

SFY 2007 Regional Planning Board PL Contract:  
Agreement

Agenda Item #

19

County Administration  
Central Services (2) cert.  
Transportation (2) cert.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
ADJOURNED REGULAR JUNE, A.D. 2006 SESSION  
JULY 11, A.D. 2006

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial & Administrative Committee present herewith a resolution providing for the receipt of the State Fiscal Year 2007 reimbursement from the Regional Planning Board to the Lake County Division of Transportation of federal highway planning assistance funds which flow through IDOT.

WE RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay
<u>Sharon O'Kelly</u> Chair	✓	_____
<u>Daryl S. [Signature]</u> Vice-Chair	✓	_____
<u>Diana [Signature]</u>	_____	_____
<u>Judy Cole</u>	✓	_____
<u>Ann Flagg [Signature]</u>	✓	_____
<u>Ann B. Manser</u>	_____	_____

Public Works and Transportation Committee

	Aye	Nay
<u>[Signature]</u> Chair	_____	X
<u>[Signature]</u> Vice-Chair	_____	_____
<u>Ann Flagg [Signature]</u>	✓	_____
<u>Robert Sabon</u>	_____	_____
<u>Carol Calabrese</u>	✓	_____
<u>[Signature]</u>	_____	_____

Financial and Administrative Committee

## **RESOLUTION**

**WHEREAS**, Section 104 of Chapter 1 of Subpart A of Title 23, United States Code, has authorized through the State of Illinois, Metropolitan Planning Funds, hereinafter referred to as "PL" funds to carry out Section 134 of Chapter 1 of Subpart A of Title 23, United States Code; and

**WHEREAS**, the State of Illinois makes this funding available to the Regional Planning Board for carrying out the responsibilities under Section 134 of Title 23, United States Code through the Chicago Area Transportation Study (*CATS*) Policy Committee as the region's designated Metropolitan Planning Organization (*MPO*) ; and

**WHEREAS**, the Regional Planning Board has determined a need for subregional transportation planning activities and has allocated "PL" funds to the Lake County CATS Council of Mayors to be utilized under the direction of the Lake County Council CATS of Mayors to perform said planning activities; and

**WHEREAS**, the Lake County CATS Council of Mayors and Lake County have determined that it is in their best interests to mutually cooperate in the coordination of transportation planning activities in Lake County; and

**WHEREAS**, the Lake County CATS Council of Mayors has processed a resolution agreeing to re-allocate their "PL" funds to the Lake County Division of Transportation to retain a transportation planning professional to carry out various transportation planning tasks; and

**WHEREAS**, Lake County must enter into a grant agreement with the Regional Planning Board to receive "PL" funds to provide said various transportation planning activities.

**WHEREAS**, Lake County must enter into a Memorandum of Agreement among the State of Illinois, acting by and through its Department of Transportation, the Chicago Area Transportation Study (*CATS*), the CATS Council of Mayors Executive Committee, and the CATS Lake County Council of Mayors to receive "PL" funds to provide various transportation planning activities.

**WHEREAS**, the Regional Planning Board and Lake County are now desirous of entering into a Grant Agreement, stating the terms and conditions by which Lake County will provide transportation planning activities for the Lake County CATS Council of Mayors.

**NOW, THEREFORE BE IT RESOLVED** by this County Board, that the Chair of the County Board, the County Clerk, and the County Engineer be authorized and are hereby directed, to execute a "PL" grant agreement and any future revisions thereto with the Regional Planning Board, providing that in the opinion of the Public Works and Transportation Committee, said "PL" grant agreement, or revised "PL" grant agreement, as the case may be, in its final form substantially conform to the draft attached hereto. The County Engineer shall transmit in writing the final "PL" grant agreement and/or revised "PL" grant agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**BE IT FURTHER RESOLVED** by this County Board of Lake County Illinois, that the Chair of the County Board, the County Clerk, and the County Engineer be authorized and are hereby directed, to execute a Memorandum of Agreement and any future revisions thereto among Lake County, acting by and through its Division of Transportation, Illinois Department of Transportation, the Chicago Area Transportation Study, the CATS Council of Mayors Executive Committee, and the Lake County CATS Council of Mayors providing in the opinion of the Public Works and Transportation Committee, if necessary, said Memorandum of Agreement and/or revised Memorandum of Agreement, as the case may be, in their final form substantially conform to the draft attached hereto. The County Engineer shall transmit in writing the final Memorandum of Agreement and/or revised Memorandum of Agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**BE IT FURTHER RESOLVED** that said "PL" Contracts and Memorandum of Agreements be administered in accordance with Section 5-205.2 of the Illinois Highway Code without further Board action.

Dated at Waukegan, Illinois  
this 11<sup>th</sup> day of July 2006

## **FY 2007 Memorandum of Agreement**

**Between  
The State of Illinois  
acting by and through its  
Department of Transportation,  
Lake County,  
The Lake Region of the  
CATS Council of Mayors,  
and the  
Chicago Area Transportation Study**

This MEMORANDUM OF AGREEMENT is entered into as of the 1st day of July, 2006 between the State of Illinois, acting by and through its Department of Transportation, herein after referred to as the DEPARTMENT; Lake County, hereinafter referred to as CONTRACTOR; Lake Region of the CATS Council of Mayors, hereinafter referred to as the REGION; and the Chicago Area Transportation STUDY, hereinafter referred to as the STUDY.

This MEMORANDUM OF AGREEMENT supplements and clarifies information in the standard IDOT contract. The AGREEMENT is intended to strengthen the relationship between the STUDY, the CONTRACTOR and the PERSONNEL. The AGREEMENT unifies the eleven councils in regard to administrative functions related to the contract and the SCOPE OF SERVICES.

WITNESSETH THAT:

WHEREAS, the DEPARTMENT is mandated by law to develop transportation plans and programs in cooperation with federal, state and local agencies; and

WHEREAS, Section 104(f) of Title 23 U.S.C. has authorized through the State of Illinois, Metropolitan Planning Funds, hereinafter referred to as PL Funds, to carry out Section 134 of Title 23 U.S.C.; and

WHEREAS, the State of Illinois shall make this funding available to the metropolitan planning organization responsible for carrying out the responsibilities under Section 134 of Title 23 U.S.C., Sections 1602, 1604 and 1607 of Title 49 U.S.C.; and

WHEREAS, the Governor of the State of Illinois has designated the STUDY as the Metropolitan Planning Organization for the Urbanized areas of Northeastern Illinois; and

WHEREAS, the STUDY has allocated \$67,180.24 in federal PL Funds (\$83,975.31 including the required local match of \$16,795.06) for the one year period ending June 30, 2007 to the Region through the Unified Work Program, for the cost of providing staff assistance to local officials and to undertake activities in support of transportation planning, programming and management, and review in the REGION.

**DRAFT**

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The STUDY requests the DEPARTMENT and the DEPARTMENT hereby agrees to enter into an INTERGOVERNMENTAL AGREEMENT for planning services between THE STATE OF ILLINOIS acting by and through its DEPARTMENT OF TRANSPORTATION, and the CONTRACTOR for the purpose of providing staff assistance and to undertake specific activities outlined in PART 5 - SCOPE OF SERVICES/RESPONSIBILITIES, which is attached to and made part of the INTERGOVERNMENTAL AGREEMENT. Subsequent to the execution of an INTERGOVERNMENTAL AGREEMENT for planning services between the DEPARTMENT and the CONTRACTOR, a copy of said INTERGOVERNMENTAL AGREEMENT for planning services shall be provided to the undersigned parties to this MEMORANDUM OF AGREEMENT.
2. For purposes of developing the INTERGOVERNMENTAL AGREEMENT – the CONTRACTOR shall submit to the STUDY: the line item budget for the REGION, *Derivation of Effective Hourly Rate* forms for all staff under the INTERGOVERNMENTAL AGREEMENT, current organizational chart, resumes of staff people under the INTERGOVERNMENTAL AGREEMENT, copy of CONTRACTOR'S travel policy (if a policy other than IDOT's travel policy is enforce), resolution of the REGION's approval of the Planning Liaison Scope of Services and budget. The STUDY will verify submittal for completeness and accuracy and forward to the DEPARTMENT.
3. The CONTRACTOR will submit to the STUDY: documentation of any changes to: the personnel, effective hourly rates, maximum hours per person, and maximum expenditure per budget category including: the effective date and approval date of said changes. In addition, changes to parameters specified in the INTERGOVERNMENTAL AGREEMENT are subject to DEPARTMENT Amendment procedures.
4. The CONTRACTOR shall provide the required local matching share of the PL expenditures in funds and services to cover the cost of the work included in the INTERGOVERNMENTAL AGREEMENT for planning services.
5. The CONTRACTOR shall employ qualified personnel, hereinafter referred to as PERSONNEL; to undertake the activities outlined in the SCOPE OF SERVICES. The CONTRACTOR will utilize procedures recognized by the STUDY for hiring of PERSONNEL, including: a) a selection process as outlined in the INTERGOVERNMENTAL AGREEMENT between the DEPARTMENT and the CONTRACTOR b) complete documentation of the steps leading to the selection of the PERSONNEL.
6. The CONTRACTOR shall submit to the STUDY monthly invoices within 120 days of the end of each month. Invoice submittals shall be based on: the latest *Effective Hourly Rates* submitted to the STUDY, multiplied by the hours worked on eligible activities; and upon eligible expenses incurred by the contractor during the subject month. The CONTRACTOR will submit such back up documentation as required by the STUDY, including timesheets indicating eligible hours worked and leave time (sick, holiday, vacation, etc), receipts for eligible expenditures, and updates to the expenditure spreadsheet. Calculations of staff time, and direct and indirect costs shall track directly to the signed invoice voucher. Signatures of the staff performing the activities are required on timesheets verifying which hours are eligible for reimbursement. Also the

following statement is required on the Invoice Voucher: *"I certify that costs claimed have been incurred for the purposes specified in the FY 07 COM PL Agreement"* and shall be followed by the signature of the person in the local agency or conference who is authorized to make such assurances. All of the monthly invoices for the contract year are subject to year-end deadlines as outlined in the INTERGOVERNMENTAL AGREEMENT, as well.

7. The STUDY shall review said monthly invoices and back up documentation for accuracy, completeness and conformance to the INTERGOVERNMENTAL AGREEMENT and budget information on file. The STUDY will contact the CONTRACTOR if there are deficiencies. If all documents are in order, the STUDY will approve the invoice and forward it to the DEPARTMENT for processing of the reimbursement to the CONTRACTOR.
8. The PERSONNEL shall attend and provide an oral report on monthly progress at each planning liaison meeting.
9. The CONTRACTOR shall submit an annual report in the format provided by the STUDY and it shall be due within one month of the last day of the contract.
10. The CONTRACTOR will be liable for fulfillment of the SCOPE OF SERVICES. The STUDY will notify the CONTRACTOR in a timely manner of any deficiencies of the PERSONNEL regarding completion of required activities and other related PERSONNEL issues. The STUDY reserves the right to decline a contract with deficient PERSONNEL.
11. The STUDY will schedule and conduct an annual review of the program and the services provided by the PERSONNEL. Meeting participants will include but are not limited to the STUDY, the CONTRACTOR, the DEPARTMENT, the council's Executive Committee representatives, the PERSONNEL and other supervisors as deemed appropriate.

IN WITNESS WHEREOF, the DEPARTMENT, CONTRACTOR, REGION and STUDY have caused this MEMORANDUM OF AGREEMENT to be executed on the day and year first above written.

ATTEST:

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Director  
Illinois Department of Transportation  
Office of Planning and Programming

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Executive Director  
Chicago Area Transportation Study

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Authorized Representative  
Lake County

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Chairman  
Lake Region of the  
CATS Council of Mayors

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Chairman  
Executive Committee of the CATS Council of Mayors

# regional planning board

233 South Wacker Drive ♦ Suite 800, Sears Tower ♦ Chicago, IL 60606 ♦ 312-454-0400 (voice) ♦ 312-454-0411 (fax)

## Grant Agreement

This agreement is by and between

### **Lake County, Illinois**

600 W. Winchester Road, Libertyville IL 60048

hereinafter called the GRANTEE, for the Lake County Council of Mayors, and the Regional Planning Board, hereinafter called the BOARD.

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Part A	General Conditions of Approval
Part B	Federal Conditions of Approval
Part C	Compensation/Term of Agreement
Part D	Scope of Work/Responsibilities

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#### **A. General Conditions of Approval**

The following are general conditions of approval and procedural guidelines to which all projects are subject. Signators of this Agreement certify that these conditions and procedures and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1. **Laws of Illinois.** This grant shall be governed in all respects by the laws of the state of Illinois.
2. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.
  - a. Solicitation of offers shall include a description of the technical requirements for the product or service to be procured.
  - b. Awards shall be made only to responsible bidders that can meet the preceding requirements.
  - c. Small purchase procedures, which consist of obtaining price or rate quotations from an adequate number of qualified resources, may be used for products or services having a total value of not more than \$10,000.
  - d. Formal advertising procedures shall be used for products having a total value of more than \$10,000. An Invitation for bids, with item specifications and supplier requirements, shall be publicly advertised. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest; unless that bid is rejected when there are sound documented business reasons in the best interest of the project.
  - e. Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The Request for Proposal shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring part, price and other factors considered. Unsuccessful offerors should be notified promptly. The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this GRANT in performing such contract, and that the contract is subject to the terms and conditions of this GRANT.
  - f. Non-competitive negotiation, the procurement through solicitation of a proposal from only one source, is allowed only if the products or services are available only from a single source; the BOARD authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate.
  - g. The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement selection of contract type, contractor selection or rejection, and basis for the cost or price.
  - h. No BOARD employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
3. **Consultant Contracts.** After a consultant is selected in accordance with the requirements as detailed herein, the consultant contract shall be submitted to the BOARD for approval prior to execution.
4. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because the BOARD is responsible for obtaining federal reimbursement for project expenditures, it is necessary that The BOARD monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:
  - a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation Section on the final page.

Any invoices/bills issued by the GRANTEE to the BOARD pursuant to this Grant shall be sent to the following address:

Regional Planning Board  
Suite 800  
233 South Wacker  
Chicago, Illinois 60606  
Attn: Joy Schaad

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

- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to the BOARD no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the BOARD shall not be obligated to make payment to GRANTEE on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. The BOARD will send all payments to the GRANTEE's remittance address listed in this Agreement.
5. **Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both the BOARD or by the Federal government. This grant authorizes the GRANTEE to spend no more than the limit of compensation as identified on Page 11. The GRANTEE is required to provide a 20 percent local match.
6. **Cost Category Transfer Request.** Approval from the BOARD is required for all transfers among appropriated cost categories. BOARD approval is required for transfers among allocated cost categories. To secure approval, a GRANTEE must submit a written request to the BOARD detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.
7. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by the BOARD.
8. **Alteration or Termination.** All alterations shall be authorized in writing by the BOARD and shall become part of the grant. This Grant may be terminated by either party upon 7 days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the grant and may result in termination. The applicant GRANTEE will be paid for work satisfactorily completed prior to the date of termination.
9. **Work Product.** The BOARD shall have access to GRANTEE'S work and applicable records whenever it is in preparation or progress, and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. A final report shall be submitted before or at the time of the final invoice.
10. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by the Regional Planning Board. The Regional Planning Board reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
11. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the grant, adequate books, records and supporting documents related to the grant which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the grant for which adequate books, records and supporting documentation are not available to support their purported disbursement.
12. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify the BOARD, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services

performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the BOARD and its officials, employees and agents in connection therewith.

13. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE complies with the Illinois BOARD of Human Rights Act and rules applicable to public GRANTS, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
14. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the period of time set out in this agreement. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the GRANTEE must be returned to the BOARD within 45 days. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act," 30 ILCS 705.
15. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the BOARD AND GRANTEE. The BOARD shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by the BOARD upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the BOARD, be appropriately arranged, indexed and delivered to the BOARD by GRANTEE.
16. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge the BOARD may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

#### **B. Federal Conditions of Approval.**

The GRANTEE assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GRANTEE recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GRANTEE agrees that the most recent federal requirements will apply to the project.

1. **Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GRANTEE'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
  - a. No federal appropriated funds have been or will be paid by or on behalf of the GRANTEE to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
  - b. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GRANTEE assures that it will complete and submit Standard Form-LLL, "Disclosure

Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

- c. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GRANTEE understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GRANTEE also understands that any person who fails to file a 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.

2. **Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the BOARD of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GRANTEE assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GRANTEE receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GRANTEE retains ownership or possession of the project property, whichever is longer, the GRANTEE assures that:

- a. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- b. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GRANTEE assures that it will submit the required information pertaining to its compliance with these requirements.
- c. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- d. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- f. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

3. **Control of Property.** GRANTEE certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

4. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.
5. **Debarment.** GRANTEE shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GRANTEE certifies that to the best of its knowledge and belief, GRANTEE and GRANTEE's principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal board or agency;
  - b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above;
  - d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GRANTEE to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GRANTEE shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the BOARD determined whether to enter into this transaction. If it is later determined that GRANTEE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the BOARD may terminate this Agreement for cause. The GRANTEE shall provide immediate written notice to the BOARD if at any time the GRANTEE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GRANTEE agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the BOARD. The GRANTEE agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the BOARD, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GRANTEE may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GRANTEE knows the certification is erroneous. GRANTEE may decide the method and frequency by which it determines the eligibility of its principals. Each GRANTEE may, but is not required to, check the Nonprocurement List. If a GRANTEE knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the BOARD may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GRANTEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

- a. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
  - b. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
  - c. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
  - d. A copy of the audit report must be submitted to the BOARD within 30 days after completion of the audit, but no later than one year after the end of the GRANTEE's fiscal year.
7. **Drug Free Workplace.** The GRANTEE certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.
8. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GRANTEE assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GRANTEE assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GRANTEE'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GRANTEE, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the BOARD to the GRANTEE of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.
9. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GRANTEE assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GRANTEE assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR Parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal boards or agencies.
10. **Procurement Compliance Certification.** The GRANTEE certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular

4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The GRANTEE certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

11. **Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
  - a. In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the GRANTEE assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note.
  - b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note, the GRANTEE assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the region.
  
12. **Davis-Bacon Act.** To the extent applicable, the GRANTEE will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
  
13. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).**

As required by OMB, the GRANTEE certifies that it:

  - a. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
  - b. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
  - c. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
  - d. Will initiate and complete the work within the applicable project time periods;
  - e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
    - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
    - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
    - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
    - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Paragraph B, *Federal Conditions of Approval*, apply to this federally funded project. The GRANTEE agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**C. Compensation and Term of Agreement**

1. Compensation. The total amount of funds allocated for the GRANT shall consist of \$88,174.07; \$70,539.26 (80%) of which are Federal PL funds and \$17,634.81 of which are provided by the GRANTEE to satisfy the 20% local match requirement.
2. The term of this agreement shall be for the period July 1, 2006 through June 30, 2007.

**D. Scope of Work**

The attached Scope of Work is hereby made a part of this agreement.

**The Regional Planning Board**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Executive Director

**County of Lake, Illinois**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk, Lake County Chair, Lake County Board

**Scope of Work/Responsibilities**  
FY 2007 Planning Liaison Scope of Services  
Approved by the Council of Mayors Executive Committee on February 14, 2006

Grantee/Governmental Body refers to Lake County Division of Transportation as identified on page one of this Grant agreement; Department refers to the Illinois Department of Transportation; CATS refers to the Chicago Area Transportation Study; Council refers to the Lake County Council of Mayors; and County refers to Lake County.

**I. Surface Transportation Program (STP) Assistance**

Required Activities. The Grantee/Governmental Body will perform the following tasks:

A) Assist member communities that have approved Surface Transportation Program (STP) projects as follows:

- 1) Schedule project kick off meeting with the Department's Bureau of Local Roads and Council of Mayors Planning Liaison (PL) (and consultant, if appropriate).
- 2) The Grantee/Governmental Body will assure that the local agencies submit to IDOT's District One BLRS all Phase I Engineering Scopes of Work for review, regardless of whether federal funds are being utilized in the engineering contract. The Grantee/Governmental Body will then request scope and schedule alterations from the local agency per IDOT comments, as appropriate.
- 3) Identify and maintain regular contact with the sponsoring community's project manager.
- 4) Utilize established milestone schedule and flow chart for STP project development and monitoring.
- 5.) Participate in village board or city council meetings to explain Council or COM Executive Committee policies, procedures or requirements, as requested by a member municipality.

B) Coordinate with other agencies (the Department's Bureau of Local Roads, CATS, appropriate Counties, and other entities as needed) to assure the timely progress of projects.

- 1) Utilize Department status sheets to report discrepancies and actions necessary to remedy; supply to Local Roads and CATS within two weeks of receipt.
- 2) Participate in two local STP program reviews with Local Roads and CATS (December-February and May-June).
- 3) Encourage member communities sponsoring projects in the annual element of the Transportation Improvement Program (TIP) to attend Council meetings (or appropriate technical or transportation committee meetings) to discuss progress on projects. Alert member communities sponsoring projects that they need to be represented to respond to concerns, when a specific project is likely to get significant attention at an upcoming meeting.
- 4) Submit TIP changes in the correct format according to the developed schedule.
- 5) Review STP projects' local agency agreements for adherence to Council policies, within the time period allotted for municipal review.
- 6) Attend the Department's federal/state/local coordination meetings for local projects at the district. Encourage municipal sponsor (staff or mayor) to attend as well. Call member community for update, if unable to attend.
- 7) Provide additional information on status of projects at each Council meetings (or appropriate technical or transportation committee meetings), as appropriate.
- 8) Provide the Chicago Area Transportation Study's Community Liaison Division information on any STP program issues as they occur.

Recommended Activities:

The Department recommends that the Grantee/Governmental Body perform the following tasks in conjunction with the required activities in Section I of the Scope of Services:

1. Facilitate the Council's review and consideration of the STP Accomplishment Task Force's recommendations.
2. Review the Department's Bureau of Programming and County multi-year programs listings for potential project conflicts or needed coordination with the Council's projects.
3. Prepare the first draft of local agency agreements for council construction projects, based on IDOT standard local agency agreement language, identifying the funding participants and amounts and any relevant funding maximums set by the Council of Mayors.

## **II. STP Program Development**

**Required Activities.** The Grantee/Governmental Body will perform the following tasks:

- A) Review STP methodology on an annual basis and revise if necessary, in keeping with federal regulations, council priorities, and STP program needs.
- B) Educate local municipalities on how to obtain federal STP funds for projects and the process necessary to bring projects to implementation. Provide a checklist of steps required to take a STP project from concept to funded project to award.
- C) Issue a formal request for project applications in conjunction with the TIP schedule, if applicable.
- D) Assist local municipalities in developing viable STP projects and project submittals.
- E) Review STP project applications for completeness/accuracy/comparability and rank through the council's project selection methodology.
- F) Demonstrate the Council's use of their STP ranking methodology by submittal of the project ranking comparison to CATS.
- G) Develop a multi-year program, which is fiscally constrained and realistic in terms of time frames, and submit to CATS in conjunction with the TIP development schedule and associated deadlines.

### **Recommended Activities:**

The Department recommends that the Grantee/Governmental Body perform the following tasks in conjunction with the required activities in Section II of the Scope of Services:

1. Encourage a scoping discussion (meeting or phone call) with municipal project sponsor and the Department's Bureau of Local Roads (during STP application development, during project reviews/ranking, or after programmed, but prior to finalization of engineering agreements).
2. Coordinate with the Department's Bureau of Local Roads on the development of the Council's multi-year program.

## **III. General Liaison**

**Required Activities.** The Grantee/Governmental Body will perform the following tasks:

### **A) Council of Mayors**

- 1) Provide staff support to the Council and transportation committee for meetings (a minimum of four is required). Prepare meeting agendas, including the Department's Bureau of Local Roads, CATS and other appropriate agencies (the Department's Bureau of Programming, Metra, Pace, RTA, County, Council of Mayors, etc. on each). Prepare supporting information and ensure that minutes are taken and distributed.
- 2) Participate in all Executive Committee (EC) meetings:
  - a) Assist CATS with agenda preparation within agreed timeframes
  - b) Review agenda with the Council's EC members prior to the meeting.
  - c) Be available at the meetings to assist the Council's EC members.
- 3) Participate in the long range plan development and implementation and provide the Metropolitan Planning Organization (MPO) information from the Council area as requested.

4) Provide information on activities of the Regional Planning Board (RPB) and relevant RPB staff activities to the Council and Council members; facilitate feedback as appropriate.

5) Provide other reasonable information as requested by the MPO.

B) Maintain sufficient interaction with Council member municipalities to represent local transportation needs and concerns in regional forums.

C) Administration and Communication

1) Attend monthly Planning Liaison meetings.

a) Chair one meeting a year including preparation of an agenda cooperatively with CATS.

b) Present monthly update on local Council activities.

2) Keep CATS and transportation implementors informed of important issues on an ongoing basis.

3) Perform administrative functions for any region-wide Council of Mayors Unified Work Program (UWP) projects sponsored through your council, per Executive Committee Policy, and for the Planning Liaison program for the Council.

4) Compose a year end report in the format provided by CATS addressing activities completed in FY 2007 and future issues to be addressed in FY 2008 - and submit to CATS within 30 days of the end of the FY 2007.

D) Committee Coverage

1) Attend assigned subcommittee meetings or secure a replacement as appropriate to represent the Council of Mayor's regional perspective and/or provide assistance to the Executive Committee member representing the region.

2) Complete meeting summary to alert Planning Liaisons (PLs) and Executive Committee members to meeting results which require immediate action or attention - within three (3) business days. When strictly informational, meeting summaries should be submitted to CATS in a timely fashion, for distribution to the EC mayors and PLs.

E) Attend all Work Program Committee (WPC) meetings to keep informed of policy and project changes and other MPO actions.

#### Recommended Activities:

The Department recommends that the Grantee/Governmental Body perform the following tasks in conjunction with the required activities in Section III of the Scope of Services:

1. Prepare FY 2008 UWP proposals for the PL program and possible additional proposals for the Council of Mayors program, as appropriate.
2. Monitor progress on all Council of Mayors regional UWP projects.
3. Meet with municipalities to discuss transportation needs/problems in their communities.
4. Expand knowledge of current transportation issues and practices through participation in regional and national forums and professional development opportunities as budget allows.

#### **IV. Technical Assistance and Studies**

Required Activities. The Grantee/Governmental Body will perform the following tasks:

A) Transportation Funding Programs including, but not limited to, CMAQ, ITEP, and Safety programs.

1) Inform municipalities of project application schedules and procedures.

2) Provide information and assistance to facilitate application to an appropriate agency.

- 3) Attend appropriate project selection meetings to provide information on your council's projects, and/or encourage the project sponsor to attend, when such attendance would be valuable.
- B) Provide staff support to the Strategic Regional Arterial (SRA) corridor panels, if any.
- C) Facilitate knowledge and use of emerging technologies at the local level.
  - 1) Provide information on Intelligent Transportation Systems (ITS) and other emerging technologies to members.
  - 2) Work with CATS to continue the Internet presence for the Council of Mayors.
- D) Regional Projects - Assist municipalities in understanding, reacting, and coordinating on various regional projects and issues that are significant to the council area.

Recommended Activities:

The Department recommends that the Grantee/Governmental Body perform the following tasks in conjunction with the required activities in Section IV of the Scope of Services

1. Provide support and assistance to the CATS Council of Mayor's data interns, as needed.
2. Develop transportation studies/projects as appropriate to the Council.
3. Assist regional transportation agencies with projects/programs affecting the Council as appropriate (i.e. RTAP, Section 5310, RTA's Signal Priority Project, etc.).
4. Participate in the review of Section 5310 Paratransit capital grant applications with the Department's Division of Public Transportation and CATS Office.
5. Educate and assist municipalities who receive funding regarding procedures to move their project through to completion.
6. Inform CATS of needed/desired training to enhance effectiveness in carrying out this scope of services