

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE TRANSPORTATION MANAGEMENT ASSOCIATION OF LAKE-COOK  
FOR THE USE OF CONGESTION MITIGATION AND AIR QUALITY FUNDS TO DEVELOP  
A TAXICAB CONNECTOR DEMONSTRATION PROJECT WITHIN THE LAKE-COOK  
ROAD CORRIDOR TO REDUCE TRAFFIC CONGESTION AND IMPROVE AIR QUALITY**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the TRANSPORTATION MANAGEMENT ASSOCIATION OF LAKE-COOK, an Illinois not-for-profit corporation, acting by and through its Executive Director, hereinafter referred to as the TMA. The COUNTY and the TMA may hereinafter at times be referred to individually as a PARTY and jointly as the PARTIES.

**WITNESSETH**

**WHEREAS**, the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the STATE, has committed the use of federal Congestion Mitigation and Air Quality Program, hereinafter referred to as CMAQ, funds for a project submitted by the TMA , hereinafter referred to as the TMA PROJECT, for improving air quality and reducing congestion in the Lake-Cook Road corridor; and,

**WHEREAS**, the TMA is desirous of using said CMAQ funds to perform the work items contained in the scope of services described in EXHIBIT A of THIS AGREEMENT; and,

**WHEREAS**, said CMAQ funds are made available only to units of local government; and,

**WHEREAS**, the TMA has requested that the COUNTY be the local government sponsor for the use of CMAQ funds on behalf of the TMA; and,

**WHEREAS**, the STATE and the COUNTY have entered into an intergovernmental agreement, hereinafter referred to as the STATE AGREEMENT, regarding the use of said CMAQ funds for said TMA PROJECT. Said STATE

AGREEMENT is hereby made a part hereof as EXHIBIT B of THIS AGREEMENT; and,

**WHEREAS**, the STATE has placed a limit on the amount of CMAQ funds that have been committed for the TMA PROJECT. The maximum amount of said CMAQ funds is set at \$80,000.00; and,

**WHEREAS**, the TMA has agreed to be solely responsible for one hundred percent (100%) of the local share of the costs associated with the TMA PROJECT; and,

**WHEREAS**, the TMA is desirous of entering into an agreement with the COUNTY regarding the costs reimbursable to the COUNTY from the CMAQ funds committed in the STATE AGREEMENT for the TMA PROJECT; and,

**WHEREAS**, the TMA agrees to perform the work items described in EXHIBIT A of THIS AGREEMENT and complete the TMA PROJECT within the allotted amount of CMAQ funds;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the TMA do hereby enter into the following:

1. It is mutually agreed by and between the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The TMA agrees to perform, at no cost to the COUNTY, and complete within twenty-four (24) months of the date on which the STATE executed the STATE AGREEMENT, all of the work items described in EXHIBIT A of THIS AGREEMENT for the TMA PROJECT.

The TMA further agrees that said work items and said TMA PROJECT shall be completed within the limits of the CMAQ funds as established in EXHIBIT B of THIS AGREEMENT.

The TMA further agrees that it shall be solely responsible for one hundred percent (100%) of the local share of the costs associated with the TMA PROJECT.

3. The TMA agrees to comply with the requirements of the STATE AGREEMENT in the performance of all work subject to the provisions of THIS AGREEMENT.

The TMA further agrees that THIS AGREEMENT is subject to the terms and conditions of the STATE AGREEMENT.

4. The TMA agrees that any invoices/bills issued to the COUNTY pursuant to THIS AGREEMENT shall be sent to the following address:

Lake County Division of Transportation  
Attn: Bruce Christensen  
600 West Winchester Road  
Libertyville, IL 60048

The TMA further agrees to submit documentation to support the amounts of any invoices/bills issued to the COUNTY adequate to satisfy the STATE's requirements for disbursement of the CMAQ funds committed to the TMA PROJECT. Failure to provide the necessary documentation may jeopardize payment to the TMA for subsequent invoices/bills.

The TMA further agrees that no payments will be made for services performed prior to the effective date of THIS AGREEMENT.

The TMA agrees that no expenses for travel, lodging, or per diem shall be paid by the COUNTY pursuant to THIS AGREEMENT.

5. The TMA agrees to hold harmless and indemnify the COUNTY, and its officials, employees, and agents from any and all losses, expenses, damages (including loss of use), suits, demands, claims, judgments, 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 TMA and/or the TMA's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the COUNTY and its officials, employees and agents in connection therewith.

6. The COUNTY agrees, after receiving reimbursement from the STATE for any submitted progress billings, to reimburse the TMA for the costs of work performed by the TMA in accordance with EXHIBIT A of THIS AGREEMENT up to the total compensation amount of \$80,000.00 in CMAQ funds committed in the STATE AGREEMENT.
7. It is mutually agreed by and between the PARTIES hereto that THIS AGREEMENT shall become null and void and that all obligations and responsibilities of the COUNTY as set forth herein shall cease in the event the STATE ceases its obligations as stipulated in the STATE AGREEMENT.
8. It is mutually agreed by and between the PARTIES hereto that each party warrants and represents to the other PARTY and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.
9. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
10. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
11. It is mutually agreed by and between the PARTIES hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand

COUNTY or STATE highways as may be best determined as provided by law.

12. It is mutually agreed by and between the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the PARTIES hereto, or as constituting the TMA (including its duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The TMA is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
13. It is mutually agreed by and between the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
14. It is mutually agreed by and between the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
15. It is mutually agreed by and between the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
16. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
17. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Neither PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any

manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTY to THIS AGREEMENT.

18. THIS AGREEMENT may be terminated by the COUNTY by giving written notice to the TMA in accordance with the provisions of the STATE AGREEMENT.

TRANSPORTATION MANAGEMENT  
ASSOCIATION OF LAKE-COOK

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
TMA Executive Director

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

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer/  
Director of Transportation

COUNTY OF LAKE

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

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

EXHIBIT A

SCOPE OF SERVICES

## SCOPE OF SERVICES

### **Taxicab Connector Demonstration Project**

The COUNTY will provide funding to the TMA to accomplish tasks in the transportation-related agenda as outlined below. The time period for the project would be 24 months.

- A. Identify transit markets for cab connector service. Market areas would be lower employment clusters along Metra's UP North, Milwaukee North and North Central rail lines in Cook and Lake Counties that are not served by traditional transit/shuttle bus programs and would be potential candidates for taxi connector service. In addition to this primary market, identify a secondary market for taxi connector service on existing shuttle routes for selected companies who desire non-shuttle/taxi connector connections to and from Metra stations
- B. Develop cab connector pilot program that would provide employee cab connections for selected market areas sites/areas to and from Metra stations. Program would involve employer financial participation for local share costs for a pilot period of up to 18 months. It should be noted that this service will be limited to work travel between rail stations and identified employment destinations.
- C. Implement Cab Con for select employment centers as identified per Task A, for a preliminary demonstration trial of up to 18 months.
- D. Develop & implement marketing initiatives for respective companies to promote program, including on-site promotions, marketing brochures and material etc.
- E. Complete evaluation of service including ridership analysis, employee usage surveys and cost analysis as compared to traditional transit usage to determine program effectiveness.

The TMA will make available, at the COUNTY's request, copies of all work products prepared through this agreement.



EXHIBIT B  
STATE AGREEMENT



|   |   |  |                                   |
|---|---|--|-----------------------------------|
| Governmental Body Name<br>Lake County   |   |  |                                   |
| Address<br>18 North County Street   |   |  |                                   |
| City, State, Zip<br>Waukegan, Illinois 60085  |   |  |                                   |
| Remittance Address (if different from above)<br>Lake County Division of Transportation, 600 Winchester Road   |   |  |                                   |
| City, State, Zip<br>Libertyville, Illinois 60048  |   |  |                                   |
| Telephone Number<br>(847) 377-7400  | Fax Number<br>(847) 362-5290  | FEIN/TIN<br>36-6006600   |                                   |
| Brief Description of Service (full description specified in Part 5)<br>This agreement will fund to help identify markets for cab connector service and develop a cab connector pilot program. |   |  |                                   |
| Compensation Method (full details specified in Part 6)<br>Flat Rate   | Travel Expense <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  | Agreement Term<br>From: Execution |
| Total Compensation Amount<br>\$80,000   | Travel Amount<br>\$0  | Advance Pay <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | To:<br>24 months after execution  |

**REQUIRED SIGNATURES**

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

|  |   |      |
|--|---|------|
|  | Suzi Schmidt, Chair, Lake County Board          |      |
| Signature and Job Title of Authorized Representative | Type or Print Name of Authorized Representative | Date |

**FOR THE DEPARTMENT:**

|             |  |      |
|-------------|--|------|
|             | Ellen Schanzle-Haskins, Chief Counsel<br>(Approved as to form) |      |
|             | By: _____  | Date |
|             | Ann L. Schneider, Director, Finance & Administration           |      |
| Date: _____ | By: _____  | Date |
|             | Gary Hannig, Secretary of Transportation                       |      |
| By: _____   | By: _____  | Date |

# INTERGOVERNMENTAL AGREEMENT

FOR

## TAXICAB CONNECTOR SERVICE

This Agreement is by and between

**Lake County**

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

**c/o Lake County Division of Transportation**

**600 Winchester Road**

**Libertyville, Illinois 60048**

**Attn: Bruce D. Christensen**

**E-mail: bchristensen@lakecounty.il.gov**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

|        |                                    |
|--------|------------------------------------|
| Part 1 | Scope/Compensation/Term            |
| Part 2 | General Provisions                 |
| Part 3 | Federally Funded Agreements        |
| Part 4 | Specific Provisions                |
| Part 5 | Scope of Services/Responsibilities |
| Part 6 | Compensation for Services          |
| Part 7 | Agreement Award Notification       |

### PART 1

#### SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to 24 months after execution.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

**PART 2**  
**GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Subcontracting/Procurement Procedures/Employment of Department Personnel**

1. **Subcontracting.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. **Procurement of Goods or Services – Federal Funds.** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. **Procurement of Goods or Services – State Funds.** For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL.** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3**  
**FEDERALLY FUNDED AGREEMENTS**

**A. Standard Assurances.** The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

**B. 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 GOVERNMENTAL BODY'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY 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
2. 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 GOVERNMENTAL BODY 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.
3. 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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.

**C. 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 Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. 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.
2. 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 GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. 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.

4. 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.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. 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.

**D. Control of Property.** The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

**E. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

**F. Debarment.** The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department 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; and 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 the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY 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 DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY 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 the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY 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 DEPARTMENT 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 the GOVERNMENTAL BODY is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**G. 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:

1. 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.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. 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."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

**H. Drug Free Workplace.** The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

**I. Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY'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 GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY 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.

**J. 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 departments or agencies.

**K. Procurement Compliance Certification.** The GOVERNMENTAL BODY 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 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY 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.

**L. 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."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY 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 SAFETEA-LU, 23 U.S.C. 502 note.

2. 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 SAFETEA-LU, 23 U.S.C. 502 note, the GOVERNMENTAL BODY 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.

**M. Davis-Bacon Act.** To the extent applicable, the GOVERNMENTAL BODY 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.

**N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. 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.
2. 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;
3. 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;
4. Will initiate and complete the work within the applicable project time periods;
5. 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, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *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-2 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.



**O. Energy Conservation** To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

**P. Clean Water** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

**Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

All of the requirements listed in Part 3, paragraphs A through Q apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

#### **PART 4 SPECIFIC PROVISIONS**

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation  
Bureau of Business Services  
Attn: Juanita Akers  
2300 S. Dirksen Parkway, Room 302  
Springfield, IL 62764

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

**B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT 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 DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

**F. Software.** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

**H. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement.

**J. Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

**K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**L. Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Lake County

Taxpayer Identification Number: 36-6006600

Legal Status (check one):

- Tax-exempt  
 Nonresident Alien

- Government  
 Other \_\_\_\_\_

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**  
**Taxicab Connector**  
**CMAQ Grant**  
**Scope of Work and Budget**

The Department will provide funding to the Governmental Body to accomplish tasks in the transportation-related agenda as outlined below.

- A. Identify transit markets for cab connector service. Markets areas would be lower employment clusters along Metra's UP North, Milwaukee North and North Central rail lines in Cook and Lake Counties that are not served by traditional transit/shuttle bus programs and would be potential candidates for taxi connector service. In addition to this primary market, identify a secondary market for taxi connector service on existing shuttle routes for selected companies who desire non-shuttle/taxi connector connections to and from Metra stations.
- B. Develop cab connector pilot program that would provide employee cab connections for selected market areas sites/areas to and from Metra stations. Program would involve employer financial participation for local share costs for a pilot period of up to 18 months. It should be noted that this service will be limited to work travel between rail stations and identified employment destinations.
- C. Implement Cab Con for select employment centers as identified per Task A, for a preliminary demonstration trial of up to 18 months.
- D. Develop & implement marketing initiatives for respective companies to promote program, including on-site promotions, marketing brochures and material etc.
- E. Complete evaluation of service including ridership analysis, employee usage surveys and cost analysis as compared to traditional transit usage to determine program effectiveness.

The Governmental Body will make available, at the Department's request, copies of all work products prepared through this agreement.

**PART 6  
COMPENSATION FOR SERVICES**

|  |           |      |
|--|-----------|------|
| Participation                                      |           |      |
| Congestion Mitigation and Air Quality (CMAQ) Funds |           |      |
| Federal Funding Through Department                 | \$ 80,000 | 80%  |
| Funding Through Local Agency                       | \$ 20,000 | 20%  |
| Total  | \$100,000 | 100% |