travel and tourism industry, and

Whereas, the travel and tourism industry in DeKalb County is vital to our economic stability and grown; and it contributes significantly to our county's cultural and social climate; and

Whereas, the travel and tourism industry supports the vital interests of the DeKalb County community, contributing to our employment, economic prosperity, and quality of life; and

Whereas, in 2015 the state of Illinois reported \$91.3 million in tourism revenues attributed to DeKalb County businesses; and approximately 550 people in DeKalb County hold positions related to the hospitality industry, including lodging, food service, and attractions; and

Whereas, we recognize the DeKalb County Convention and Visitors Bureau and the IHSA Destination DeKalb Committee for hosting the upcoming Illinois High School Associate (IHSA) State Football Championships on November 24-25, 2017, welcoming approximately 30,000 visitors and expects an economic impact of approximately \$800,000 for the two-day event.

Now, Therefore, The DeKalb County Board does hereby proclaim May 7-13, 2017 as National Travel and Tourism Week in DeKalb County, Illinois and urges the citizens of DeKalb County welcome Illinois office of Tourism Director Cory Jobe on May 11<sup>th</sup>, and to participate and celebrate by visit our diverse and significant natural, cultural and historical attractions, explore our many recreational opportunities, shop and dine at local businesses.

*Given at Sycamore, Illinois, this 19<sup>th</sup> Day of April, 2017.*

ATTEST:



**Douglas J. Johnson**  
DeKalb County Clerk



**Mark Pietrowski, Jr.**  
DeKalb County Board Chairman

**RESOLUTION #R2017-73**

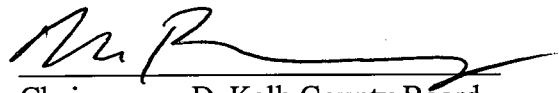
**WHEREAS**, the Highway Committee of the DeKalb County Board did receive a request to rename a platted road in Sycamore Road District from Rae Drive to Louise Lane; and

**WHEREAS**, the Highway Committee of the DeKalb County Board did on April 6, 2017 at 6:02pm, hold a proper Public Hearing on this matter; and

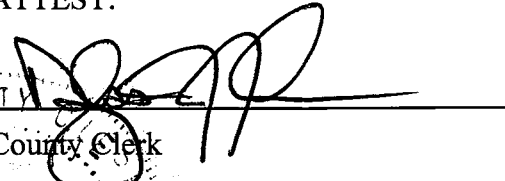
**WHEREAS**, after hearing and receiving any and all public comments on this matter the Highway Committee has determined that there were no objections to the requested name change.

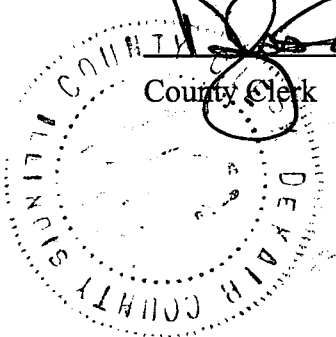
**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that effective April 20, 2017, that the platted Road known as Rae Drive located within the Northeast ¼ Section of Section 30, Township 41 North, Range 5 East of the Third Principal Meridian of DeKalb County, Illinois, be renamed Louise Lane.

**PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF APRIL, 2017 A.D.**

  
Chairperson, DeKalb County Board

ATTEST:

  
County Clerk



**RESOLUTION #R2017-74**

**WHEREAS**, bids have been invited for improvements on Somonauk Road, 0.5 miles south of Chicago Road in Sandwich Road District, DeKalb County, Illinois and

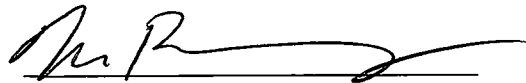
**WHEREAS**, Martin & Company Excavating from Oregon, Illinois has submitted the low bid meeting specifications.

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does approve the award as set forth herein below:

**MARTIN & COMPANY EXCAVATING:**

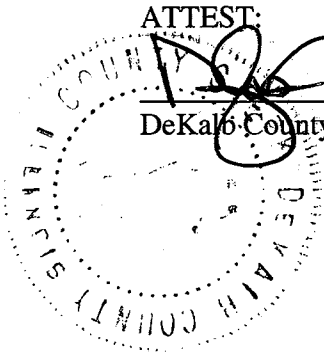
- (a) In the amount of Six Hundred Eight Thousand Nine Hundred Eighteen Dollars and Seventy-Eight Cents (\$608,918.78) for the replacement of the existing two-span deck beam bridge over Somonauk Creek with a new single-span concrete deck on steel beams with integral abutments bridge under Section 15-00093-02-BR.

**PASSED AT SYCAMORE, ILLINOIS THIS 19th DAY OF APRIL, 2017 A.D.**

  
Chairman, DeKalb County Board

ATTEST:

  
DeKalb County Clerk



| Funding for Award Resolution #R2017-74 | Bid Amount   | Budget Amount |
|----------------------------------------|--------------|---------------|
| County Aid to Bridge Funds             | \$608,918.78 | \$650,000.00  |



BOARD INFORMATION FROM APRIL 19TH BID LETTING:

|                                            |
|--------------------------------------------|
| <b>15-00093-02-BR Somonauk Road Bridge</b> |
|--------------------------------------------|

|                                        |           |                   |
|----------------------------------------|-----------|-------------------|
| Engineer's Estimate                    | \$        | 843,314.50        |
| <b>Martin &amp; Company Excavating</b> | <b>\$</b> | <b>608,918.78</b> |
| Sjostrom & Sons, Inc.                  | \$        | 639,321.00        |
| Civil Constructors, Inc.               | \$        | 658,177.99        |
| Riber Constructions, Inc.              | \$        | 744,791.04        |
| Herlihy Mid-Continent Company          | \$        | 761,327.97        |
| Alliance Contractors, Inc              | \$        | 871,238.56        |

## RESOLUTION R2017-75

### 5311-DOAP Board Resolution

WHEREAS, the provision of public transit service is essential to the people of Illinois; 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 Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; 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 or the Act.

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2018, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of the DeKalb County.

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

Section 3. That the County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County such application.


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

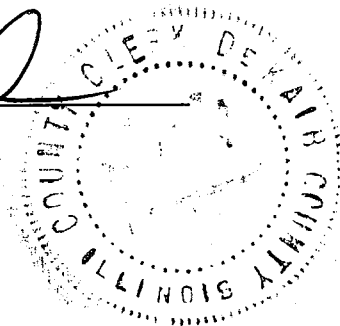
Section 5. That the County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2018.

Section 6. That the County Administrator of the DeKalb County 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 2018.


PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman

## RESOLUTION R2017-76

### 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;

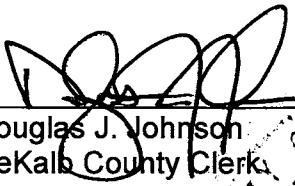
NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board:

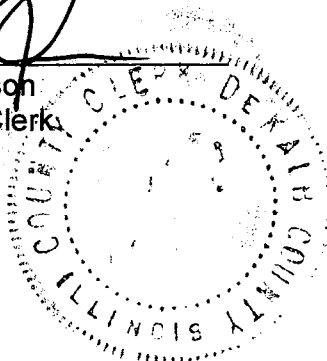
Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

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

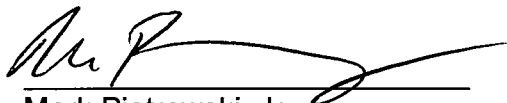
PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman

# **EXHIBIT A**

## **Office of Labor-Management Standards (OLMS)**

### **SPECIAL WARRANTY ARRANGEMENT**

**For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects  
PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53  
January 3, 2011**

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced

above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

- (5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.
- (6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and

the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

- (6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

| Employee's length of service<br>prior to adverse effect | Period of protection<br>equivalent period |
|---------------------------------------------------------|-------------------------------------------|
| 1 day to 6 years                                        | 6 years                                   |
| 6 years or more                                         |                                           |

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

- (7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of



employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

- (11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

- (12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other

expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

- (12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.
- (13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

| Length of Service |      |     |      |      |    | Separation Allowance |    |             |
|-------------------|------|-----|------|------|----|----------------------|----|-------------|
| 1                 | year | and | less | than | 2  | years                | 3  | months' pay |
| 2                 | "    | "   | "    | "    | 3  | "                    | 6  | " "         |
| 3                 | "    | "   | "    | "    | 5  | "                    | 9  | " "         |
| 5                 | "    | "   | "    | "    | 10 | "                    | 12 | " "         |
| 10                | "    | "   | "    | "    | 15 | "                    | 12 | " "         |
| 15                | "    | "   | over |      |    |                      | 12 | " "         |

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.
- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied

upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any

displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
  - (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
  - (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.
- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- (21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the

responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

**5333(b) Warranty Language Last Updated by US DOL: 9-29-14**



**RESOLUTION  
R2017-77**

**Authorizing the Execution and Submittal for the Application for a Public Transportation  
Capital Assistance Grant under the Illinois Department of Transportation's General  
Authority to make such Grants.**

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation, and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and make funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services, and

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

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that:

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

Section 2. That the County Administrator of DeKalb County is hereby authorized and directed to sign and submit such application on behalf of DeKalb County.

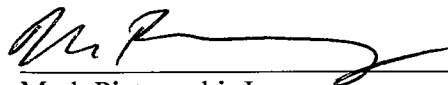
Section 3. That the County Administrator of DeKalb County is hereby authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the County Administrator of DeKalb County is hereby authorized and directed to execute on behalf of DeKalb County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the County Administrator of DeKalb County is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PASSED THIS 19<sup>TH</sup> DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

SIGNED:

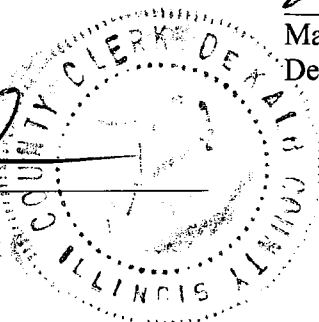


Mark Pietrowski, Jr.  
DeKalb County Board Chairman

ATTEST:



Douglas J. Johnson  
DeKalb County Clerk



## **RESOLUTION R2017-78**

WHEREAS, DeKalb County was named as an “eligible piggyback” participant on the Bloomington Connect Transit Grant Contract, and

WHEREAS, the County wishes to purchase one 30’ Heavy Duty Low-Floor Diesel Transit Bus from New Flyer in the amount of \$331,048 for use in the TransVac program, and

WHEREAS, the Voluntary Action Center is the pass-through operator of the County’s 5311 transit programs and operate the TransVac Program, and

WHEREAS, the grant number that IDOT is using to trace this process is: CAP-15-1083-FED for the total grant amount of \$380,000, and

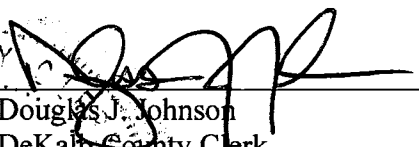
WHEREAS, the Health & Human Services Committee concurs with the purchase of the 100% Federal Grant Funded transit bus purchase for the Voluntary Action Center to use in the TransVac program,

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board authorizes the purchase of 30’ Heavy Duty Low-Floor Diesel Transit Bus for use in the TransVac program in the amount of \$331,048, using 100% Federal Grant Funding.

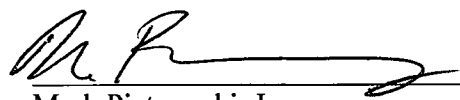
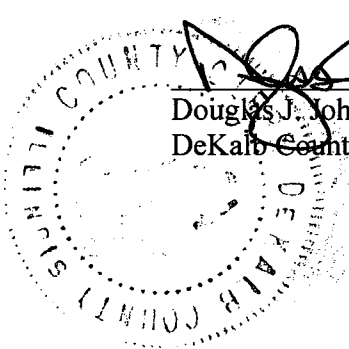
PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:



Douglas J. Johnson  
DeKalb County Clerk



Mark Pietrowski, Jr.  
County Board Chairman

**PURCHASE AGREEMENT FOR ONE 30' MIDI BUS  
COUNTY OF DeKALB, ILLINOIS**

**PART I  
AGREEMENT**

THIS AGREEMENT, entered into this 19th day of April, 2017, by and between the County of DeKalb, 200 North Main Street, Sycamore, Illinois 60178 ( hereinafter referred to as "County"), and New Flyer USA, Inc. , (hereinafter referred to as "Contractor"):

WITNESSETH THAT:

WHEREAS, the County is piggybacking through a Request for Proposals for the purchase of buses issued by Bloomington Connect Transit dated May 16, 2014 in which New Flyer of America, Inc. was determined the Contractor to be qualified to furnish such services.

WHEREAS, the Contractor desires to furnish such services and submitted a written Cost Proposal to Connect Transit dated **December 5, 2014**, which is attached and incorporated as Part VI,

WHEREAS, the Contractor agrees to provide services to the County in accordance with the terms and conditions of this agreement,

NOW, THEREFORE BE IT AGREED, by and between the County and the Contractor as follows:

1.Scope of Services: The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A. Exhibit A and Exhibit B come from the Bloomington Connect RFP and joint procurement agreement and are attached.

- One (1) MD30 Heavy Duty 30 ft. Transit Bus

2. Time of Performance. The agreement will commence on **Pending IDOT approval.**

3. Access to Information. It is agreed that all information, data, reports, and records, as are existing, available and necessary for the carrying out of the work outlined previously or in any other section of this agreement shall be furnished to the Contractor by the County. No charge will be made to the Contractor for such information and the County will cooperate with the Contractor in every way possible to facilitate the performance of the Scope of Services described in this Agreement.

4. Compensation and Method of Payment. The County shall pay the full price of the bus upon issuance of final acceptance of the bus and receipt of an approved invoice. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Part VI, as agreed upon. The County will endeavor to pay approved invoices within thirty (30) days of their receipt. Invoices

shall be mailed or delivered to DeKalb County Administration at 200 North Street, Sycamore, IL 60178. The total amount of compensation to the Contractor under this agreement to be paid hereunder shall be **\$331,048.00**.

5. Cooperation with County and Other Consultants. The Contractor agrees to cooperate with the County and with any other consultant retained by the County.

6. Indemnification. The Contractor shall comply with the requirements of all applicable laws, policies, rules and regulations, and shall exonerate, indemnify, and hold harmless the County, the Illinois Department of Transportation (hereafter referred to as "IDOT") and the Federal Transit Administration (hereinafter referred to as "FTA") from and against them, and shall assure full responsibility for payments of federal, state and local taxes on contributions imposed or required under the social security, worker's compensation, unemployment insurance and income tax laws.

7. Non-Performance Delay of the Contractor. The Contractor shall be liable to the County for reasonable expenses incurred by the County, including court costs, as the result of non-performance or delay by the Contractor in the performance of the services required by the terms of this Agreement. Such liability shall be limited to the extent of the non-performance or delay not caused by persons or events beyond the control of the Contractor.

8. Miscellaneous Provisions.

a. This Agreement shall be construed under and in accord with the laws of the State of Illinois, the County, and the United States of America.

b. This Agreement shall be binding upon and insure to the benefit of the parties here to and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. If in any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as invalid, illegal or unenforceable if such provision had never been contained herein.

d. This Agreement may be amended by mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement. All amendments to this Agreement must be approved by the Illinois Department of Transportation.

e. This Agreement is subject to financial assistance contracts between the County and the Illinois Department of Transportation.

9. Definitions. As used in this Agreement:

a. "FTA" means the Federal Transit Administration.

b. "USDOT" or "DOT" means the United States Department of Transportation.

- c. "IDOT" means the Illinois Department of Transportation.
- d. "VAC" means the Voluntary Action Center, the pass-through operator of the County.
- e. "County" means the County of DeKalb. The word "County" shall be considered synonymous with the word "Owner".
- f. "CFR" means Code of Federal Regulations.
- g. "U.S.C." means the United States Code.
- h. "DBE" means Disadvantaged Business Enterprise.
- i. "Government" means both the United States of America federal government and the State of Illinois state government or any of their federal or state agencies.
- j. "Contractor" or "Third Party Contractor" means a vendor, contractor, provider, or grantee paid or financed in whole or in part with federal and state assistance from this Agreement. The words "contractor", "vendor", "provider", and "grantee" are used synonymously in this Agreement.
- k. "Agreement" means this document and at times may be used synonymously with the word "Contract" in this Agreement.

10. Terms and Conditions. This Agreement is subject to the provisions in Part II, titled "Terms and Conditions" attached hereto and incorporated by reference herein.

11. Federal Clauses. This agreement is subject to the federal clauses in Part Three titled "Federal Clauses" attached hereto and incorporated by reference herein.

12. State Clauses. This agreement is subject to the state clauses in Part Four titled "State IDOT Clauses" attached hereto and incorporated by reference herein.

13. Lobbying, Nonclusion and Debarment Certifications; This agreement is subject to the lobbying, nonclusion and debarment certifications in Part Five title "Lobbying, Nonclusion and Debarment" attached hereto and incorporated by reference herein.

IN WITNESS HEREOF, the parties have hereunto set their hands and/or seals.

BY: \_\_\_\_\_  
Mark Pietrowski, Chair  
County of DeKalb

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Name of Person and Title

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Date

## **PART II TERMS AND CONDITIONS**

1. State and Federal Rules and Regulations. The Contractor will abide by all applicable federal, state and local rules and regulations governing public transportation capital assistance program operated by the Illinois Department of Transportation, Division of Public and Intermodal Transportation. The Contractor will abide by the federal clauses listed in Part Four and the State of Illinois IDOT clauses listed in Part Five of this Agreement.

2. Disadvantaged Business Enterprises. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federal assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the County and the Illinois Department of Transportation deems appropriate. Any subcontract that the Contractor signs with a subcontractor must include the assurances in this paragraph.

3. Responsibility to Read Agreement. The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire Agreement. Failure to acquaint itself with the Agreement will not be a basis for disputing any action by the County permitted by this Agreement.

4. Use of Subcontractors. The use of subcontractors to perform any portion of the work or services described in this Agreement may be allowable if prior approval is received from the County and the Illinois Department of Transportation (IDOT). All such subcontracts and/or sub-agreements shall be handled as prescribed for third-party contracts and/or agreements in accordance with IDOT rules and regulations. All requests for concurrences for subcontracts shall be submitted to the County for approval prior to submittal to the IDOT.

5. Retention of Records. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual Agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the County and the Contractor in conjunction with this Agreement.

6. Interest of Members of Congress and Prohibited Interest.

Interest of Members of Congress: No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

Prohibited Interests: No member, officer or employee of the County; member of the County Board; staff member of the Voluntary Action Center and member of the Board of Directors of the Voluntary Action Center; member of a local public body with financial interest or control in

this Agreement during their tenure or for one year thereafter shall not have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7. Right to Modify Agreement. The County reserves the right to modify this Agreement as deemed appropriate to accomplish the County's goals and reflect available funding. The County will ensure that the Contractor and any subcontractors will receive amendments in a timely manner. Any amendments or changes to this Agreement must receive prior approval from the Illinois Department of Transportation.

8. Federal Changes. The Contractor shall at all times 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 County and the Illinois Department of Transportation, as they may be amended or promulgated from time to time during the term of the city's Agreement with the Contractor. Failure to comply with this requirement will be a material breach of the Agreement between the County and the Contractor.

9. Licenses and Permits. The Contractor and all subcontractors will be appropriately licensed for the work or services required by this Agreement and all sub-agreements. The cost for all required or necessary licenses, permits and taxes are the sole responsibility of the Contractor or subcontractor.

10. Escalation Clauses. Escalation clauses are not allowed in this Agreement or any sub-agreement resulting from this Agreement.

11. Audit and Inspection of Records. The Contractor shall permit authorized representatives of the City of Macomb, the Federal Transit Administration and the State of Illinois to inspect and audit all books, documents, papers, data and records of the Contractor relating to the Contractor's performance under the Agreement.

The Contractor agrees to provide the County, the Illinois Department of Transportation, the Federal Transit Administration and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts and transcriptions in accordance with 49 CFR 18.36(i). The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The FTA does not require the inclusion of these requirements in subcontracts.

12. Assignment. Assignment of any portion of the work required under this Agreement must be approved by the DeKalb County Board and the Illinois Department of Transportation.

13. Ownership of Records. The County will retain ownership of all plans, specifications and related documents resulting from this Agreement.

14. Lobbying. The Contractor will sign appropriate and applicable certification statements in the Agreement (Part Five) that certifies that no federal appropriated funds have been or will be

paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The Contractor will also complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", if any funds other than federal appropriated funds have been or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a contract, grant, loan or cooperative agreement resulting from this Agreement.

The Contractor will include this language and certification in any subcontracts resulting from this Agreement.

15. No Government Obligation to Third Parties. The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the above clause in any subcontract financed in whole or in part with federal assistance provided by the FTA and further agrees not to modify the clause, except to identify the subcontractor who will be subject to its provisions.

16. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon the execution of this Agreement with the County, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or will cause to be made, pertaining to this Agreement or the FTA assisted project for which contract work will be performed. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 40 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.



17. Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that it or its principals as defined in 49 CFR 29.995, or affiliates as defined in 40 CFR 29.905, are not excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Contractor will comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transactions it enters into.

By signing this Agreement, the Contractor is certifying as follows: The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. Privacy Act. The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. If applicable, the Contractor agrees to obtain the express consent of the Federal Government before it or its employees operate a system of records on behalf 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. 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.

19. Termination. The following termination clauses are applicable this Agreement:

a. Termination for Convenience or Default: The County may terminate the Agreement (contract) in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligation. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County's Administrator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for the convenience of the County, the Administrator shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

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

The Contractor also has the explicit right to terminate for cause. If the County does not compensate the contractor according to the terms of this Agreement, this will present cause for termination. In addition, lack of County providing information necessary for the Contractor to complete its scope of work will also necessitate termination for cause. The Contractor will provide the County with 30 days notice if it intends to terminate for cause.

b. Opportunity to Cure: The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

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

c. Waiver of Remedies of any Breach: In the event that the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

20. Contract Breaches and Dispute Resolution. The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that results from this Agreement:

Disputes--Disputes arising in the performance of the Agreement which are not resolved by agreement of the County and the Contractor shall be decided in writing by the Administrator of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Should a general resolution not be achieved between the County and the Contractor, the Contractor can appeal to a court of competent jurisdiction or submit the dispute to a neutral arbitrator.

Performance During Dispute--Unless otherwise directed by the County, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages--Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for

whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

In no event shall the Contractor's total liability to the County and/or any of the County's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from cause or causes including, but not limited to, the Contractor's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to the Contractor under this Agreement or \$50,000, whichever is greater.

Notwithstanding any other provision of the Agreement to the contrary, neither party, including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages have been communicated.

Remedies--Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

Rights and Remedies--The duties and obligations imposed by the Agreement documents and the rights and remedies available there under 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 County or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

21. Incorporation of FTA Terms. This Agreement will include certain standard terms and conditions required by the FTA as set forth in FTA Circular 4220.1E. These standard terms and conditions, as mandated by FTA, will be deemed to control in the event of a conflict with any other provisions that may be contained in the Agreement document. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of FTA terms and conditions.

22. Prompt Payment. The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the County. The Contractor also agrees to return retainage payments, if applicable, to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

23. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Contractor's firm or to an officer of the Contractor's corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last know business address of the Contractor.

### **PART III FEDERAL CLAUSES**

1. Non-Discrimination and Equal Employment Opportunity. The Contractor agrees to comply with all applicable provisions of the Illinois Human Rights Act, as amended (775 Illinois Compiled Statutes 5), Title VI of the U.S. Civil Rights Act, as amended (42 U.S.C. Paragraph 6102), Section 202 of the Americans with Disabilities Act (42 U.S.C. Paragraph 12132), federal and state sexual harassment laws, Section 504 of the U.S. Rehabilitation Act and the rules and regulations applicable to each. The Contractor agrees to abide by applicable Federal transit laws at 49 U.S.C. Paragraph 5332, all applicable equal employment opportunity requirements of the U.S. Department of Labor (41 C.F.R. Parts 60 et seq.), and Executive Orders Number 11246 and 11375. The Illinois Human Rights Act prohibits discrimination against any employee or applicant for employment because of race, color, creed, national origin, sex, age, sexual orientation or disability. The Contractor agrees that it will comply with all applicable current Federal Transit Administration and Illinois Department of Transportation non-discrimination and equal employment opportunity rules and regulations or any such rules and regulations that may be issued during the period of this Agreement.

In the event of the Contractor's noncompliance with any provisions of this Equal Employment Opportunity Clause and 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 State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representatives 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 and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this Item in every 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 utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

8. The Contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process, including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

The following federal civil rights requirements apply to this Agreement:

Nondiscrimination--In accordance with Title VI of the Civil Rights Act, as amended, 41 U.S.C. 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6120; Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. 12132; and federal transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity--The following equal employment opportunity requirements will apply to this Agreement:

- Race, Color, Creed, National Origin, Sex--In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- Age--In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- Disabilities--In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

2. Disadvantaged Business Enterprises. This Agreement is subject to the requirements of 49 CFR 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 ten percent. DBE participation has not been established for this procurement.

The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federal assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may

result in the termination of the Agreement or such other remedy as the County and the Illinois Department of Transportation deems appropriate. Any subcontract that the Contractor signs with a subcontractor must include the assurances in this paragraph.

3. Responsibility to Read Agreement. The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire Agreement. Failure to acquaint itself with the Agreement will not be a basis for disputing any action by the County permitted by this Agreement.

4. Use of Subcontractors. The use of subcontractors to perform any portion of the work or services described in this Agreement may be allowable if prior approval is received from the City of Macomb and the Illinois Department of Transportation (IDOT). All such subcontracts and/or sub-agreements shall be handled as prescribed for third-party contracts and/or agreements by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrences for subcontracts shall be submitted to the County for approval prior to submittal to the IDOT.

5. Retention of Records. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual Agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the County and the Contractor in conjunction with this Agreement.

6. Interest of Members of Congress and Prohibited Interest.

Interest of Members of Congress: No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Prohibited Interests: No member, officer or employee of the County; member of the County Board; staff member of the Voluntary Action Center and member of the Board of Directors of the Voluntary Action Center; member of a local public body with financial interest or control in this Agreement during their tenure or for one year thereafter shall not have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7. Right to Modify Agreement. The County reserves the right to modify this Agreement as deemed appropriate to accomplish the County's goals and reflect available funding. The County will ensure that the Contractor and any subcontractors will receive amendments in a timely manner. Any amendments or changes to this Agreement must receive prior approval from the Illinois Department of Transportation.

8. Federal Changes. The Contractor shall at all times 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 County and the Illinois Department of Transportation, as they may be amended or promulgated from time to time during the term of the city's Agreement with the Contractor. Failure to comply with this requirement will be a material breach of the Agreement between the County and the Contractor.



9. Licenses and Permits. The Contractor and all subcontractors will be appropriately licensed for the work or services required by this Agreement and all sub-agreements. The cost for all required or necessary licenses, permits and taxes are the sole responsibility of the Contractor or subcontractor.

10. Escalation Clauses. Escalation clauses are not allowed in this Agreement or any sub-agreement resulting from this Agreement.

11. Audit and Inspection of Records. The Contractor shall permit authorized representatives of the County, the Federal Transit Administration and the State of Illinois to inspect and audit all books, documents, papers, data and records of the Contractor relating to the Contractor's performance under the Agreement.

The Contractor agrees to provide the County, the Illinois Department of Transportation, the Federal Transit Administration and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts and transcriptions in accordance with 49 CFR 18.36(i). The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The FTA does not require the inclusion of these requirements in subcontracts.

12. Assignment. Assignment of any portion of the work required under this Agreement must be approved by DeKalb County Board and the Illinois Department of Transportation.

13. Ownership of Records. The County will retain ownership of all plans, specifications and related documents resulting from this Agreement.

14. State and Federal Rules and Regulations Not Applicable to this Agreement.

The following state and federal rules and regulations are not applicable to this Agreement:

- Prime Contractor Participation
- Warranty of Construction
- Certified Payroll Requirements
- Project Sign Requirements
- Davis Bacon Act and Copeland Anti-Kickback Act (40 U.S.C. 3141 et seq. and 18 U.S.C. 874)
- Fly America Requirements (49 U.S.C. 40118 and 41 CFR Part 301-10)
- Charter Bus and School Bus Rules (49 U.S.C. 5323 d/f and 49 CFR Parts 604 and 605)
- Cargo Preference Rules (46 U.S.C. 1241 and 46 CFR Part 381)
- Recycled Products Requirement (42 U.S.C. 6962, 40 CFR Part 247 and Executive Order 12873)
- Contract Work Hours and Safety Standard Act Requirements (40 U.S.C. 3701 et seq.)
- Patent and Rights in Data (37 CFR Part 401 and 49 CFR Parts 18 and 19)

- Transit Employee Protective Agreements (49 U.S.C. 5310 and 5333 and 29 CFR Part 215)
- Drug and Alcohol Testing (49 U.S.C. 5331 and 49 CFR Parts 653 and 654)
- Performance Bond Requirements

The Contractor must be aware that many of the above requirements and regulations are applicable to construction contracts and must be included in bidding and contract documents prepared for the project by the Contractor.

15. Seismic Safety. The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

16. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report any violation to the County and understands and agrees that the County will, in turn, report any violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

18. Lobbying. The Contractor will sign appropriate and applicable certification statements in the Agreement (Part Four) that certifies that no federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The Contractor will also complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", if any funds other than federal appropriated funds have been or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a contract, grant, loan or cooperative agreement resulting from this Agreement.

The Contractor will include this language and certification in any subcontracts resulting from this Agreement.

19. Clean Air Requirements. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report any violation to the City of Macomb and understands and agrees that the city will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in any subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

20. No Government Obligation to Third Parties. The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the above clause in any subcontract financed in whole or in part with federal assistance provided by the FTA and further agrees not to modify the clause, except to identify the subcontractor who will be subject to its provisions.

21. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon the execution of this Agreement with the County, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or will cause to be made, pertaining to this Agreement or the FTA assisted project for which contract work will be performed. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 40 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

22. Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that it or its principals as defined in 49 CFR 29.995, or affiliates as defined in 40 CFR 29.905, are not excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Contractor will comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transactions it enters into.

By signing this Agreement, the Contractor is certifying as follows: The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. Privacy Act. The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. If applicable, the Contractor agrees to obtain the express consent of the Federal Government before it or its employees operate a system of records on behalf 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. 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.

24. Termination. The following termination clauses are applicable this Agreement:

a. Termination for Convenience or Default: The County may terminate the Agreement (contract) in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligation. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County's Administrator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for the convenience of the County, the Administrator shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

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

b. Opportunity to Cure: The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the

defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

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

c. Waiver of Remedies of any Breach: In the event that the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

25. Contract Breaches and Dispute Resolution. The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that results from this Agreement:

Disputes--Disputes arising in the performance of the Agreement which are not resolved by agreement of the County and the Contractor shall be decided in writing by the Administrator of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute--Unless otherwise directed by the County, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages--Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies--Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

Rights and Remedies--The duties and obligations imposed by the Agreement 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 County or the Contractor shall constitute a waiver of right or duty afforded any of

them under the Agreement, 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.

26. Incorporation of FTA Terms. This Agreement will include certain standard terms and conditions required by the FTA as set forth in FTA Circular 4220.1E. These standard terms and conditions, as mandated by FTA, will be deemed to control in the event of a conflict with any other provisions that may be contained in the Agreement document. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of FTA terms and conditions.

27. Insurance Requirement. As a requirement of this Agreement, the Contractor must provide evidence of Professional General Liability Insurance coverage in an amount and form acceptable to County.

28. Prompt Payment. The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the County. The Contractor also agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

29. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Contractor's firm or to an officer of the Contractor's corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last know business address of the Contractor.

30. Submittal Formats. All drawings created for this project are to be computer-generated drawings in the .dwg format and shall be provided to the County on paper and in an acceptable electronic format. The format and layering utilized shall conform to the standards endorsed by the American Institute of Architects. All specifications and other written construction contract documents shall be generated in the .doc format and shall be provided to the County on paper and in an acceptable electronic format. Any other format desired by the Contractor shall be subject to review and direction of the County.

**PART IV  
STATE CLAUSES  
IDOT TERMS AND CONDITIONS**

**Financial Assistance** This contract is subject to financial assistance contracts between the County and the Illinois Department of Transportation.

**Interest of Members of Congress** No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising there from.

**Prohibited Interests** No member, or officer, or employee of the County or a local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**Audit and Inspection of Records** The contractor shall permit the authorized representatives of the County and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

**Assignment** Assignment of any portion of the work by Subcontract must be approved in advance by the Illinois Department of Transportation and the County.

**Retention of Records** The contractor shall maintain records to show actual time devoted and cost incurred. The Contractor will maintain for a minimum of three (3) years after the completion of the contractual agreement, all books, records and supporting documents to verify the amounts, receipts, disbursements, recipients, and uses of all funds passing between the County and the Contractor in conjunction with this the Agreement.

**Ownership of Records** The County shall retain ownership of all plans, specifications, and related documents.

**Contract Changes** Any proposed change in this contract shall be submitted to the County for its prior approval and the approval of the Illinois Department of Transportation.

**Rejection of Bids** The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Illinois Department of Transportation.

**Subcontracts** The contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of any subcontractor or use any materials from the stores, of any subcontractor, with respect to this contract without the prior concurrence of the County and the Illinois Department of Transportation (IDOT). All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the County for approval prior to submittal to IDOT.

**Escalation Clauses** Escalation clauses are not allowed as part of specifications or contracts and agreements.

**E/E/O Compliance** Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

**Equal Employment Opportunity** 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 State of Illinois or any of its political subdivisions or municipal corporations, and the contract 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 contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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, sexual orientation, 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 and will recruit employees from other sources when necessary to fulfill its obligations there under.

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 ITEM 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 contract, 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 utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request."

**Government Inspection** Representatives of the County and the State of Illinois shall have access to the site of construction and shall have the right to inspect all project work.

**Performance Bond (Construction over \$100,000)** The contractor shall furnish a performance bond in an amount equal to 100 percent of his contract price.

**Insurance** The contractor and his subcontractors shall maintain Workman's Compensation, Public Liability Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the City of Macomb and the Illinois Department of Transportation. The contractor shall carry Builders' Risk Insurance, including fire and extended coverage, on 100 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect until the construction has been accepted by the County.

**Prime Contractor Participation** The prime contractor shall perform on the site, with his own staff, work equivalent to at least 10 percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction at the work site. (The County may increase this minimum amount of prime contractor participation depending upon the degree of specialization required to perform this work.)

**Warranty of Construction** For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the contractor shall warrant that work performed under the contract conforms to the contract requirements and is free of any defect of equipment,

materials or workmanship performed by the contractor or any of his subcontractors or suppliers. Under this warranty, the contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the County or the County's public transportation provider agencies.

**Certified Payrolls** The County shall obtain from the contractor and each subcontractor a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the County for compliance with state and federal labor laws, the payroll copy shall be retained at the project site for later review by the authorized representatives of the State of Illinois.

**Project Sign** The contractor shall erect and maintain signs satisfactory to the Illinois Department of Transportation identifying the project and indicating state participation.

**Termination** The following termination clauses are applicable to this Agreement:

The County may terminate the Agreement (contract) in whole or in part because of the failure of the Contractor to fulfill the contract obligation. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County's Transit Director all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

The Contractor also has the explicit right to terminate for cause. If the County does not compensate the Contractor according to the terms of this Agreement, this will present cause for termination. In addition, lack of County providing information necessary for the Contractor to complete its scope of work will also necessitate termination for cause. The Contractor will provide the County with 30 days notice if it intends to terminate for cause.

The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

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

In the event that the County elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

**Contract Breaches and Dispute Resolution** The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that result from this Agreement:

Disputes arising in the performance of the Agreement which are not resolved by agreement of the County and the Contractor shall be decided in writing by the Administrator of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Should a general resolution not be achieved between the County and the Contractor, the Contractor can appeal to a court of competent jurisdiction or submit the dispute to a neutral arbitrator.

Unless otherwise directed by the County, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

In no event shall the Contractor's total liability to the County and/or any of the County's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from cause or causes including, but not limited to, the Contractor's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to the Contractor under this Agreement or \$50,000, whichever is greater.

Notwithstanding any other provision of the Agreement to the contrary, neither party, including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

The duties and obligations imposed by the Agreement documents and the rights and remedies available there under 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 County or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**PART V**  
**CERTIFICATIONS**  
**NON-CLUSION, LOBBYING AND DEBARMENT**

### NON-COLLUSION CERTIFICATION

TO: County of DeKalb, Sycamore, IL

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal/bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer/bidder or potential proposer/bidder.
2. Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer/bidder or potential proposer/bidder on this project, and will not be so disclosed prior to proposal/bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing/bidding on this project, or to submit a proposal/bid higher than the proposal/bid of this firm, or any intentionally high or non-competitive proposal/bid or other form or complementary proposal/bid.
4. This proposal/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal/bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing/bidding or to submit a complementary proposal/bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal/bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal/bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Doing business as: ( ) Individual ( ) Partnership ( ) Corporation ( ) Other

## ANTI-LOBBYING CERTIFICATION

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



**PART VI**  
**NEW FLYER OF USA, INC. AGREEMENT WITH CONNECT TRANSIT,**  
**INVOICE, PRICE CHANGE DETAIL AND PRICE CHANGE SUMMARY**

**RESOLUTION**  
**R2017-79**

WHEREAS, the State of Illinois has provided, at ILCS 5/5-1034, that County Board may, pursuant to referendum, impose a tax not to exceed .025% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the county for the purpose of providing social services for senior citizens, and

WHEREAS, after considerable study, the DeKalb County Board did place such a proposition before the voters of DeKalb County in April of 1997, and

WHEREAS, a majority of those voter did approve the tax in that elections, and

WHEREAS, the DeKalb County Board, did, in October of 1996, provide that its public policy objective would be to appropriate funds to prevent the premature and/or unnecessary institutionalization of elderly residents, and

WHEREAS, oversight responsibility for soliciting, evaluation, and making recommendations on such bids was transferred to the Health and Human Services Committee with staff support supplied by the Community Action Department, and

WHEREAS, the Committee and staff did solicit said applications, did receive, review and evaluate said applications, and did conduct interviews of said applicants, and that having done so, the Health and Human Services Committee did then recommend that funds be made available to purchase services from the following agencies in the following amounts for the period beginning July 1, 2017 and ending June 30, 2018:

|                                   |                  |
|-----------------------------------|------------------|
| Barb City Manor                   | \$ 10,000        |
| Elder Care Services               | \$ 63,000        |
| Family Service Agency             | \$ 58,800        |
| Fox Valley Older Adult Services   | \$ 61,500        |
| Hope Haven of DeKalb County, Inc. | \$ 15,400        |
| Kishwaukee Family YMCA            | \$ 2,000         |
| Opportunity House, Inc.           | \$ 26,500        |
| Prairie State Legal Services      | \$ 3,200         |
| Voluntary Action Center           | <u>\$182,600</u> |


|                         |           |
|-------------------------|-----------|
| Total Amount Allocated: | \$423,000 |
|-------------------------|-----------|

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does approve the recommendation of the Health and Human Services Committee and agrees to purchase services from these agencies in amounts not exceeding those listed above.

BE IT FUTHER RESOLVED that the DeKalb County Board does direct the Community Action Department to create written agreements with those agencies specifying the services to be purchased and unit amounts to be paid, and authorizes the Chairman of the Board to execute those agreements.


PASSED AT SYCAMORE, ILLINOIS, THIS 19TH DAY OF APRIL, 2017 A.D.

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
DeKalb County Board Chairman

**RESOLUTION  
R2017-80**

WHEREAS, on November 16, 2016 the Operating Board of the Rehab & Nursing Center expressed a commitment to move forward with an expansion of their current facility, and

WHEREAS, such expansion will necessitate the eventual issuance of about \$13,000,000 of debt to fund the anticipated \$15,000,000 project and said debt will be retired over the years by Rehab & Nursing Center operating revenues and not by property taxes, and

WHEREAS, the County Board is the legal authority that can issue building bonds on behalf of the Rehab & Nursing Center, and

WHEREAS, the Finance Committee has reviewed the expansion topic on behalf of the County Board and has concluded that if the County Board were to issue debt for this project, the Finance Committee would like to see the project managed by an over-sight authority who has expertise working with construction projects so that the likelihood of the project being completed within the monies allotted and in compliance with construction standards is maximized, and

WHEREAS, the Finance Committee has noted that the DeKalb County Public Building Commission is currently over-seeing the Jail Expansion project and that this project has benefitted by the expertise of the Commission, and

WHEREAS, the Finance Committee now recommends that the Public Building Commission should be charged with the responsibility for acting as the County Board's over-sight for the expansion project, and

WHEREAS, on April 11, 2017 the Public Building Commission agreed to accept the Rehab & Nursing Center Expansion project as a project that they would manage and oversee on behalf of the DeKalb County Board and the Operating Board of the Rehab & Nursing Center;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the DeKalb County Public Building Commission is hereby granted full authority to manage the Rehab & Nursing Center Expansion Project, anticipated to happen in the years 2017 - 2019, except that the issuance of debt is expressly reserved for action by the DeKalb County Board.

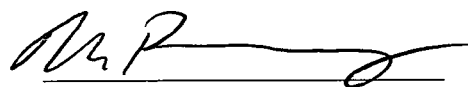
PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman

## RESOLUTION R2017-81

### A RESOLUTION CERTIFYING IMRF PARTICIPATION FOR QUALIFIED ELECTED OFFICIALS OF DEKALB COUNTY GOVERNMENT

WHEREAS, the Board of Trustees of the Illinois Municipal Retirement Fund (IMRF) exercised authority granted to them by the State of Illinois and passed Resolution 2017-02-13 which mandated that County Boards throughout the State of Illinois must pass a resolution every two years stipulating which elected offices of County Government qualify for eligibility for the IMRF pension program or if such a resolution is not passed, those elected office-holders would not be eligible for IMRF participation; and

WHEREAS, the DeKalb County Board had passed a resolution which stipulated that all employees hired on or after December 1, 1993 would be subject to the 1,000 hour standard for qualifying for the IMRF pension program while noting that previous to that date all employees were subject to the 600 hour standard for qualifying for the IMRF pension program; and

WHEREAS, it is recognized that employees of DeKalb County Government who began work on a date which would indicate a 1,000 hour threshold for qualifying for the IMRF pension program may actually qualify at the 600 hour standard if they were previously employed by DeKalb County Government while the 600 hour standard was in effect for DeKalb County Government; and

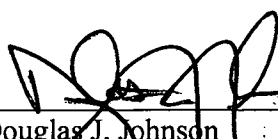
WHEREAS, the DeKalb County Board notes that while IMRF has mandated that they stipulate which elected offices of DeKalb County Government qualify for eligibility for the IMRF pension program, the County Board, with caution to the Board of Trustees of IMRF, notes that the County Board and its administrative staff, have no authority or responsibility to monitor or enforce what hours an elected office-holder actually works, as case law within the State of Illinois has made clear that elected office-holders have independent authority, and independent responsibility, for the operation of the office to which they were elected by the voters of DeKalb County;

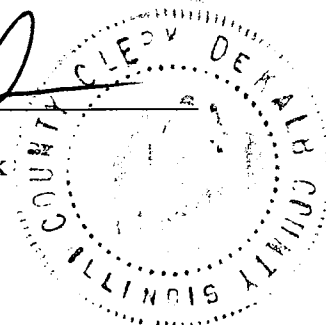
NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board, in compliance with the mandate of the Board of Trustees of IMRF, that the elected offices of Circuit Clerk, Coroner, County Clerk & Recorder, Sheriff, State's Attorney, and Treasurer continue to be qualified, as they have been since 1945, for the IMRF pension program, based purely on the reasonable assumption that 1,000 hours per year, or more, would be needed to fulfill the responsibilities of those offices as set forth by the State of Illinois.


PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

  
Douglas J. Johnson  
DeKalb County Clerk



  
Mark Pietrowski, Jr.  
County Board Chairman

**ORDINANCE NO. O2017-04**  
**AN ORDINANCE ADDRESSING THE PAYMENT OF CABLE**  
**TELEVISION FRANCHISE FEES IN DEKALB COUNTY, ILLINOIS**

WHEREAS, Mediacom Illinois LLC operates a cable television system providing cable television services to households in the unincorporated parts of DeKalb County, Illinois authorized under an Authorization to Offer Cable or Video Services granted by the Illinois Commerce Commission on XXX pursuant to 220 ILL. COMP. STAT. 5/21-401; and

WHEREAS, 220 ILL. COMP. STAT. 5/21-801 permits the County to collect service provider fees from a cable operator operating within the unincorporated parts of the County pursuant to a state authorization; and

WHEREAS, the County hereby adopts this Ordinance in order to collect service provider fees from Mediacom Illinois LLC.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD**  
**OF DEKALB COUNTY, ILLINOIS AS FOLLOWS:**

SECTION ONE. Mediacom Illinois LLC shall pay an annual service provider fee to the County in an amount equal to 5% of annual gross revenues derived from the provision of cable or video service to households located within unincorporated parts of DeKalb County. The twelve (12) month period for the computation of the service provider fee shall be a calendar year.

SECTION TWO. The service provider fee payment shall be due quarterly and payable within 45 days after the close of the quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. If mailed, the fee shall be considered paid on the date it is postmarked.

SECTION THREE. For purposes of the calculation of the service provider fee, “gross revenues” shall mean consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by Mediacom Illinois LLC for the operation of its cable system to provide cable or video service within the County, including the following: (i) recurring charges for cable service or video service; (ii) event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges; (iii) rental of set-top boxes and other cable service or video service equipment; (iv) service charges related to the provision of cable service or video service, including, but not limited to, activation, installation, and repair charges; (v) administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges; and (vi) late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.

SECTION FOUR. For purposes of the calculation of the service provider fee, “gross revenues” shall not include: (i) revenues not actually received, even if billed, such as bad debt; (ii) the service provider fee or any tax, fee or assessment of general applicability; (iii) any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunications services, voice over internet protocol (VoIP) services, information services, the provision of directory or Internet advertising, or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders; (iv) security deposits collected from subscribers, or (v) any amounts paid by subscribers to “home shopping” or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

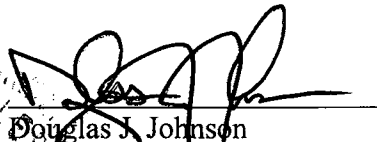
SECTION FIVE. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION SIX. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

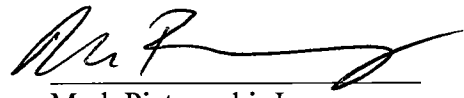
SECTION SEVEN. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

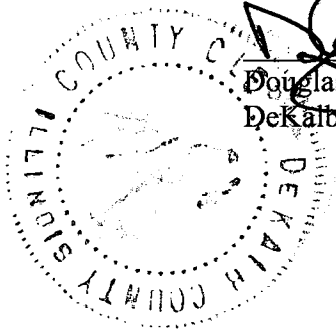
PASSED THIS 19TH DAY OF APRIL, 2017 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk

SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman



**DEKALB COUNTY  
FOREST PRESERVE DISTRICT  
April 19, 2017**

**AGENDA**

1. Roll Call
2. Approval of Minutes
3. Approval of Agenda
4. Persons to be Heard from the Floor
5. Standing Committee Reports:
  - a. **Resolution FP-R2017-05:** Travel Regulations Policy. *The DeKalb County Forest Preserve District Commissioners hereby approve the Travel Policy dated April 19, 2017, regulating the reimbursement of all travel, meal, and lodging expense of its officers and employees and shall be in full force and effect from and after its passage. Committee Action: moved unanimously.*
  - b. **Claims to be Paid in April 2017:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, including all claims for travel, meals, and lodging, in the amount of \$XXX.
6. Old Business
7. New Business
8. Adjournment

**RESOLUTION  
FP-R2017-05**

**A RESOLUTION REGULATING THE REIMBURSEMENT OF ALL  
TRAVEL, MEAL, AND LODGING EXPENSES OF OFFICERS AND  
EMPLOYEES OF THE DEKALB FOREST PRESERVE DISTRICT**

**WHEREAS**, the DeKalb County Forest Preserve District is a non-home rule unit of local government; and

**WHEREAS**, the Local Government Travel Expense Control Act, Public Act 99-0604, requires all non-home rule local public agencies to regulate, by Ordinance or Resolution, the reimbursement of all travel, meal, and lodging expenses of their officers and employees by the effective date of January 1, 2017; and

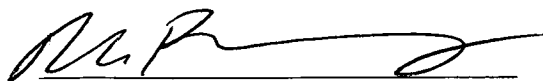
**WHEREAS**, on and after June 29, 2017, no travel, meal, or lodging expense shall be approved or paid by a local public agency unless regulations have been adopted under Public Act 99-0604; and

**WHEREAS**, the DeKalb County Forest Preserve Committee has reviewed the attached Travel Policy and has determined that it complies with the Act;

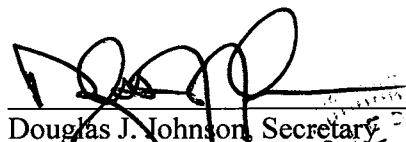
**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Forest Preserve District Commissioners that the attached Travel Policy dated April 19, 2017, regulating the reimbursement of all travel, meal, and lodging expenses of its officers and employees is hereby adopted and shall be in full force and effect from and after its passage.

**PASSED AT SYCAMORE, ILLINOIS, THIS 19TH DAY OF APRIL, 2017, A.D.**

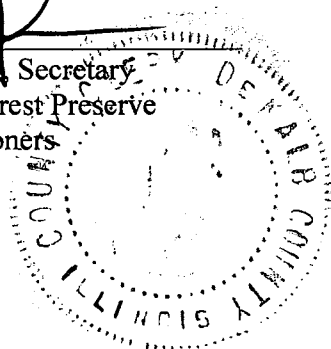
ATTEST:



Mark Pietrowski, Jr., President  
DeKalb County Forest Preserve  
District Commissioners



Douglas J. Johnson, Secretary  
DeKalb County Forest Preserve  
District Commissioners





# **DEKALB COUNTY FOREST PRESERVE DISTRICT TRAVEL POLICY**

(April 19, 2017)

## **A. State Statute**

The Local Government Travel Expense Control Act (Public Act 99-604) requires that the DeKalb County Forest Preserve District adopt a Resolution related to the approval of travel expenses and meal purchases. The law provides that the District regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees.

## **B. Policy Statement**

It is the policy of the DeKalb County Forest Preserve District to pay on behalf of or to reimburse its employees and officers, within established budget restraints, for all reasonable expenses related to travel or meetings which are deemed to be necessary and beneficial to the DeKalb County Forest Preserve District. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds.

“Travel” means any expenditure directly incident to official travel by employees and officers of the DeKalb County Forest Preserve District or by wards or charges of the District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

## **C. Authorized Types of Official Business**

Travel, meal, and lodging expenses will be reimbursed to employees and officers of the District only for purposes of official business conducted on behalf of the District. These include but are not limited to:

1. Training and professional development associated with the individual’s function at the District.
2. Professional association meetings related to the individual’s function at the District.
3. Business meetings associated with functions related to the individual’s function at the District.
4. Site visits to current or potential vendors of the District or associated with current or future District projects.
5. Site visits and client meetings associated with the performance of the individual’s function at the District.
6. Transportation of persons in the District's custody.
7. Enforcement activities and investigative efforts undertaken in connection with the individual’s function at the District.
8. Transportation of District equipment.
9. Travel between District facilities and offices as authorized by the Superintendent.
10. Marketing and promotion of locations in the District.
11. Other travel as authorized by the District President or Superintendent in compliance with District regulations.

#### **D. Maximum Allowable Reimbursement for Travel Expenses**

1. Mileage – The maximum allowable expense is the privately owned vehicle mileage reimbursement rate as determined by the United States General Services Administration (GSA). This rate is adjusted periodically and the current and historical rates are available via the GSA website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). Rate changes will become effective on the same date as the GSA rate change.
2. Meals and Incidentals
  - a. For overnight travel, the maximum allowable expense is 100% of the meals and incidental per diem determined by the GSA for the geographic region. This rate is adjusted periodically and the current and historical rates are available via the GSA website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). The amount determined as of January 1<sup>st</sup> of each year shall remain in effect for the entire calendar year.
  - b. For overnight travel, the maximum allowable expense for meals is limited in the total amount for all days of travel combined and not by each individual day or each individual meal per day, with the allocation of the total combined per diem for meals amongst days and amongst meals within a day being left to the discretion of the employee or officer, provided that the total combined per diem for all meals for all days of the travel event is not exceeded.
  - c. For same day travel or partial day travel where all three meals are not reimbursable, the maximum allowable expense per meal is:
    - i. Breakfast (leave home before 7:00 a.m.)
      - 25% of the overnight travel per diem total
    - ii. Lunch (away from workplace between 11:00 a.m. and 2:00 p.m.)
      - 25% of the overnight travel per diem total
    - iii. Dinner (arrive home after 6:00 p.m.)
      - 50% of the overnight travel per diem total
  - d. Taxes are included in the maximum amounts listed above and will not be reimbursed separately.
  - e. Reasonable gratuities (not to exceed 20%) may be included as part of the cost of the meal but, if included, the total cost of the meal plus applicable taxes plus the gratuity cannot exceed the maximum amounts established above.

- f. There will be no reimbursement for alcoholic beverages of any kind except for the limited exception described in Paragraph D(5) below.
  - g. Incidental expenses include fees and tips given to porters, baggage carriers, and hotel staff.
- 3. Lodging – For overnight travel, the maximum allowable expense is 100% of the lodging per diem as determined by the GSA for the geographic region of the overnight stay. This rate is adjusted periodically and the current and historical rates are available via the GSA website: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). The amount determined as of January 1<sup>st</sup> of each year shall remain in effect for the entire calendar year.

The foregoing limitation does not apply to conference lodging charges at or near the conference hotel when approved by the Superintendent. In such cases, the group rate negotiated for conference attendees shall be the maximum allowable expense provided that confirmation of the published group rate (i.e. lodging rate page from conference brochure, organization's website, etc.) is attached to the Travel Expense Report submitted for the travel event.

Lodging taxes (i.e. hotel tax, room tax, etc.) are not included in the GSA lodging per diem rates and will be reimbursed at the same tax rate in addition to the maximum lodging per diem rate specified above.

Tips for hotel staff are not included in the GSA lodging per diem rates but are included as part of the meals and incidentals per diem described in Paragraph D(2) above and will be reimbursed subject to the per diem limitations of that paragraph.

- 4. Mode of Travel - The mode of travel shall be identified when making a request to travel. The factors of distance, expense, convenience, and travel time shall be taken into account when selecting the mode of travel. Transportation should be arranged in the most reasonable and economical manner. For example, if air travel is more economical than driving (mileage, meals, lodging, etc.), the District will reimburse only for the cost of the air fare.
- 5. Stays at Private Residences – For overnight travel, individuals may opt to stay in the private residence of friends or relatives if they so desire. In such incidences, the District will not pay a lodging fee; however, the employee or officer can be reimbursed for a small gift given in appreciation for the hospitality and cost savings, provided the value of the gift does not exceed twenty-five dollars (\$25) per stay. For purposes of this paragraph only, a limited exception to the prohibition of reimbursement for alcoholic beverages is allowed if prepackaged alcohol is given as the gift for the stay. A receipt for the cost of the gift is required. All overnight stays must be necessary for the business trip and not done for the convenience of the individual.

#### **E. Standardized Reimbursement Form**

In accordance with Public Act 99-604, the DeKalb County Forest Preserve District has created a standardized form for submission of travel, meal, and lodging expenses. The Travel Expense Report will be maintained and updated by the Superintendent as rates change or other modifications are required. The current version of the Travel Expense Report is available on the “Finance Office – Forms & Publications – Internal Forms” page of DeKalb County’s website at [www.dekalbcounty.org](http://www.dekalbcounty.org).

#### **F. Expenses Exceeding the Maximum Allowable Reimbursement**

Travel, meal, and lodging expenses that exceed the maximum allowable reimbursement amount as stated in this policy because of emergency or other extraordinary circumstances, must be approved by the DeKalb County Forest Preserve District Commissioners via a roll call vote either before or after the travel occurs.

#### **G. District Commissioner Expenses / Reimbursement**

Travel, meal, and lodging expenses that are submitted by or on behalf of a member of the governing board, must be approved by the DeKalb County Forest Preserve District Commissioners via a roll call vote either before or after the travel occurs.

#### **H. Receipts & Required Documentation**

Approval of reimbursement may only occur after specified documentation has been submitted in compliance with this policy and accounts payable procedures.

Required documentation includes: (a) receipts for the cost of travel, meals, or lodging if the expenses have already been incurred, or the estimated cost of travel, meals, or lodging for travel advances if the expenses have not yet been incurred; (b) the name, job title, and department of the individual requesting the reimbursement; (c) the date(s) of travel; and (d) a description of the nature of the official business with supporting documentation (agenda, itinerary, brochure, etc.) as necessary to validate the travel.

Receipts are required for all travel, meal, and lodging expenses, and the per diem amounts referenced earlier are for purposes of establishing maximum allowable amounts only. Any excess funds remaining from travel advances upon returning from travel, must be reimbursed to the District.

#### **L. Approval by the District Commissioners**

Approval by the DeKalb County Forest Preserve District Commissioners may occur either before or after the travel occurs. Travel advances can be made at the sole discretion of the Treasurer and, if approved, must be reconciled with actual expenses within five (5) business days after returning from the travel event, with any balance due to either the District or the individual documented and processed accordingly.

**J. Entertainment Expenses Prohibited**

Public Act 99-604 prohibits reimbursing entertainment expenses for all local public agencies. “Entertainment” is defined to include shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

**K. Freedom of Information Act Applicability**

All documentation submitted as proof for reimbursement shall be subject to disclosure under the Freedom of Information Act.

**L. Effective Dates**

This policy must be approved by Resolution by the DeKalb County Forest Preserve District Commissioners prior to June 29, 2017. If the policy is not approved, no travel, meal, or lodging expenses will be permitted to be paid. Beginning March 1, 2017, all travel, meal, and lodging expenses that exceed the maximum allowable reimbursement as stated in this policy, or any expenses submitted by a member of the governing board, must be approved by a roll call vote.



## 2017 DEKALB COUNTY FOREST PRESERVE DISTRICT TRAVEL EXPENSE REPORT

Maximum Allowable Per Diem Rates Available at: [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)

| <b>Name:</b>                         |                     |                                             |  |  | <b>Job Title:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------|---------------------|---------------------------------------------|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---------------|------------|---------------------|--------|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>Check One:</b>                    |                     | Estimated Costs _____ or Actual Costs _____ |  |  | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     | <b>Reason for Travel / Destination:</b>     |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>EXPENSES</b>                      | <b>DATE:</b>        |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  | <b>TOTALS</b> |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. Auto Mileage                      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>x 2017 Mileage Rate (\$0.535)</b> |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. Lodging Costs                     |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. Meals: Breakfast                  |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| Lunch                                |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| Dinner                               |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. Air Fare                          |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. Rental Car                        |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. Other Transportation (Taxi/Train) |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. Tolls                             |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 8. Parking                           |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 9. Fuel                              |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 10. Telephone                        |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 11. Other (Describe in Comments)     |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| 12. Total Reimbursable Expenses      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>COMMENTS:</b>                     |                     |                                             |  |  | 13. <b>Less</b> Travel Advance Received, if any<br>14. Amount Due Employee<br>15. Amount Due DeKalb County FP District<br>16. <b>Budget Line Items to be Charged</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Department</th> <th style="width: 40%;">Account / Line Item</th> <th style="width: 30%;">Amount</th> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table> |  |  |  |               | Department | Account / Line Item | Amount |  |  |  |  |  |  |  |  |  |  |  |  |
| Department                           | Account / Line Item | Amount                                      |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     |                                             |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |
|                                      |                     |                                             |  |  | 17. <b>TOTAL CHARGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |               |            |                     |        |  |  |  |  |  |  |  |  |  |  |  |  |

**I certify that the foregoing expenses were incurred in connection with official DeKalb County Forest Preserve District business and that no other reimbursement has been or will be received.**

\_\_\_\_\_/\_\_\_\_\_  
Employee's / Officer's Signature      Date

**Note 1: Expenses incurred must have receipts attached to this form!**

\_\_\_\_\_/\_\_\_\_\_  
Department Head's Signature      Date

**Note 2: Line 17-Total Charges must equal Line 14-Amount Due!**

(a) Estimated costs must be reconciled to actual costs within five (5) days of completing travel.

(b) Please submit claim.

(c) Please submit cash or check for amount due.  
(Check # \_\_\_\_\_)