



240 S. Route 59, Bartlett, Illinois 60103

Regular Meeting of Town Board
December 20th, 2011
7:00 PM

AMENDED AGENDA

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
 - A. Veterans Honor Roll
 1. SP4 Jerry Balok
 - B. Storage Mart
 - C. Tempo V – John DeBello
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Highway Commissioner’s Report
 - D. Assessor’s Report
 - E. Treasurer’s Report
 - F. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Approval of Regular Meeting Minutes of November 15, 2011
 - B. Hanover Township Tax Levy Ordinance for the fiscal year beginning April 1, 2011 and ending March 31, 2012
 - C. Hanover Township Single Township Road District Levy Ordinance for the fiscal year beginning April 1, 2011 and ending March 31, 2012
 - D. Approval of Resolution Authorizing Change Order to Senior Center Lower Level Capital Project
 - E. Approval of Resolution Authorizing PACE Vehicle Lease and Related Policies
 - F. Approval of Resolution Authorizing an Intergovernmental Agreement with the Mental Health Board Providing Developmental Disability Training Transportation

Mission Statement

Hanover Township is committed to providing an array of quality, cost effective, community-based services; and to acting as a dynamic and responsive organization that delivers services in a responsible and respectful manner.

- G. Approval of Resolution Authorizing an Intergovernmental Agreement with PACE and other Townships Providing Regional Senior and Disabled Transportation (TRIP Program)
 - H. Approval of Resolution Authorizing Deposit Agreements with First Eagle Bank and BMO Harris Bank
 - I. Approval of Resolution Authorizing Lease Agreement with Renz Center for Elgin Satellite Office
 - J. Approval of Mobile Phone Website Application
 - K. Approval of Fiscal Year 2011 Audit
 - L. Approval of Fiscal Year 2013 Strategic Plan
 - M. Approval of Purchase of Replacement Computer Server
 - N. Approval of Medical Leave of Absence
- IX. Executive Session
- X. Other Business
- A. Consideration of Attorney's Recommendation
- XI. Adjournment

Mission Statement

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and to acting as a dynamic and responsive organization that delivers services
in a responsible and respectful manner.**

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Website Visits</i>	5,020		40,671	
<i>Facebook Likes</i>	3		550	
<i>Media Releases</i>	5		41	
<i>Technology work orders</i>	18		210	
<i>Resident Contacts</i>	1,907		15,596	
<i>Percent of Budget Expended (67% of year)</i>	4.6	2.9%	42.7%	37.8%
<i>Grant application submissions</i>	1		6	

Department Highlights

- Attended the Senior Accreditation Meeting of the Whole on November 1 with the external workgroup to discuss and review the final accreditation notebook submission.
- Attended the TOI conference in Springfield November 6-9. Administrator Barr presented on the Role of the Township Administrator.
- During the TOI conference, attended the Illinois Association of Township Administrators (IATA) meeting.
- Held the annual strategic planning retreat on Friday, November 18 at the Hoosier Grove Barn.
- Thomas Warfield, a doctoral student studying public administration at the University of Illinois in Springfield, started on December 1 as the Administrative Intern. Thomas will be working on special projects including creating a budget document complying with the Government Finance Officers Association (GFOA) standards, and assisting the Management Analyst with department performance measures.
- Capital improvements update: The Food Pantry renovation project started construction at the end of October, with a construction completion date by the end of the year. The Senior Center lower level project started construction in November. Construction completion for this project is scheduled for February.

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OFFICE OF THE ASSESSOR

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Administration</i>				
Office visits	255	528	3089	5477
Building permits processed	790	937	2995	10678
Sales recording	122	12	746	860
Change of Name*	6	23	479	1744
Property tax appeals	-	3	673	883
Certificate of Errors	88	184	708	1054
Property location updates	-	3	357	12
New owner mailings	140	-	674	796
Long time occupants*	3	41	133	300
<i>Exemptions</i>				
Home owner exemptions	-	-	81	196
Senior home owner exemptions	-	-	236	297
Senior freeze exemptions*	5	40	198	903
Miscellaneous exemptions	21	4	168	208
<i>Foreclosures</i>	51		293	46

* Denotes notary requirement

Department Highlights

- Extended Tuesday hours, open until 6:00 p.m., NOVEMBER had a total of 7 Visitors after 4:30
- Recovering from October and getting caught up with all other workload

Office of the Assessor Mission Statement:

The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.

OFFICE OF THE CLERK



Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Passports</i>	131	92	1133	1128
Photo Fees	\$445	\$500	\$3,320	\$4,850
Total Passport Fees & Photo Fees	\$3,045	\$1,630	\$28,950	\$27,785
<i>Cook County Vehicle Stickers</i>	0	1	188	215
<i>Fishing/Hunting Licenses</i>	4	5	131	114
Fishing/Hunting Agent Fees	\$3.50	\$4	\$94.25	\$96.75
<i>Handicap Placards</i>	23	27	207	225
<i>Voter Registration</i>	3	3	26	315
<i>FOIA Request</i>	4	2	23	8
<i>Telephone Inquiries</i>	136	-	1,725	-

Department Highlights

- Clerk Dolan Baumer presented the Clerk’s department FY2012 accomplishments and FY2013 goals and objectives during Strategic Planning.
- The Clerk’s office was opened on Saturday, November 5 for Passport and other services, serving 21 people.
- Website: Uploaded current Ordinances, Resolutions, and other documents approved by the Board on the Clerk’s webpage.
- The notice and information of 2012 Township Meeting Dates, Holiday Closings, and Board Workshop Dates were published, posted, and sent to the newspapers.
- Clerk Dolan Baumer is the newly elected TOI Education District 5 Director.
- Records Management:
 - Completed relabeling and reorganizing Clerk’s office filing cabinet and 1991-2010 Ordinance and Resolution binders.
 - Databases for logging records of services for the year 2012 implemented and accessible for data entry.
- Professional Development:
 - Clerk Dolan Baumer attended Passport Training in Chicago.
 - Deputy Clerk Crespo attended a Document Management Seminar.
- FOIA Requests: Request received on November 17 pertaining to “1099 Filings and Payroll records including compensation and benefits for all Hanover Township elected officials, staff, and administrator for the past 5 years.” Requested 5 days extension due to substantial number of records.
- Community Outreach:
 - A representative from State Treasurer’s office presented the Cash Dash program on November 5. The event was a success with 72 names researched and 21 found unclaimed property/cash.
 - Clerk Dolan Baumer was interviewed by Streamwood High Civics class students for a project.
- Event Participation:
 - Clerk Dolan Baumer attended the TOCC Clerk’s Association Dinner Meeting on November 3, the TOI Annual Conference in Springfield, the Village of Streamwood’s Veterans Day Observance representing Hanover Township, and the US Army/Hanover Township Leadership Awards presentation. For fun, she made and donated cookies to the Hanover Township Seniors Bake Sale and Craft Show.

Office of the Clerk Mission Statement:

The Clerk's office is continuously striving to provide fast, courteous service to Township residents, Board members, other departments and citizens through the most modern and cost effective methods available; and to maintain the township records in a systematic, orderly, logically organized and accessible manner.

OFFICE OF COMMUNITY HEALTH

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Appointments</i>				
ProTimes	32		176	208
TB skin test	13		89	248
Cholesterol	1		113	133
Pharmaceutical Assistance Programs	11		129	N/C
Miscellaneous labs	9		120	N/C
Other	63		559	734
Total (unduplicated)	129		1221	1425
<i>Clinic Clients</i>				
Victory Centre of Bartlett	8		116	171
Glendale Terrace	3		99	125
Elgin Recreation Center	19		19	38
Clare Oaks	3		36	76
Astor Avenue	24		118	198
Total (unduplicated)	57		307	608
<i>Public Education & Health Promotion</i>				
Media coverage	6		42	N/C
Informational seminars	2		30	N/C
<i>Primary Care Provider Support</i>	37		325	N/C
<i>Phone Triage</i>	787		5335	N/C
<i>Embracelet Program</i>	10		148	N/C

Department Highlights:

- Advanced Gastroenterologists and Dr. Muska donated time and resources to assist with our 2nd Colonoscopy Initiative on November 12th. 13 individuals were screened at no cost. Several individuals had precancerous polyps removed and/or other GI issues were discovered.
- Hosted a Hoarding, Elder Abuse and Self Neglect Laws presentation by Lifecare Innovations for 40 police, fire and social workers from Villages within the Township.
- Investigated alternative lab locations with a representative from Global Labs to provide lower costs for uninsured clients
- Met with Sgt. Jessica Crowley of Bartlett Police regarding the Crisis Intervention Team
- Had Open House for the new Greater Elgin Family Care Center Site in McHenry
- Currently working with Bartlett Park District regarding future screenings and a Passport to Wellness Event.
- Attended a meeting with Welfare Services, Senior Services, Youth and Family Services and Lexington Healthcare regarding collaborating services.
- Successfully completed the employee wellness Active for Life program.

Office of Community Health Mission Statement:

The Office of Community Health is focused on the health and wellbeing of the residents of Hanover Township. Services are offered to assist individuals in making decisions to achieve optimal functioning within their environment and to provide choices for our residents to maintain and build a healthier community for all of Hanover Township

DEPARTMENT OF EMERGENCY SERVICES

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Volunteers</i>				
Total volunteers	26		26	
New volunteers	0		15	
Volunteer hours	133.5		1,500.5	
<i>Training</i>				
Total hours	116		1,026.5	
<i>Details</i>				
Township events	2		18	
Municipal Event Assistance	1		19	
Emergency call outs	2		54	
Miscellaneous	1		15	

Department Highlights

- The most significant event our volunteers have ever assisted with was the CN train derailment on November 3rd. This event taxed the resources of many local agencies. Hanover Township's DES stood in with 10 volunteers all day long freeing up local municipal authorities.
- We held an Open House event in conjunction with the Lion's Club's Pancake Breakfast on November 6th. This is the first of what is to become an annual event. Additionally, working with the Lion's Club provided an opportunity to plan a presentation for that group. That event is planned for their normal January meeting.
- Hanover Park joined previous municipalities in asking for our assistance at a municipal event. The event, planned for December, is an opportunity to get them in the habit of using DES in an ongoing fashion.
- Viewing the Thanksgiving meal box distribution for the first time, and the large capacity will inform our preparation for the December meal box and gift events.

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DEPARTMENT OF FACILITIES & MAINTENANCE

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2011	FYTD 2010
<i>Administration</i>				
Vehicle service calls	14		181	
Work orders	43		571	
Event set-ups/tear downs	119		1297	
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	2,321		32,241	
Town Hall	7,380		115,620	
Senior Center	33,365		386,624	
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	320.48		3369.05	
Town Hall	377.10		5663.98	
Senior Center	1854.64		20416.33	

Department Highlights:

- Completed Mental Health Building renovations
- Due to favorable weather, the masonry work at the Astor Ave site has been completed.
- Construction at Astor Ave has at time been challenging due to the current holiday season for Welfare Services, however both Welfare Services and the construction staff have been able to remain on schedule.
- The Senior Center lower level build out has offered the same type of challenges for the Office of Community Health. Due to the flexibility and cooperation of the Community Health Nurses by relocating to the Senior Center conference room from one day to the next has given the contractors the opportunity to continue working at a productive pace.

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OFFICE OF THE MENTAL HEALTH BOARD

November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Grant Funding</i>				
Ongoing clients	281	NC	3439	NC
New clients	44	NC	2638	NC
Clients served (Unduplicated)	325	NC	6077	NC
<i>TIDE</i>				
Participants	9	NC	12	NC
Rides	141	NC	1003	NC
<i>Resource Center</i>				
Organizations providing services	7	NC	7	NC
Clients served	7	NC	511	NC

Department Highlights:

- Work has officially been completed on the resource center. Maintenance staff will continue to address smaller items on an as need basis.
- Open house at the resource center will be held in conjunction with the Streamwood Chamber of Commerce on February 9, 2012 from 5:30pm to 7:30pm.
- Department of Commerce and Economic Opportunity has awarded the MHB \$3,612.08 under the Public Sector Energy Efficiency Program for some of the energy efficient updates done to the building.
- The MHB met on November 22. They established their FY2013 funding priorities (see November minutes) and awarded Boys and Girls Club of Elgin a staff development grant to attend their national conference in California.
- The MHB also directed staff to reinstate the rent at the Resource Center. Starting January 1, agencies will pay \$100 per month per office in rent. This restores the original rent which was suspended in FY11 in the wake of the dramatic state budget cuts.
- Working with HT Senior Services in preparation for the transition of the Pace program
- Attended meeting with Office of Community Health and the Bartlett Crisis Intervention Team to discuss ways of better serving our residents and what programs can be done through the Township and other residents that the team can utilize.
- Finance Committee meeting was held on Dec 7th to review FY13 budget materials and discuss recommendations
- Working with Family Service Association. In a review of their client list, found a handful of clients not residing in the Township but claimed in their overall numbers. Will continue to monitor with staff and address issues with identifying residency as we move forward
- Met with a prospective challenge grant applicant to review application procedures and whether or not particular program is ready to move forward with a grant application.
- Continued reviewing applications and addressing discrepancies in FY11/FY12 reported clients in preparation of January grant allocations

Mental Health Board Mission Statement:

The mission of the Hanover Township Mental Health Board is to advocate for increasing the availability and quality of mental health services through the development of a comprehensive and coordinated system of effective and efficient program delivery, accessible to all residents of Hanover Township

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Programming Division</i>				
Planned programs	115	65	937	618
Participants	1478	1112	15125	9376
Wait listed (unduplicated)	45	12	706	583
Art & Computer classes	49	47	796	309
Art & Computer class participants	331	436	3462	2864
New volunteers	2	4	45	27
Total volunteers	106	84	984	881
Volunteer hours reported	1355	1501	12838	6686
Meals delivered by volunteers	1093	1169	8886	7342
<i>Social Services Division</i>				
Clients served (unduplicated)	263	145	1602	965
Energy Assistance	46	62	295	430
Prescription drugs & health insurance assistance	135	372	1624	1787
Public Aid	15	29	160	167
Social Service programs	10	8	80	83
Social Service program participants	103	118	996	968
Lending Closet transactions	34	65	417	496
<i>Transportation Division</i>				
One way rides given	1317	1348	12163	11346
Individuals served (unduplicated)	228	238	1686	1777
New riders	22	23	135	153
Unmet requests for rides	11	55	107	428

Department Highlights

- The Social Services Division received a stipend of \$2,500 through the Senior Health Insurance Program
- Social Services approved 66 residents who filed for the Adopt-a-Senior Program. Fellowes Inc. have chosen to adopt 35 of the recipients. The Bartlett Park District Preschool will be holding a special drive for the Adopt-a-Senior Program for specific household items. Other gift items are donated by the community
- November was National Alzheimer’s Awareness Month & National Caregiver Month. A presentation was conducted by the Alzheimer’s Association to our Memory Support Group. The Caregiver Support Group hosted a presentation conducted by a Holistic Psychotherapist on how to prevent burnout to caregivers in the community. Special gifts to the Caregivers were provided by Arden Courts of Elk Grove Village.
- Social Services Temp, Lenise Whitman was hired through Social Work PRN to assist Social Services Manager’s Caseload while on maternity leave through the end of January.
- Handmade in Hanover Craft Show and Bake Sale two day event raised \$500 for the Adopt-A-Senior program through raffle sales and the Senior Committee raised \$1000 through bake sales.
- The Way, Way, Way Off Broadway players: all volunteers, met to discuss the newest production for performing at Elgin Community College on Saturday, March 24 of Odd-yssey 2013
- Trips: Legacy Girls/White Fence Farm, Art Institute, Gurnee Mills, Nozumi Japanese Restaurant.
- Visual Arts; inspirational plaques, Santa sculpture, print making and greeting cards.
- Evening Programming: Karaoke, Secrets of a Personal Shopper, Bingo, Computer Classes, Craft Class.
- Transp. Mgr. met with the Manger of NIU transportation to discuss Dispatching/ scheduling methods.
- Staff attended a TRIP meeting to discuss options for Palatine and Wheeling having exceeded their funding.
- The AID Program will have (as of 11/11) 7 riders five days a week. Overtime issues are being addressed.

Senior Services Mission Statement:

With respect, innovation and a dedication to excellence, Senior Services is committed to facilitating programs and services that promote independence, a sense of community, and well being for mature adults in Hanover Township.

DEPARTMENT OF WELFARE SERVICES

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2011	FYTD 2010
<i>General Assistance</i>				
General Assistance clients	17		118	
General Assistance appointments	41		333	
Emergency Assistance appointments	16		107	
Emergency Assistance approved	7		56	
Crisis intake clients	380			
<i>LIHEAP Applications</i>				
Office	137		432	
Circuit Breaker			8	
<i>Social Services</i>				
ComEd Hardships	7		53	
Weatherization	3		33	
<i>Food Pantry</i>				
Served (Households)	1057		6242	
New applications	133		794	
Food Donations	75		479	
<i>Community Center Walk-Ins</i>	447		3238	

Department Highlights:

- Applications for Sponsor-A- Family and Toy Drive were accepted through November. 500 Families submitted applications totaling an estimated 1400 children with 800 children currently being sponsored. This is an increase in both the number of applications as well as the number of sponsored children from past years.
- Ten residents attended the Community Resource Group; Youth and Family Services Clinical Manager, Susan Alborell presented on Holiday Stress. The next Community Resource Group will be held on Monday, December 19th.
- Intake Coordinator Bonilla and Director Imperato continue to meet with the Hanover Park District in the planning of the Youth Benefit Ball scheduled for the spring of 2012. The Hanover Township Food Pantry will be one of the recipients of the earnings of this event.
- The Veterans Honor Roll Dinners were held November 9th with more than 300 in attendance.
- The 2011 Auxiliary Staff Dinner was held November 16th. Jay Olriksen was awarded Auxiliary Staff of the Year for work in the food pantry and Rodger McDowall was awarded for work in administration.
- 350 Thanksgiving meal boxes were distributed. 450 meal boxes will be distributed Tuesday, December 20th beginning at 8:00am at the Senior Center. Bartlett Lions Club will be donating 250 hams with meal boxes and the food pantry has purchased an additional 200 turkey meals boxes.
- Coats are still being collected at Astor Avenue, the need for coats is great for all ages and sizes.
- Astor Avenue will hold its 3rd annual Holiday Party on December 22nd at 2:30 –Santa will be coming and Immanuel United Church of Christ will be providing food and refreshments.
- Youth and Family Services together with Welfare Services staff will continue the tradition of Holiday Caroling on Monday, December 19th beginning at 6:00pm.

Welfare Services Mission Statement:

HanoverTownship Welfare Services is committed to improving the welfare of HanoverTownship residents experiencing hardships. Providing resources and support to empower residents in achieving self-sustainability; to serve promptly with dignity and respect.

DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for November, 2011

SERVICE PROVIDED	NOVEMBER 2011	NOVEMBER 2010	FYTD 2012	FYTD 2011
<i>Outreach & Prevention</i>				
Open Gym participants	841	552	5624	5464
Open Gym participants (unduplicated)	15	68	1136	1051
Alternative to Suspension referrals	44	0	212	0
Alternative to Courts referrals				
<i>Clinical</i>				
Therapy clients (total attended)	261	290	1787	2131
Therapy clients (new clients)	14	6	148	222
Total families	60	59	440	441
New families	3	3	38	35
Clinical hours	237	197	1681	1517
Group session participants	279	8	1308	75
<i>Tutoring Participants</i>				
Total	72	62	310	251
Unduplicated	10	13	154	71

Department Highlights:

- Several clinical staff are facilitating weekly PBIS Tier II Groups at the following schools: Glenbrook Elementary School, Elgin High School, Tefft Middle School, and Parkwood Elementary School. All clinical staff have completed the State required training.
- A needs survey has been completed at Elgin High School for the development of Parent University courses which will be offered at the Hanover Township Elgin Satellite Office.
- Currently conducting a search for a bilingual primary education certified teacher to expand our Tutoring Services Program. This tutor will be providing small group tutoring at the Hanover Township Elgin Satellite Office.
- Research and development is occurring to create a psycho educational program to be offered at Streamwood High Schools in school suspension program. The program will include best practices in healthy decision making for teens. This program is an expansion of the Departments Alternative to Suspension Program.
- Alternative to Suspension students from Tefft Middle School, Canton Middle School, and Streamwood High School have field trips and service learning scheduled for the holiday break.
- Annual Holiday Caroling, in partnership with Welfare Services, will occur in the Astor Avenue Community Center neighborhood and at Lexington Health Care on Monday, December 19, 2011, 6:00PM-8:00PM.
- Winter Break Open Gym Program will be offered at Bartlett Elementary School on Monday, December 19th, Tefft Middle School on Tuesday December 20th, Parkwood Elementary School on Tuesday, December 27th, and at Lords Park Elementary School on Wednesday, December 28th, 2011, from 12:00PM-4:00PM.

Youth & Family Services Mission Statement:

The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. This is accomplished by providing services which help to strengthen families, to provide outreach to children and teens at risk of school failure and delinquency, and to contribute to the building up of a healthier community for all Township youth.

Hanover Township
 Board Audit Report
 From 11/16/11 to 12/20/11

	General Invoices		Alexian Invoices	Total
Total Town Fund	121,253.75		1,630.00	122,883.75
Total Senior Center	38,554.48			38,554.48
Total Welfare Services	18,758.71			18,758.71
Total Road and Bridge	33,317.11			33,317.11
Total Mental Health Board	70,096.39		9,505.00	79,601.39
Total Retirement	0.00			0.00
Total Vehicle	0.00			0.00
Total Capital	13,323.45			13,323.45
All Funds - SUBTOTAL		295,303.89		
			TOTAL ALL FUNDS	
			11,135.00	306,438.89

The above "**General Invoices**" column has been approved for payment this 20th day of December 2011.

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

The above "**Alexian Invoices**" column has been approved for payment this 20th day of December 2011.

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

**Hanover Township
Tax Levy Ordinance**

Ordinance _____

An Ordinance levying taxes for all corporate purposes for **HANOVER TOWNSHIP , COOK COUNTY, ILLINOIS**, for the fiscal year beginning **April 1, 2011** and ending **March 31, 2012**.

BE IT ORDAINED by the **Board of Trustees of Hanover Township**, Cook County, Illinois, as follows:

SECTION 1: That the sum of **FIVE MILLION SEVEN HUNDRED AND THIRTEEN THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS (\$5,713,799)** is hereby levied upon all property subject to taxation within the Township as that property is assessed and equalized for the current year, in order to meet and defray all the necessary expenses and liabilities of the Township as required by statute or voted by the people in accordance with the law, for such purposes as:

<u>ADMINISTRATION</u> <u>FACILITIES & MAINTENANCE</u> <u>COMMUNITY MENTAL HEALTH</u> <u>RETIREMENT</u> <u>VEHICLE REPLACEMENT FUND</u> <u>YOUTH AND FAMILY SERVICES</u>	<u>ASSESSOR</u> <u>CLERK</u> <u>EMERGENCY SERVICES & DISASTER</u> <u>GENERAL ASSISTANCE</u> <u>SENIOR CITIZENS SERVICES</u> <u>VETERANS AFFAIRS</u>
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SECTION 2: That the amounts to be levied of each object and purpose shall be as follows:

GENERAL TOWN/CORPORATE FUND:

1.1 ADMINISTRATION

Personnel	790,250	
Contractual Services	<u>116,480</u>	
Commodities	<u>65,600</u>	
Other Expenditures	<u>498</u>	
Capital Outlay	<u>495,000</u>	
TOTAL ADMINISTRATION		<u>1,467,828</u>

1.2 ASSESSOR

Personnel	122,442	
Contractual Services	<u>19,365</u>	
Commodities	<u>5,446</u>	
Other Expenditures	<u>443</u>	
Capital Outlay	<u>0</u>	
TOTAL ASSESSOR		<u>147,696</u>

1.3 FACILITIES & MAINTENANCE

Personnel	201,760	
Contractual Services	<u>138,343</u>	
Commodities	<u>4,950</u>	
Other Expenditures	<u>360</u>	
Capital Outlay	<u>0</u>	
TOTAL FACILITIES & MAINTENANCE		<u>345,413</u>

1.4 COMMUNITY HEALTH NURSE

Personnel	<u>89,440</u>	
Contractual Services	<u>25,668</u>	
Commodities	<u>5,000</u>	
Other Expenditures	<u>494</u>	
Capital Outlay	<u>0</u>	
TOTAL COMMUNITY HEALTH NURSE		<u>120,602</u>

1.5 CLERK

Personnel	<u>74,300</u>	
Contractual Services	<u>25,031</u>	
Commodities	<u>7,362</u>	
Other Expenditures	<u>493</u>	
Capital Outlay	<u>1,500</u>	
TOTAL CLERK		<u>108,686</u>

1.6 EMERGENCY SERVICES & DISASTER AGENCY

Personnel	<u>40,000</u>	
Contractual Services	<u>33,925</u>	
Commodities	<u>3,500</u>	
Other Expenditures	<u>495</u>	
Capital Outlay	<u>10,000</u>	
TOTAL EMERGENCY SERVICES & DISASTER AGENCY		<u>87,920</u>

1.7 VETERANS AFFAIRS

Personnel	<u>19,941</u>	
Contractual Services	<u>0</u>	
Commodities	<u>0</u>	
Other Expenditures	<u>200</u>	
TOTAL VETERANS AFFAIRS		<u>20,141</u>

1.8 YOUTH AND FAMILY SERVICES

Personnel	<u>713,000</u>	
Contractual Services	<u>163,583</u>	
Commodities	<u>15,600</u>	
Other Expenditures	<u>451</u>	
Capital Outlay	<u>6,500</u>	
TOTAL YOUTH AND FAMILY SERVICES		<u>899,134</u>

(REF: 60 ILCS 1/235 & 1/215-5)

TOTAL GENERAL TOWN/CORPORATE FUND

		<u>3,197,420</u>
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(REF: GENERAL CORPORATE TAX 60 ILCS 1/235-5)

2. SENIOR CITIZENS SERVICES FUND**2.1 ADMINISTRATION**

Personnel	<u>461,241</u>	
Contractual Services	<u>107,931</u>	
Commodities	<u>43,358</u>	

TOTAL ADMINISTRATION612,530**2.2 SOCIAL SERVICES**

Commodities	<u>174,726</u>	
Other Expenditures	<u>149</u>	

TOTAL SOCIAL SERVICES174,875**2.3 SENIOR COMMUNITY HEALTH**

Personnel	<u>72,280</u>	
Commodities	<u>2,000</u>	

TOTAL SENIOR COMMUNITY HEALTH74,280**2.4 TRANSPORTATION**

Personnel	<u>0</u>	
Commodities	<u>43,500</u>	
Buses	<u>50,000</u>	

TOTAL TRANSPORTATION93,500**TOTAL SENIOR CITIZENS SERVICES**955,185

(REF: SENIOR CITIZENS SERVICES TAX 60 ILCS 1/35-55)

3. GENERAL ASSISTANCE**3.1 HOME RELIEF**

Contractual Services	<u>139,991</u>	
Other Expenditures	<u>0</u>	

TOTAL HOME RELIEF 139,991

3.2 ADMINISTRATION

Personnel	<u>99,730</u>	
Commodities	<u>77,712</u>	

TOTAL ADMINISTRATION 177,442

TOTAL GENERAL ASSISTANCE

(REF: GENERAL ASSISTANCE TAX (60 ILCS 1/235-20)) 317,433

4. SOCIAL SECURITY

Personnel	<u>129,859</u>	
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TOTAL SOCIAL SECURITY 129,859

(REF: SOCIAL SECURITY TAX (40 ILCS 5/21-110 &110.1))

5. IMRF

Personnel	<u>161,602</u>	
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TOTAL IMRF 161,602

(REF: IMRF TAX (40 ILCS 5/7-171))

TOTAL RETIREMENT 161,602

6. COMMUNITY MENTAL HEALTH FUND

Personnel	<u>50,445</u>	
Contractual Services	<u>691,011</u>	
Commodities	<u>47,364</u>	
Other Expenditures	<u>480</u>	
Capital Outlay	<u>163,000</u>	

TOTAL COMMUNITY MENTAL HEALTH FUND 952,300

(REF: COMMUNITY MENTAL HEALTH TAX 405 ILCS 20/4)

TAX LEVY SUMMARY

General Corporate Tax	<u>3,197,420</u>	
Senior Citizens Services Tax	<u>955,185</u>	
General Assistance (Public Assistance) Tax	<u>317,433</u>	
Social Security Tax	<u>129,859</u>	
Retirement (IMRF) Tax	<u>161,602</u>	
Community Mental Health Tax	<u>952,300</u>	

TOTAL TAXES LEVIED 5,713,799

SECTION 3: That the Town Clerk shall make and file with the Clerk of said County of Cook, before the time required by law, a duly certified copy of this Ordinance, and it is hereby directed that the aforesaid sum of **\$ 5,713,799.00** be raised by taxation in the manner provided by law.

SECTION 4: That if any section, subdivision or sentence of this Ordinance shall for any reason be held invalid or found to be unconstitutional, such finding shall not affect the remaining portion of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect upon its adoption as provided by law.

SECTION 6: That all prior ordinances and resolutions in conflict or inconsistent herewith are expressly repealed only to the extent of such conflict or inconsistency.

ADOPTED on this 20th day of December, 2011, by the Board of Trustees of Hanover Township.

ROLL CALL:

AYES _____

NAYS _____

ABSENT _____

TOWN CLERK

SUPERVISOR

Hanover Township
Single Township Road District Tax Levy Ordinance

Ordinance _____

An Ordinance levying taxes for all corporate purposes for the **HANOVER TOWNSHIP ROAD DISTRICT, COOK COUNTY, ILLINOIS**, for the fiscal year beginning **April 1, 2011** and ending **March 31, 2012**.

BE IT ORDAINED by the **Board of Trustees of Hanover Township**, Cook County, Illinois, as follows:

SECTION 1: That the Highway Commissioner of the Hanover Township Road District does hereby determine and declare that the sum of **ONE MILLION, FIVE HUNDRED AND EIGHTY-FOUR THOUSAND, SEVEN HUNDRED AND FIFTY-ONE DOLLARS (\$1,584,751.00)** is hereby levied upon all property subject to taxation within the Road District as that property is assessed and equalized for the current year, in order to meet and defray all the necessary expenses and liabilities of the Road District as required by statute or voted by the people in accordance with the law, for such purposes as:

GENERAL ROAD FUND for the fiscal year beginning **April 1, 2011** and ending **March 31, 2012**.

SECTION 2: That the amounts to be levied for each object and purpose shall be as follows:

1.1 ADMINISTRATION

Personnel	39,842	
Contractual Services	<u>92,672</u>	
Commodities	<u>14,248</u>	
Other Expenditures	<u>496</u>	
Capital Outlay	<u>0</u>	
TOTAL ADMINISTRATION		<u>147,258</u>

1.2 MAINTENANCE

Personnel	174,847	
Contractual Services	<u>534,216</u>	
Commodities	<u>121,639</u>	
Capital Outlay	<u>116,235</u>	
TOTAL MAINTENANCE		<u>946,937</u>

1.3 BUILDINGS

Building/Building Improvements	<u>490,556</u>	
TOTAL BUILDINGS		<u>490,556</u>

TOTAL GENERAL ROAD FUND

		<u>1,584,751</u>
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(REF: GENERAL ROAD & BRIDGE TAX. (605 ILCS 5/6-501 &6-504)

TAX LEVY SUMMARY

Road and Bridge Tax	<u>1,584,751</u>	
TOTAL TAXES LEVIED		<u><u>1,584,751</u></u>

THE AMOUNTS TO BE LEVIED were determined and certified by the **Highway Commissioner of the Hanover Township Road District**.

P. Craig Ochoa
Highway Commissioner

SECTION 3: The Hanover Township Board of Trustees certifies to the Cook County Board and Clerk that the amounts levied herein are the amounts necessary to be levied for Hanover Township Road District purposes. It is hereby directed that the aforesaid sum of **\$1,584,751.00** be raised by taxation in the manner provided by law.

SECTION 4: That the ex-officio Road District Clerk shall make and file with the County Clerk of said County of Cook, on or before the time required by law, a duly certified copy of this Ordinance.

SECTION 5: That if any subdivision or sentence of this Ordinance shall for any reason be held invalid or be unconstitutional, such finding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 6: That this Ordinance shall be in full force and effect upon its adaption, as provided by law.

SECTION 7: That all prior ordinances and resolutions in conflict or inconsistent herewith are expressly repealed only to the extent of such conflict or inconsistency.

ADOPTED AND CERTIFIED this 20th day of **December, 2011**, by the Board of Trustees of Hanover Township.

ROLL CALL:

AYES	NAYS	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Road District Clerk

Supervisor

RESOLUTION _____

**A RESOLUTION APPROVING CHANGE ORDER NUMBER ONE
BETWEEN HANOVER TOWNSHIP AND F.B.G. CORPORATION**

WHEREAS, Hanover Township (the "Township") and F.B.G. Corporation (the "Contractor") (collectively, the "Parties") entered into a certain contract (the "Contract") for the renovations to the basement of the Township Senior Center (the "Project") providing for a Project completion date of December 15, 2011; and

WHEREAS, as a result of delays in Contractor obtaining a building permit to commence the Project Work and Contractor's Surety issuing revised payment and performance bonds following the Township's rejection of the original payment and performance bonds pursuant to Section 12 of the Contract, Contractor's commencement of the Project Work was delayed and Contractor will not be able to complete the Project Work until January 27, 2012; and

WHEREAS, Change Order No. One, a copy of which is attached hereto as Exhibit A and incorporated herein ("Change Order No. One"), to the Contract revises the Project completion date from December 15, 2011 to January 27, 2012; and

WHEREAS, pursuant to Section 21 of the Contract and 720 ILCS 5/33E-9 the determinations set forth herein are required relative to Change Order No. One;

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township, Cook County, Illinois (the "Township Board"), as follows:

SECTION ONE: The Township Board hereby finds and determines that the circumstances necessitating the change in completion date from December 15, 2011 to January 27, 2012 as set forth on Change Order No. One were not reasonably foreseeable at the time the Contract was signed, are germane to the original Contract as signed, and/or are in the best interest of the Township and are authorized by law.

SECTION TWO: Change Order No. One is hereby approved.

SECTION THREE: The Township Supervisor is hereby authorized to sign Change Order No. One on behalf of the Township.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 20, 2011

APPROVED: December 20, 2011

Brian P. McGuire, Supervisor

ATTEST:

Katy Dolan Baumer, Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of the Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on December 20, 2011 and approved on December 20, 2011 as the same appears from the official records of the Hanover Township.

Katy Dolan Baumer, Clerk

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Chris Katschell Corporate Design & Development Group	CHANGE ORDER NUMBER: 001 DATE: 12-2-2011	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): FBG C 1015 S. Rovia St. Tallahassee, FL 90126	ARCHITECT'S PROJECT NUMBER: D11005 CONTRACT DATE: CONTRACT FOR: General Construction	

THIS CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any anticipated amount attributable to previously authorized Construction Change Directives)

Due to a delayed start in the project as a result of the General Contractor (the actual starting date was pushed back approx. 43 days from the October 15th 2011 start date therefore the new projected completion date is to be changed to reflect this delayed start.

The original Contract Sum was	\$	<u>335,186.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>335,186.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>0.00</u>
The new Contract Sum including this Change Order will be	\$	<u>335,186.00</u>

The Contract Time will be increased by Forty-Three (43) days.

The date of Substantial Completion as of the date of this Change Order therefore is January 27th 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Corporate Design Development Group
ARCHITECT (Print name)

1015 Rovia St. Tallahassee, FL 90126
ADDRESS

BY (Signature)

Christian Katschell
(Typed name)

DATE

FBG Construction
CONTRACTOR (Print name)

1015 Rovia St. Tallahassee, FL
ADDRESS

BY (Signature)

Frank Guidice
(Typed name)

DATE

Homeco, LLC
OWNER (Print name)

1015 Rovia St. Tallahassee, FL
ADDRESS

BY (Signature)

Brian McGuire, Supervisor
(Typed name)

DATE

RESOLUTION _____

A RESOLUTION APPROVING OF AND AUTHORIZING THE EXECUTION OF A PACE LOCALLY BASED SERVICE PROGRAM AGREEMENT AND ADOPTING A DRUG AND ALCOHOL POLICY AND TESTING PROGRAM AND SYSTEM SECURITY AND EMERGENCY PREPAREDNESS PLAN (SSEPP) AS THEY PERTAIN TO EMPLOYEES INVOLVED IN THE PACE PROGRAM

WHEREAS, Hanover Township (hereinafter referred to as the "Township") is interested in contracting with Pace Suburban Bus (hereinafter referred to as "Pace") for the purpose of providing locally based service vehicles (collectively referred to as "Community Vehicle Program"); and

WHEREAS, Pace offers the Community Vehicle Program to units of government throughout the area which provides for the lease of vehicles in order to accomplish the goals of the program and respective needs of the participating communities; and

WHEREAS, the parties hereto are desirous of entering into agreements for a cooperative Community Vehicle Program; and

WHEREAS, the Township Supervisor and Board of Trustees have determined that it is in its best interests of the Township to enter into agreements for Pace's Community Vehicle Program; and

WHEREAS, there are certain compliance requirements within the Community Vehicle Program with which the Township does not comply; and

WHEREAS, Pace has a Drug and Alcohol Policy and Testing Program and a Safety and Security, System Security and Emergency Preparedness Plan ("SSEPP") which comply with FTA standards.

BE IT RESOLVED by the Supervisor and Board of Trustees of Hanover Township (the "Township Board"), Cook County, Illinois, as follows:

SECTION ONE: The Recitals above are hereby incorporated into and made a part hereof as though fully set forth herein.

SECTION TWO: The Township Board hereby approves the Pace Locally Based Service Program Agreement substantially in the form attached hereto and made a part hereof (the "Agreement").

SECTION THREE: That in order to adequately address the requirements of the terms of the Agreement, the Township Board hereby adopts the Drug and Alcohol Policy and Testing Program and the Safety and Security, System Security and Emergency Preparedness Plan (SSEPP), substantially in the form used by Pace, for those employees involved in the Community Vehicle Program, copies of which are attached hereto and made a part hereof.

SECTION FOUR: The Township Supervisor is hereby authorized to sign the Agreement, and the Township Administrator, or his designees, are authorized to perform all acts necessary to carry out the terms of the Agreement, the Drug and Alcohol Policy and Testing Program, and SSEPP.

SECTION FIVE: The Township Supervisor and Township attorney are authorized to sign the Federal Fiscal Year 2011 FTA Certifications and Assurances, attached hereto and incorporated herein and such other documents as necessary to carry out the Township's obligations under the Agreement, the Drug and Alcohol Policy and Testing Program, and/or SSEPP.

SECTION SIX: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION SEVEN: REPEAL OF PRIOR RESOLUTIONS. All

prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION EIGHT: EFFECTIVE DATE. This Resolution shall be in full

force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 20, 2011

APPROVED December 20, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____ enacted on December 20, 2011, and approved on December 20, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

PACE LOCALLY BASED SERVICE PROGRAM AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2011 by and between Pace, the Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), and HANOVER TOWNSHIP, hereinafter referred to as "Municipality") whose address is 240 s Route 59, Bartlett, Illinois, 60103. For the purposes of this contract, "Municipality" is defined as any City, Village, Township, County, Park District, unit of local government or a Municipality comprised of any of the above within the six-county jurisdiction of the Regional Transportation Authority.

WHEREAS, Pace is devoted to the provision of public transportation as an essential public purpose, important to the goals of improved access and mobility for the people of Northeastern Illinois, reduced traffic congestion and environmental hazards, and support for the Region's economy; and

WHEREAS, the Municipality has requested the use of public transportation vehicle(s) for regular and continuing general or special transportation to the public for certain public transportation purposes (described in Exhibit B attached hereto);

NOW, THEREFORE, the Parties agree as follows:

1. Basic Rate/Funding

Pace shall furnish vehicle(s) to Municipality for its Service. At the end of each month of service, Pace shall send the Municipality an invoice for the following month's Service, payable within 30 days of receipt. At that time, Municipality shall pay Pace One Hundred Dollars (\$100.00) per month per vehicle. Pace has the right to change monthly fares when deemed appropriate by the Pace Board of Directors. Pace will provide the Municipality with thirty (30) day written notice prior to any change in monthly fares. Should the Municipality's monthly fare payment become two or more months in arrears, a late fee of \$25.00 per month per vehicle will be charged until the account is brought to current.

2. Receipt of Vehicle(s) / Service to Disabled

Acceptance of a non-lift equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

Municipality must comply in all respects to the federal requirement for comparable paratransit service. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use mobility aids, is provided in the most integrated setting appropriate to the needs of the



individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

1. Response time;
2. Fares;
3. Geographic area of service;
4. Hours and days of service;
5. Availability of information;
6. Reservations capability;
7. Any constraints on capacity or service availability;
8. Restrictions priorities based on trip purpose.

Municipality shall certify to Pace on The Monthly Locally Based Service Program Report that it is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services.

3. Pass Through Funding Provisions

Pace applied and received federal funds to purchase the equipment being used by municipality in this project. As a condition to receipt of these federal funds Pace agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2011 which can be found at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. Said Master Agreement is incorporated by reference into this Agreement as though fully set forth herein. As a condition to Municipality's use of federally funded equipment in the project, Municipality agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2011.

The Certifications and Assurances attached hereto and made a part hereof as Exhibit A, is a streamlined compilation from the Master Agreement of provisions covered by statutory or regulatory certification or assurance requirements. Not every provision of these certifications and assurances will apply to Municipality or this project. Page 1 of Exhibit A indicates applicable provisions for this project. To ensure compliance with the applicable terms of the Master Agreement, Municipality agrees to execute and submit to Pace page 2 of Exhibit A, FEDERAL FISCAL YEAR 2011 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE. Thereafter on an annual basis Municipality shall execute Certifications and Assurances to ensure that it continues to comply with all applicable provisions of the Master Agreement for the life of the project and the term of this Agreement.

Municipality understands and agrees that Federal laws, regulations, and directives applicable to this project and to Pace and the Municipality on the date on which the FTA authorized assistance for the project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement for the project and the changed requirements will apply to the project, except to the extent that the FTA determines otherwise in writing.

4. Security Deposit

Municipality shall pay to Pace a security deposit in the amount of One Thousand Dollars (\$1,000.00) per vehicle prior to receipt of each vehicle. The deposit amount (without interest) shall be returned to Municipality upon return of the vehicle to Pace, provided the vehicle is returned in the same condition as when it was delivered to Municipality, ordinary wear and tear excepted. Any amounts due to Pace from Municipality may be deducted from the deposit amount.

5. Vehicle Usage Requirement

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

6. Conditions and Restrictions on Use

Municipality shall not allow the vehicle(s) to be used in the following manner:

- (a) For courier service, ambulance-type service, or the transportation of goods, to pull trailers, or allow the consumption of alcoholic beverages on the vehicle.
- (b) For personal use of any driver or other person.
- (c) Use or allow the vehicle to be used illegally or improperly for hire.
- (d) Remove the vehicle from the State of Illinois, unless written approval is obtained in advance from Pace (See Exhibit C).
- (e) Alter, mark or install equipment in or on the vehicle, unless written approval is obtained in advance from Pace (See Exhibit C).
- (f) Expose the vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- (g) For charter service.
- (h) For school bus service.
- (i) For non-transit use.
- (j) To transport groups of children under the age of eight (8).

Municipality shall ensure that the vehicle is locked at all times while parked and that the vehicle is parked while not in use, and overnight, in a secure, off-street location (preferably on Municipality's property or at public transportation centers). Municipality shall take appropriate steps towards the security of Pace's vehicle(s). Municipality shall notify Pace where the vehicles will be located/stored overnight. Municipality is responsible for all dispatch operations for the service.

7. Drug and Alcohol Policy and Training Program

Municipality shall have an adopted Drug and Alcohol Policy and Training Program in effect during the terms of this Agreement. The Drug and Alcohol Policy and Training Program must meet Federal Transit Administration (FTA) and Pace mandates pertaining to deterrence, provisions for drug and alcohol testing and methodology. A current copy of Municipality's

Drug and Alcohol Policy and Training Program must be provided to Pace.

8. Safety, Security and Emergency Preparedness Plan

Municipality shall have an adopted Safety, Security and Emergency Preparedness Plan in effect during the terms of this Agreement. The Safety, Security and Emergency Preparedness Plan must meet Federal Transit Administration (FTA) and Pace mandates. A current copy of the Municipality's Safety, Security and Emergency Preparedness Plan must be provided to Pace.

9. Drivers

Municipality is responsible for providing its own drivers. Each Locally Based Service Program driver must be approved by Pace prior to operating a Pace vehicle. Drivers are not considered employees or agents of Pace or the RTA. Municipality may select its own employees to serve as drivers, including but not limited to bonded municipal drivers or municipal employees. Locally Based Service Program drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and Local laws and regulations, and within the provisions of the established Pace Locally Based Service Program Driver Standards and Locally Based Service Program Operations Manual.

Municipality shall ensure that Pace vehicle(s) are operated only by Pace approved drivers that meet the established Pace Locally Based Service Program Driver Standards, including all federal, state and local standards. Municipality shall comply with driver and safety standards set forth in the Pace Locally Based Service Program Operations Manual. In addition, Municipality shall maintain a file on said drivers evidencing valid drivers license, valid U.S. DOT physical examination, drug and alcohol test results, a criminal background check, driver training, and Motor Vehicle Reports for the previous five (5) years and/or their entire driving history as necessary.

Pace Locally Based Service Program drivers must complete and pass Pace's driver training program. Pace reserves the right to establish additional guidelines in regards to driver procedures and standards. Guidelines established in any bulletins or manuals are to be considered as part of this Agreement.

10. Transportation Coordinator

Municipality must designate an individual to serve as Pace's primary contact person on all matters relating to operation of the Pace vehicle(s) and to coordinate the Locally Based Service Program for the Municipality. This individual is required to attend and complete administrative training provided by Pace. Municipality will notify Pace immediately if this individual is replaced.

11. Employees

Compliance with Federal, State and Local Laws. Municipality agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Municipality also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Employees. Municipality shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Municipality shall comply with all Federal and Pace requirements relating to drug and alcohol testing. Municipality shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with all Pace, Federal, and State driver and safety standards. Failure by Municipality or any Third Party Provider of Municipality to comply with said requirements shall constitute grounds for termination of this Agreement.

Employment Contracts and Labor Agreements. Municipality shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of any pending labor issues which may affect service.

12. Records and Reports

Municipality must designate an individual to serve as Pace's contact person on all matters relating to operation of the Pace vehicle. This individual must attend an orientation session with Pace staff regarding monthly reporting procedures prior to Municipality's receipt of vehicle. Municipality shall keep accurate and timely records on such forms as are provided by Pace. Municipality shall collect and forward these reports to Pace on such schedule as directed by Pace. These reports include, but are not limited to monthly reports and monthly ridership log for each vehicle, and driver information forms. Failure to comply with the reporting required herein shall be considered a breach of this Agreement and cause for immediate termination. A \$7.00 late fee may be charged for late or missed reports that are postmarked after the 5th of the month.

Municipality agrees to report the actual miles traveled in each vehicle per month on such forms as are provided by Pace. Municipality agrees to report revenues and expenses of operation on a monthly basis. In addition, Municipality agrees to complete the Ridership Log on a monthly basis.

Pace reserves the right to change the reporting requirements as necessary upon 30 days written notice to Municipality. Any reporting forms provided by Pace to the Municipality are to be considered as included with this Agreement.

13. Accident Reporting

Municipality agrees to comply with any accident reporting procedures as set forth by Pace. Serious accident/incidents which involve injuries requiring transport from the scene or requiring any vehicle to be towed from the scene or any other event of a serious nature, must be immediately reported to Pace. Any damage to Pace vehicle as the result of an accident will be the responsibility of the Municipality, and any necessary repairs must be effected in a timely basis. Pace reserves the right to revise accident reporting procedures as necessary upon 30 days written notice to Municipality. Any accident reporting procedures or forms provided by Pace to the Municipality shall be considered to be part of this Agreement.

14. Maintenance and Repairs

Municipality shall at all times maintain all Pace assigned vehicles utilized in the Locally Based Service Program in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Municipality shall at all times maintain all Pace assigned vehicles in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Locally Based Service Program Manual and all manufactures maintenance schedules and warranty requirements. Municipality shall perform all preventive maintenance required pursuant to the Pace Locally Based Service Program Manual. Pace reserves the right to revise maintenance requirements and procedures as necessary.

Municipality shall be responsible for the cost of all maintenance, washing, detailing and storage of the vehicle as per the schedule set forth in Pace's Locally Based Service Program Operations Manual and to the extent necessary to maintain the vehicle in good and clean condition.

Municipality shall prepare and maintain accurate records relating to all maintenance work performed by or for Municipality on all Pace assigned vehicles. Municipality shall complete, maintain and transmit to Pace all maintenance forms required in the Pace Locally Based Service Program Manual and any other records requested by Pace including, without limitation, vehicle maintenance records, fuel consumption records, and preventive maintenance records.

15. Pace Equipment Provided: Inventory and Documentation

Pace reserves the right to substitute a different vehicle at any time. Municipality agrees to comply with all Pace procedures for handling Pace Equipment. Municipality agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Municipality. Municipality shall complete and process all documentation necessary to evidence and record the receipt, possession,

return or transfer of any Pace Equipment coming into, being in or leaving its possession.

16. Equipment Inspection

Pace or its designee shall have the right from time to time to cause the equipment and maintenance records to be inspected during normal business hours by any person appointed by Pace. Municipality must comply with Illinois Department of Transportation safety inspection every six months. Upon receipt of documentation evidencing compliance with Illinois Department of Transportation safety inspection, Municipality shall furnish same to Pace within a reasonable time, not to exceed ten (10) days.

Should the above inspection find that the equipment has not been maintained in accordance with the terms and conditions of Section 13 of this Agreement, the inspector shall report all deficiencies noted to the Municipality. Municipality shall have thirty (30) days to correct the deficiencies noted. If not corrected, it shall constitute a breach of this Agreement and cause for immediate termination and repossession of any and all vehicles.

17. Return of Vehicle

Upon termination of the Agreement, Municipality shall return the vehicle to Pace in the same condition as when it was delivered, ordinary wear and tear excepted. Upon its delivery and return, Municipality and Pace shall inspect the vehicle and provide a report on its condition. The report shall be signed by both Pace and Municipality.

Any damage to the vehicle which is determined by Pace to be caused by Municipality's neglect of the vehicle will be the sole responsibility of Municipality, and Municipality shall compensate Pace for the cost of such repairs.

18. Hold Harmless, Indemnification and Insurance

Municipality, its officers, employees, agents and contractors agree:

(a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, or any other transportation agency, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vehicles by any and all third party providers as defined in paragraph 24 of this agreement, and as provided in the Agreement by Municipality, its officers, employees, agents, contractors.

(b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vehicles by any and all third party providers as defined in paragraph 24 of this agreement, and by Municipality, its officers, employees, agents, contractors.

(c) To indemnify Pace, its directors, officers, employees and agents against any and all financial loss resulting from a violation of Pace requirements or misuse of Pace property. In the event of any resulting financial loss to Pace, Municipality agrees to be responsible for the full amount of the loss including but not limited to:

- The cost of reasonable and necessary repairs to the Pace vehicle, or the Actual Cash Value of the Pace vehicle whichever is less.
- Loss of use of the Pace vehicle.
- Loss of revenue.
- All unauthorized charges on the Pace provided credit card(s) assigned and issued to the Municipality.

Municipality and any of its officers, directors, employees, agents, contractors or third party providers utilizing the Pace Vehicles agree to comply with the Municipal Participant Insurance Requirements in Exhibit D and shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vehicles in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (b) Auto Liability:
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (c) Auto Physical Damage:
 - (1) Collision and Comprehensive
- (d) Worker's Compensation: Minimum statutory coverage.

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of A-VII. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vehicles. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

19. Equal Employment And Business Opportunity, Non-Discrimination

Compliance With Federal, State and Local Laws. Municipality shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. " 621 et seq., Title VII of the Civil Rights Acts of

1964, as amended, 42 U.S.C. " 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. " 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Equal Employment Opportunity. Municipality shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit A.

Failure to Comply. In the event Municipality's noncompliance with any provision set forth in Exhibit A or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 18 hereof, results in Municipality being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

Municipality shall comply with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

20. Non-Discrimination

Municipality understands and agrees that regardless of the primary purpose of the usage of the vehicle, that service provided must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Municipality agrees to comply with all provisions of Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises set forth in Exhibit A attached hereto.

21. Audit and Record Keeping

Municipality shall permit authorized representatives of Pace, the Federal Transit Administration (FTA), or its designees to inspect and audit all records and data associated with the operation of the Service. Municipality shall retain all records associated with the service for a period of five (5) years following expiration or termination of the service or such longer period of time for any pending audit, litigation or other claim.

22. Entire Agreement

This Agreement contains the full understanding between Pace and the Municipality. All

prior Agreements, oral or written, are hereby expressly canceled.

23. Amendments

Pace reserves the right to make amendments by modifying and/or adding to any of the terms of this Agreement by providing the Municipality with thirty (30) days written notice.

24. Third Party Providers Requirements

"Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with Municipality, directly provide a significant part of the Transportation Services. All service provided by a Third Party Provider to a Municipality shall be competitively solicited at least once every five years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Municipality from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Municipality shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Vehicle Program Operations Manual as if the name of the Third Party Provider has been substituted for the name of the Municipality therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

25. Terms

This Agreement shall be effective as of the day of its signing and shall continue in force until one of the parties gives the other party written notice thirty (30) days in advance of the desired termination date. Either party may terminate this Agreement, with the required written notice thirty (30) days in advance of the desired termination date, without cause or reason. Pace may terminate the Agreement upon five (5) days notice in the event of failure by the Municipality to correct any safety or accident reporting violations or for failure of Municipality to pay Pace amounts due on a timely basis. If upon termination or directed to return the vehicle to Pace, Municipality fails to return the vehicle to Pace, Municipality will permit Pace, without demand, legal process, or a breach of the peace, to enter any premises under the contract of Municipality where the vehicles are located and to take possession of and remove the equipment. Municipality shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. This Agreement may not be assigned by Municipality without the approval of Pace. All successors and assigned will be bound by the terms and conditions of this Agreement and must fully comply therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the MUNICIPALITY date indicated above by their duly-authorized representatives.

HANOVER TOWNSHIP

PACE

Name: _____

Name: _____

Title: Supervisor

Title: _____

Dated: _____

Dated: _____

A handwritten signature in black ink, appearing to be "M. J. ...", located in the bottom right corner of the page.

EXHIBIT "A"

08/11

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name _____ of _____ Applicant:

The Applicant agrees to comply with the applicable provisions of the following selected
Categories:

Category Description

- | | |
|--|----------|
| 01. For Each Applicant. | <u>X</u> |
| 02. Lobbying. | <u>X</u> |
| 03. Procurement Compliance. | <u>X</u> |
| 04. Private Providers of Public Transportation. | <u>X</u> |
| 05. Public Hearing. | _____ |
| 06. Acquisition of Rolling Stock. | _____ |
| 07. Acquisition of Capital Assets by Lease. | _____ |
| 08. Bus Testing. | _____ |
| 09. Charter Service Agreement. | <u>X</u> |
| 10. School Transportation Agreement. | <u>X</u> |
| 11. Demand Responsive Service. | <u>X</u> |
| 12. Alcohol Misuse and Prohibited Drug Use. | <u>X</u> |
| 13. Interest and Other Financing Costs. | _____ |
| 14. Intelligent Transportation Systems. | <u>X</u> |
| 15. Urbanized Area Formula Program. | <u>X</u> |
| 16. Clean Fuels Grant Program. | _____ |
| 17. Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. | _____ |
| 18. Nonurbanized Area Formula Program. | _____ |
| 19. Job Access and Reverse Commute Program. | _____ |
| 20. New Freedom Program. | _____ |
| 21. Paul S. Sarbanes Transit in Parks Program. | _____ |
| 22. Tribal Projects | _____ |
| 23. TIFIA Projects | _____ |
| 24. Deposits of Federal Financial Assistance to a State Infrastructure Banks. | _____ |

FEDERAL FISCAL YEAR 2011 FTA CERTIFICATIONS AND ASSURANCES
SIGNATURE PAGE

AFFIRMATION OF

Name of Applicant: HANOVER TOWNSHIP

Name and Relationship of Authorized Representative: BRIAN P. MCGUIRE, SUPERVISOR

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application Pace makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Pace seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2011.

The Sub Recipient affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

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

Signature _____ Date: _____
Name BRIAN P. MCGUIRE

Authorized Representative of Applicant

AFFIRMATION OF Applicant's ATTORNEY

For (Name of Applicant): HANOVER TOWNSHIP

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

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

Signature _____ Date: _____

Name LARRY MRAZ
Attorney for Applicant

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

In accordance with 49 U.S.C. 5323 (n) the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2011.

Twenty-four (24) Categories of certifications and assurances are listed by numbers 01 through 24 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." Category 01 applies to all Applicants. Category 02 applies to all applications exceeding \$100,000. Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA (17) for Federal Fiscal Year 2011 at the FTA website <http://www.fta.dot.gov/documents/17-Master.doc>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this category "01." Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise,

C. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. 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), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by 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 Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, 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 Applicant receives Federal assistance awarded by the U.S. DOT or FTA. 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 Applicant retains ownership or possession of the project property, whichever is longer, the Applicant 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 imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, 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 Applicant assures that it will

submit the required information pertaining to its compliance with these provisions.

(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 imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d 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 provided by FTA 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 Title VI implementing procedures as U.S. DOT or PTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. 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 Applicant 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 Applicant 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 other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance 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 described in its application;

(2) Will give FTA, 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 following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) 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;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 et seq., relating to confidentiality of alcohol and drug abuse patient records;

(h) 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; and

(i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of

- choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
- (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
- (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
- (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
- (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by ETA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, 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 projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by ETA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with ETA assistance, As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with PTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with PTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by ETA or the state;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
- (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
- (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
- (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C.

4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 Through 1465;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(l) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(e)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance

exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant 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 Applicant 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, subagreements, contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant 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.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system are incapable of compliance with Federal laws, regulations and directives governing procurements financed with FTA assistance.

The Applicant certifies that its procurements and procurement system will comply with all applicable third party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing.

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by

an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the project preceded by adequate prior public notice of the proposed project including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served;
- C. Held a public hearing on the project if the project affects significant economic, social, or environmental interests after providing adequate notice as described above;
- D. Considered the economic, social, and environmental effects of the proposed project; and
- E. Determined that the proposed project is consistent with official plans for developing the urban area.

06. ACQUISITION OF ROLLING STOCK

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock is required to provide the following certification, FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETFA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 FR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance to acquire capital assets by lease is required to provide the following certifications. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "06."

As required by ETA regulations, "Capital Leases," at 49 CFR 639.15(b)U and 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later, and
- (2) It will not enter into a capital lease for which ETA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at FTA's bus testing facility; and
- B. Will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

Please be advised that participants in the Pace Vehicle Program are prohibited from utilizing Pace vehicles in charter operation per the regulation cited below:

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 5317), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317 or under 23 U.S.C. 133 or 142) for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant agrees that it and each subrecipient, lessee, and third party contractor at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized

under the Federal transit laws (except 49 U.S.C. 604.2), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
- (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

Please be advised that participants in the Pace Vehicle Program are prohibited from utilizing Pace vehicles in school bus operation per the regulation cited below:

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "10."

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient, lessee, or third party contractor at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus operations," 49 CFR part 605, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
- (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11"

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. When the Applicant's service is viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area,

(4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Alternative Transportation in Parks and Public Lands Program is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as 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" is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

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. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, "the Secretary shall ensure that

intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 et seq., January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that ETA expressly determines otherwise in writing.

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant 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.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications. Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.FTA may not award Urbanized Area Formula assistance to any Applicant that has received Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless a quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list for the urbanized area. Beginning this Federal fiscal year 2010, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicants' quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects. FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal,

financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security

projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the state or state organization serving as the Applicant on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 Ct seq. or 42 U.S.C. 1395 et

seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(c1), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

J. The Applicant certifies that it will use only clean fuels to operate any vehicles financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308, and in particular that it will use only ultra-low sulfur diesel fuel to operate "clean diesel" buses financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM

The State or State organization (State) that administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf itself and its subrecipients is required to provide the following certifications on behalf of itself and each subrecipient. Unless FTA determines otherwise in writing, the

State itself is ultimately responsible for compliance with its certifications and assurances even though even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the State provides these certifications by selecting Category "17."

A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(I), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.

C. The private nonprofit subrecipients application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.

D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;

E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and

F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-condition of award, explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1). Before FTA may award Nonurbanized Area Formula Program assistance to a State, the US Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before the Secretary or his or her designee can make those determinations, each State is requested to provide the following assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "(18)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311 (b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- B. In compliance with 49 U.S.C. 5311(b)(2)(q)(ii), the State's program provides or will provide the

maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;

F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;

G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of the amounts of Federal assistance authorized under 49 U.S.C. 5311 that have been provided to the State to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project unless FTA determines otherwise in writing the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in

its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and

(9) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;

D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;

E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of

the objectives of 49 U.S.C. 5316 are being met in the area from which such finding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(CB), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(e)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with

respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;

D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and

E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

21. Paul S. Sarbanes Transit in Parks Program

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transportation in Parks Program assistance (Applicant,) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program assistance to the Applicant until the Applicant provides these certifications by selecting Category "21."

A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program assistance to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c).

Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with

transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).

(7) In compliance with 49 U.S.C. 5307(d)(1)W, the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:

(1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;

(2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and

(3) Consult with the appropriate Federal land management agency during the planning process.

22. TIFIA PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. TIFA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "22."

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare; (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:

(1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for PTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the

public information on the amounts available for TIFLA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to PTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFLA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent

FTA may require.

23. TIFIA PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(I), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(I)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(I)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(I)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(I)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(I)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:
 - (I) will use competitive procurement (as defined or approved by the Secretary),
 - (2) will not use exclusionary or discriminatory specifications in its procurements,
 - (3) will comply with applicable Buy America laws, and
 - (4) will comply with the general provisions for PTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(I)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
 - (1) has made available, or will make available, to the public information on the amounts available for TIFIA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake;
 - (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed;
 - (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
 - (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
 - (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source;
 - (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and
 - (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(I)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to PTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award assistance for the SIB Program to the State until the State provides these

assurances by electing Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the

State to establish the State's SIB Program; and

C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.

D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o), and

B. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

EXHIBIT B*STATEMENT OF INTENDED USE*

The Municipality plans to use the Vehicle obtained from Pace Suburban Bus Service in a manner that will reduce the number of motor vehicles on the road within its corporate limits with a resultant reduction in exhaust emissions and ground water contaminants. The vehicle will be used to provide transportation to the general public or specific groups of the general public such as senior citizens, people with disabilities, and/or low income.

The Municipality will not use the Vehicle to transport groups of children under the age of eight (8). The municipality understands that the vehicles cannot be used for charter operation, to transport school children or be used for a commercial enterprise. The municipality is required to follow all rules and regulations pertaining to safety and drug and alcohol testing.

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

Acceptance of a non-lift-equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

EXHIBIT B-1

Intended Use of Pace Vehicle(s)

Type of service provided: Paratransit Dial-A-Ride

Service operated by: Hanover Township Senior Services

Service area: Hanover Township and 5 miles beyond

Service Days/Hours: Mon.-Fri 8:00 a.m. – 3:30 p.m., Sat. 8:00 a.m. – 12:30 p.m.

Estimated monthly mileage: 1,000 miles

Estimated number of trips provided per month: 300

Trip reservation method: Call Dispatcher

One way fare: \$1.00 donation

Rider eligibility: Seniors and disabled

Holidays the service will not operate: See list attached

Describe existing service provided: Curb to Curb Dial – A Ride

Describe back-up vehicle: 14 Passenger/wheelchair accessible

Describe any additional uses of the vehicle: None

Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool Office.

Signature

Date

Title

Municipality

FOR PACE VANPOOL OFFICE USE ONLY

APPROVED

NOT APPROVED

Vanpool Department Manager

Date

EXHIBIT C

REQUEST FOR "NON-STANDARD" USE

PLEASE CHECK & COMPLETE ANY OR ALL OF THE FOLLOWING ITEMS

PERMIT VEHICLE TO BE DRIVEN OUTSIDE THE STATE OF ILLINOIS:

Description of out-of-state trip planned:

Date or dates of out-of-state use: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____ Date: / / Pace Signature: _____

ALTER, MARK AND/OR INSTALL EQUIPMENT IN OR ON THE VEHICLE:

Description of Alteration, Mark and/or Installation requested:

Date for changes to be made: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____

EXHIBIT D

Municipal Participant Insurance Requirements

The Municipal Vehicle Participants shall provide and maintain insurance covering all claims arising out of the performance of this contract. All insurers must maintain a rating of A-VII or better by A. M. Best Company. All policies shall include a 30 day notice of cancellation provision. Please note the additional insurance requirements outlined on the following page(s). It is important to note that the "Additional Insured" wording shown on the following page must be shown on the Certificate of Insurance exactly as it appears in this document. Minimum insurance requirements are those paragraphs below marked with an x:

- Workers Compensation and Employer's Liability Insurance affording the following limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Contractors not required by statute to obtain workers compensation insurance must demonstrate to Pace's satisfaction the financial capacity to indemnify Pace against claims from Contractor's employees.
- Workers Compensation Waiver of Subrogation
The Municipal participant and its insurer shall agree to waive their rights to subrogate against Pace or the Regional Transportation Authority for an action/incident that may have caused or contributed to an employee injury. Evidence to Pace shall be provided with the issuance of a WC 00 03 13 endorsement.
- Commercial General Liability Insurance (Broad Form) with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 Coverage Form with the following limits:

Each Occurrence-\$1,000,000
General Aggregate-\$2,000,000
Products/Completed Operations Aggregate-\$2,000,000
Personal & Advertising Injury-\$1,000,000
Medical Expense (Any one person)-\$5,000
- Business Automobile Insurance with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired automobiles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain Symbol 1= Any "Auto" for the definition of covered autos. The covered auto designation symbols on the Municipal Participant Auto policy shall also include "8"-Hired Autos and "9"- Non-owned Autos. Uninsured Motorist and Underinsured Motorist Coverage shall be included at the minimum coverage limits mandated by the State of Illinois.
- Umbrella Liability Insurance affording limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Such umbrella coverage shall contain the following policy provisions/endorsements: defense, investigation, and supplementary payments

“outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” shall include “Any person or organization” that is an insured under any policy of underlying coverage. The Municipal participant must maintain the underlying insurance as scheduled during the entire contract term.

- Professional Liability Insurance or Engineers and Consultants Errors and Omissions Insurance coverage with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- Garage Coverage with coverage that meets or exceeds ISO CA 00 05 and Liability limits of at least \$1,000,000 each accident and \$1,000,000 aggregate. This policy should utilize Symbol 21=Any “Auto”. The physical damage coverage including comprehensive and collision should have covered auto Symbol 30=“Autos” left with you for service, repair, storage, or safekeeping. The vehicles should be insured at Actual Cash Value.
- Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL) with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded, and exclusions, Pace requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. The minimal liability limits required for this policy are \$1,000,000.
- Automobile Physical Damage -with coverage afforded for Comprehensive perils including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; Collision perils, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the Actual Cash Value (ACV) of the vehicle(s). The Certificate of Insurance shall also name Pace Suburban Bus Service as the Loss Payee.

The Municipalities' General Liability and Auto Liability insurance shall include the following Additional Insured/Additional Party language and endorsements:

- a. The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for “liability for ‘bodily injury’ ‘property damage’ and ‘personal injury’ caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees.”

In addition, Pace Suburban Bus Service shall be provided with (1) Blanket Additional Insured wording directly from the Municipal Participant’s General Liability insurance policy or (2) a completed CG 20 10 07 04 or (3) a CG 2026 Designated Organization endorsement naming Pace Suburban Bus Service as the designated organization. Through the issuance of

these endorsements, Pace shall receive coverage for "ongoing operations" and "completed operations".

- b. The Municipal participant's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

"Other Insurance" policy provision

The Municipal participant's insurance coverage shall be primary, not contributory and the Certificate of Insurance shall contain language stating: "This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service."

Notice of Cancellation on all Policies

Pace Suburban Bus Service shall be notified in writing at least 30 days prior to a policy cancellation for all reasons except non-payment of premium. In the case of non-payment of premium, Pace Suburban Bus Service shall receive 10 business day's advance written notification of policy cancellation. The cancellation clause shall delete "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives".

Claims-Made Policy

Claims-made policies shall either have (a) No Retroactive date or (b) A Retroactive date no later than the first date Pace Suburban Bus Service entered into a contractual agreement with the Contractor, Vendor, or Supplier. The Certificate of Insurance must indicate the retroactive date for all claims-made policies evidenced.

Occurrence-Form Policy

A valid Certificate of Insurance for all periods of time during which a claim might occur shall be provided to Pace Suburban Bus Service.

Disclosure of a Deductible or Self-Insured Retention (SIR)

The Municipal participant shall disclose any deductible or Self-Insured Retention (SIR) under its General Liability, Automobile Liability, or Workers Compensation policy. Insurance may be provided under a plan of self-insurance, provided that the Municipal participant notifies Pace Suburban Bus Service of its intent to self-insure (or have a deductible equal to or in excess of \$50,000) and agrees that upon request, it shall deliver to Pace each year a copy of its annual report that is audited by an independent CPA including a copy of the most recent fiscal audit and/or actuarial report of financial condition of the entire joint self-insurance (pooling) program including, but not limited to: funding levels, reserving practices, and reinsurance placements.

Insurance Company Acceptability

The Insurance carriers insuring the Municipal participant shall have a current rating of not less than A- VII and must be lawfully authorized to do business in the State of Illinois.

Within 10 days of contract award and prior to delivery of Pace-Owned equipment, the insurance company, or its authorized representative, shall submit an insurance certificate that meets or exceed the requirements contained in this exhibit and provide Pace with thirty (30) days prior written notice of material change, policy cancellation, or a 10 day notice of

cancellation for non-payment of premium. This information shall be sent to:

Insurance Technician
Risk Management Department
Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005

Contractor's failure to carry or document required insurance shall constitute a breach of the contract. Any failure by Pace to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The Contractor shall require all subcontractors to carry the insurance required herein and comply with these requirements. Contractor expressly agrees that these insurance provisions in no way limit Contractor's responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. Contractor or Contractor's insurance agent shall, upon request by Pace, furnish a copy of the insurance policy addressed to the Purchasing Section Manager. The Contractor shall not commence work herein until he has obtained the required approval.

ACKNOWLEDGEMENT FORM
Safety Security Emergency Preparedness Plan (SSEPP)

I do hereby acknowledge that HANOVER TOWNSHIP has adopted the attached SSEPP, and/or is in compliance with the standards outlined in Pace's SSEPP, dated September , 2009.

Provider Name: HANOVER TOWNSHIP

Provider Address: 240 S. ROUTE 59
BARTLETT, ILLINOIS

Authorized Signature: _____

Name: Brian P. McGuire
Title: Supervisor

Date: _____

mcg

ACKNOWLEDGEMENT FORM

This form must be complete and returned to the Vanpool Office

I do hereby acknowledge that HANOVER TOWNSHIP, has adopted the Drug & Alcohol Policy and Testing Program for Providers Providing Transit Service to Pace, as revised December 1, 2011, and is compliance with standards outlined in the Pace Drug and Alcohol Policy and Testing Program. Please submit a copy of the board resolution along with this acknowledgement form

Provider Name: HANOVER TOWNSHIP

Provider Address: 240 S ROUTE 59
BARTLETT, ILLINOIS

Authorized Signature:

Name: Brian P. McGuire
Title: Supervisor

Date:

Effective Date:

11/15/2011

BPM

RESOLUTION _____

A RESOLUTION APPROVING OF AN
INTERGOVERNMENTAL TRANSPORTATION AGREEMENT

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Intergovernmental Transportation Agreement dated December 20, 2011, by and between Hanover Township and the Hanover Township Mental Health Board, a copy of which is attached hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved, subject to approval by the Township Administrator and Township attorney.

SECTION TWO: The Township Supervisor and the Township Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Township, following approval by the Township Administrator and Township attorney.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 20, 2011

APPROVED: December 20, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Hanover Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on December 20, 2011, and approved on December 20, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Hanover Township Clerk

DRAFT

INTERGOVERNMENTAL TRANSPORTATION AGREEMENT

This Intergovernmental Transportation Agreement is entered this 20th day of December, 2011 (the “Agreement”) by and between Hanover Township, an Illinois township and unit of local government (the “Township”) and the Hanover Township Mental Health Board, a community mental health board organized and operating under the Community Mental Health Act (405 ILCS 20/0.1 et seq.) (collectively, the “Parties”).

RECITALS:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, authorizes public agencies to contract with one another to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering the contract is authorized by law to perform (5 ILCS 220/5); and

WHEREAS, the Mental Health Board and the Township are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10 and public agencies within the meaning of the Intergovernmental Cooperation Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, Section 85-13 of the Township Code expressly authorizes the Township to expend funds and enter into cooperative agreements with other

governmental entities to provide public transportation services (including transit and paratransit systems) for residents of the Township (60 ILCS 1/85-13); and

WHEREAS, Section 3e, paragraph 2(b) of the Community Mental Health Act authorizes the Mental Health Board to enter intergovernmental agreements for the rendition of services (405 ILCS 20/3e(2)(b)); and

WHEREAS, the Parties have determined that it is in the best interest of the residents of Hanover Township for the Township's Senior Services Department to provide transportation services for certain Township residents with developmental disabilities (hereinafter "Eligible Residents") to and from the Association for Individual Development (AID) and/or Ecker Center for Mental Health ("Ecker Center") (currently eleven Township residents are receiving such services), and to such other facilities as agreed to between the Parties as herein provided (hereinafter, the "Transportation Services");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, it is hereby agreed by the Parties as follows:

1. RECITALS. The Recitals of this Agreement are made a part hereof as though fully set forth herein.

2. TERM. This Agreement will be in effect beginning January 1, 2012 and ending December 31, 2012. THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR ADDITIONAL ONE (1) YEAR TERMS UNLESS WRITTEN NOTICE IS GIVEN BY EITHER PARTY NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE RENEWAL TERM OR ANY SUBSEQUENT RENEWAL TERM, AS THE CASE MAY BE, OF THE

PARTY'S INTENTION NOT TO RENEW, PROVIDED THAT THE AGREEMENT HAS NOT BEEN TERMINATED EARLIER AS PROVIDED HEREIN.

3. SERVICE DESCRIPTION. The Township's Senior Service Department shall provide the Transportation Services for the Eligible Residents as more fully set forth on the attached Exhibit A. Exhibit A is hereby incorporated and made apart of this Agreement.
4. REPORTING. The Township will provide to the Mental Health Board on a monthly basis a report stating the number of one way trips.
5. REIMBURSEMENT. The Mental Health Board shall pay the Township \$1,700.00 per month as reimbursement for a portion of the Township's costs of providing the Transportation Services. Said monthly fee shall be paid on the first day of each month during the term of this Agreement with the first such payment due on January 1, 2012.
6. TERMINATION.
 - A. This Agreement can be terminated upon thirty (30) calendar days prior written notice by the Township if: 1) the Township develops alternative public transportation services which, as determined by the Township, will better meet the transportation needs of the Eligible Residents, or, 2) the Mental Health Board fails to make payments as required under Section 5

of this Agreement and/or otherwise is in default hereunder beyond the below defined Cure Period.

- B. The Mental Health Board can terminate this Agreement upon thirty (30) calendar days prior written notice; if 1) the Township is in default of this Agreement beyond the below defined Cure Period; or 2) in the event Township does not levy and appropriate sufficient funds on behalf of the Mental Health Board in order for the Mental Health Board to make such payments and perform its other obligations required hereunder.
7. FAILURE TO PERFORM. The Township will not be responsible for any failure to provide Transportation Services due to circumstances beyond the reasonable control of the Township. The Township shall make reasonable efforts to have service restored as soon as practical under such circumstances. No fees will be charged for Transportation Services not performed.
8. RIDER'S FEES. The Mental Health Board, in its sole discretion, may charge Eligible Residents a monthly transportation fee based on a sliding scale based on the Eligible Residents and/or their respective parent(s) or legal guardian(s) financial resources and needs, not to exceed \$35.00 per month, for the time period January 1, 2012 through December 31, 2012. Notwithstanding the foregoing, in the event the Mental Health Board determines that said Eligible Resident(s) and/or their respective parent(s) or

legal guardian(s) cannot afford to pay said transportation fee, the Mental Health Board may waive said transportation fees.

9. INSURANCE. In the event the Mental Health Board is not covered under the Township's general liability and business auto liability coverages for the purposes of this Agreement and the conveyances and obligations contemplated to be made herein, the Township shall add the Mental Health Board as an additional insured under the Township's general liability and business auto liability coverages for the purposes of this Agreement. The Township will provide the Mental Health Board with a certificate of insurance providing for thirty (30) days prior notice in the event of cancellation of such policies.

10. DEFAULT AND CURE PERIOD.

A. Subject to the Force Majeure provisions hereunder, the failure by a Party to perform any provision of this Agreement to be performed by such Party (the "Defaulting Party") shall constitute a default if the failure to perform is not cured within ten (10) calendar days after the Defaulting Party receives written notice thereof (the "Cure Period") from the other Party (the Non-Defaulting Party), or, if the nature of the cure requires a period in excess of ten (10) days, then the cure be commenced within said ten (10) day period, and is thereafter being diligently prosecuted to completion (the "Cure Period").

B. If a Defaulting Party shall have failed to timely cure, any Non-Defaulting Party may, at its election, but without obligation therefore (i) terminate this Agreement as provided above, and (ii) exercise any remedy at law and/or equity, including reasonable attorney's fees.

11. FORCE MAJEURE. The time for performance by any Party of any term or provision of this Agreement shall be deemed extended by time lost due to delays resulting from (i) weather which creates a situation in which it is significantly more difficult to construct than a typical period for three (3) prior years in the Chicago metropolitan area, (ii) acts of God, (iii) strikes, (iv) civil riots, (v) floods, (vi) unavailability of material or labor (not as a result of inability to pay for same by the Party delayed); (vii) restrictions by governmental authorities; and (viii) and any other causes not within the reasonable control of such Party.

12. COMPLIANCE WITH LAWS. The Parties shall at all times observe and comply with applicable laws, ordinances, regulations, and codes of the federal, state, and local governments and any agencies thereof, which may in any manner affect the performance of this Agreement.

13. NO THIRD PARTY BENEFICIARIES AND/OR WAIVER OF IMMUNITIES.

Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or

benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township, the Mental Health Board and/or any of their respective officials, officers, employees, volunteers, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

14. MISCELLANEOUS.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Township and Mental Health Board on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration of this Agreement.

J. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Hanover Township:

By: _____
Township Supervisor

Attest:

By: _____
Township Clerk

Hanover Township Mental Health Board:

By: _____
Chairman

Attest:

Secretary

RESOLUTION _____

**A RESOLUTION APPROVING OF AN
INTERGOVERNMENTAL AGREEMENT REGARDING THE TRIP PROGRAM**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Intergovernmental Agreement, by and among Hanover Township, Elk Grove Township, Palatine Township, Schaumburg Township, Wheeling Township and Pace regarding the Township Riders Initiative Pilot ("TRIP") Program transportation services, a copy of which is attached hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

SECTION TWO: The Township Supervisor is hereby authorized to sign the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 20, 2011

APPROVED: December 20, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Hanover Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on December 20, 2011, and approved on December 20, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Hanover Township Clerk

2012 TRIP TRANSIT GRANT and SERVICE AGREEMENT

THIS AGREEMENT, made and entered into by and between the **SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY**, operating under the name and hereinafter referred to as "Pace" and Elk Grove, Hanover, Palatine, Schaumburg and Wheeling Townships (hereinafter referred to as Townships).

WITNESSETH:

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into grant agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace agrees to provide the transportation services as hereinafter described in Exhibit A attached hereto upon the terms and conditions set forth therein;

WHEREAS Pace shall fund its provision of transportation services as described in Exhibit A up to \$250,000 (hereinafter referred to as "Pace Grant").

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Townships **AGREE** as follows:

1. The parties agree that the recitals hereinabove set forth are incorporated as terms and conditions of this Agreement as though fully set forth herein and binding on the parties.
2. Pace shall provide the services as fully described in Exhibit A attached hereto and the parties agree to comply with the service standards, procedures and parameters provided in Exhibit A attached hereto and made a part hereof.
3. Pace shall provide the funding up to \$250,000 (Pace Grant) for Pace to provide the transportation services as described in Exhibit A.
4. Calculation of monthly Invoice – Pace shall provide a monthly report to the Townships to give an accounting of expended funds. The monthly report shall be based on service costs calculated using actual costs to provide the services less revenue received. The Townships will be responsible for any deficit after the Pace Grant of \$250,000 is expended.
5. Term - This Agreement is effective January 1, 2012, through December 31, 2012 or either party exercises their right to terminate this Agreement under Paragraph 7.

6. Service Provision - Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore Service as soon as practical under the circumstances. Pace shall have the right to make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by the Townships.

7. Termination of Service - Either party may terminate this Agreement with sixty (60) days advance written notification to the other party.

8. Independent Relationship - Pace is an independent contractor and not an employee, agent, joint venturer, or partner of the Townships, and nothing in this Agreement shall be construed as creating any other relationship between the Townships and Pace, or between any employee or agent of Pace and the Townships. Pace employees shall at all times remain employees of Pace, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

9. Severability - The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of the Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s) or sentence(s) shall be deemed excised, modified or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s) or sentence(s) were omitted. The provisions of this paragraph shall survive the termination of this Agreement for any reason.

10. Binding Agreement - This Agreement supersedes any and all prior agreements between the parties, whether written or oral, and shall be binding upon the parties.

11. Authority - Pace and the Townships represent and warrant that their representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace and the Townships to the terms of this Agreement.

12. Complete Agreement - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to Pace for its prior approval. No modification, addition, or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party. Any changes in service description, payment rates or pass allocations shall be reflected in a revised Exhibit attached hereto reduced to writing and signed by both parties.

13. Notices - All notices due to the other party shall be delivered to the address indicated below:

Pace
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Executive Director

Townships:
Wheeling Township
1616 N. Arlington Heights Rd.
Wheeling, IL 60004

Hanover Township
250 S. Rte 59
Bartlett, IL 60103

Schaumburg Township
1 Illinois Blvd.
Hoffman Estates, IL 60129

Elk Grove Township
2400 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Palatine Township
7215 S. Quentin Road, Ste. 101
Palatine, IL 60067

15) Governing Law - This Agreement shall be construed in accordance with the laws of the State of Illinois.

16) This Agreement may be executed by the parties in several counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective as of the date set forth above and executed by their duly authorized officials.

Pace

Wheeling Township

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Schaumburg Township

Hanover Township

By: _____

By: _____

Title: _____

Title Supervisor _____

Dated: _____

Dated: _____

Elk Grove Township

Palatine Township

By: _____

By: _____

Title: _____

Dated: _____

Title: _____

Dated: _____

Exhibit A

TRANSPORTATION SERVICES

HANOVER TOWNSHIP

TYPE OF SERVICE	Curb to curb, dial-a-ride bus service
SERVICE OPERATED BY	Pace private contractor
RESERVATION DAYS & HOURS	Monday through Friday – 9:00 AM to 2:00 PM
RESERVATION METHOD	Reservations shall be accepted at the Pace call center via email a maximum of seven (7) days in advance and a minimum of two (2) days in advance of the day of service. Note: Friday reservations are for Tuesday service.
REGISTRATION METHOD	All riders register through the Township. Registration information is sent to Pace via email and riders are registered with the transportation provider within five (5) business days.
SERVICE AREA	Medical facilities within Palatine, Wheeling, Hanover, Schaumburg and Elk Grove Townships and the Chicago Illinois Medical District which include the following medical centers: <ul style="list-style-type: none">• The University of Illinois Medical Center• The John H. Stroger, Jr. Hospital of Cook County• Rush University Medical Center• Jesse Brown VA Medical Center
SERVICE DAY & HOURS	Monday through Friday – 5:00 AM to 9:00 PM Saturday – 5:00 AM to 4:00 PM Whenever possible, pick-up times are negotiated in order to optimize the efficiency of daily routes.
HOLIDAYS	Service will <u>not</u> operate on the following holidays: <ul style="list-style-type: none">• New Year's Day• Memorial Day• Independence Day• Labor Day• Thanksgiving Day• Christmas Day
ONE-WAY FARE	Trips within the Township \$5.00 Trips across Townships \$10.00 <ul style="list-style-type: none">• No trip will exceed a \$10.00 fare per rider.
SUBSCRIPTIONS	Subscriptions are allowed per the approval of the Township. Subscriptions are submitted via email a minimum of five (5) days in advance of service.
COMPANIONS	One (1) free companion is allowed however they must be registered through the Township.
RIDER ELIGIBILITY	Rider eligibility is determined by the sponsor. Registered riders are seniors who are 60 years and older or persons with disabilities who are 18 years or older.

RESOLUTION _____

A RESOLUTION APPROVING OF A CONTINUING DEPOSIT SECURITY AGREEMENT BETWEEN HANOVER TOWNSHIP AND FIRST EAGLE BANK AND A BAILMENT AGREEMENT AMONG HANOVER TOWNSHIP, FIRST EAGLE BANK AND BMO HARRIS BANK, N.A.

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Continuing Deposit Security Agreement dated December 20, 2011 between Hanover Township (the "Township") and First Eagle Bank, and the Bailment Agreement dated December 20, 2011 among Hanover Township, First Eagle Bank and BMO Harris Bank N.A., copies of which are attached hereto (collectively, the "Agreements") are hereby approved.

SECTION TWO: The Hanover Township Supervisor is hereby authorized to sign the Agreements on behalf of the Township and to perform all acts necessary to carry out the terms of the Agreements.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 20, 2011

APPROVED December 20, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____ enacted on December 20, 2011, and approved on December 20, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

CONTINUING DEPOSIT SECURITY AGREEMENT

THIS AGREEMENT is entered into as of this 20th day of December, 2011, by and between Hanover Township, Cook County, Illinois ("Customer" or "Township"), and First Eagle Bank, 1040 E. Lake Street, Hanover Park, Illinois, 60133 ("the Bank").

RECITALS

A. From time to time Customer, for investment and business purposes, makes deposits of money with the Bank, including but not limited to interest bearing certificates of deposit.

B. Although such deposits are generally eligible for FDIC insurance coverage, such coverage is limited for the funds of each public unit, as that term is defined by applicable law.

C. In consideration of the deposits made by Customer with the Bank, Customer and the Bank desire to enter this Agreement granting Customer a security interest in certain Collateral hereinafter defined to afford Customer greater protection.

NOW, THEREFORE, in consideration of the Customer depositing its funds with the Bank and as security for the repayment of those deposits, the parties agree as follows:

1. The Recitals are incorporated into the body of this Agreement and made a part hereof as though fully set forth herein.
2. OBLIGATIONS. The obligations subject to this Agreement, hereinafter referred to as "Obligations", are the accounts and certificates of deposit and other deposits held in the name of Hanover Township (or registered using Hanover Township's account number with the Bank).
3. GRANT OF SECURITY INTEREST - COLLATERAL.
 - a) To secure the Obligations described above, the Bank hereby grants to the Customer a security interest in and assigns and pledges assets below defined and hereinafter referred to as ("Collateral"). The Bank represents that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Unit and further authorizing and approving the execution and delivery of all related contracts between the Public Units and the Bank, including without limitation, assignments, pledge agreements and security agreements; that such resolution is reflected in the Minutes of the Bank's Board of Directors; and that a copy

of this Continuing Deposit Security Agreement shall be maintained as an official record of the Bank.

b) COLLATERAL REQUIREMENTS: Notwithstanding any provision herein to the contrary, the Bank shall take such actions as necessary to insure that the fair market value of the Collateral required hereunder shall equal or exceed 110% of the Obligations of the Bank which exceed the sum of the Federal Deposit Insurance Corporation's Insurance limitation, and said Collateral shall consist entirely of securities of the following types (hereinafter, "Permitted Securities"):

1. Obligations of the United States Government, Treasury bills, Certificates of Indebtedness, Notes and Bonds constituting a direct and general obligation of the United States;

2. Obligations of United States government agencies, the interest and principal of which are unconditionally guaranteed by the United States; and/or

3. Direct and general obligations of the State of Illinois.

c) PLEDGE OF COLLATERAL: The Bank hereby pledges State of Illinois General Obligation Bond (Taxable Series-2011) (Cusip 452152 HS3) with a Par value in the amount of \$355,000 and market value of approximately \$372,679 as Collateral (the "Illinois G.O. Bond") for the following Township Certificates of Deposit with Bank:

(i) Certificate of Deposit No. 462519 in the amount of \$245,000 with an interest rate of 0.45% and with a maturity date of November 15, 2012, and

(ii) Certificate of Deposit No. 462527 in the amount of \$245,000 with an interest rate of 0.65% and a maturity date of May 15, 2013,

(collectively, the "CDs").

Notwithstanding the forgoing, any additional deposits by the Township and/or reduction in FDIC insurance limits shall require Bank to pledge such additional Permitted Securities as Collateral to comply with the requirements of Section 3b above.

4. LOCATION OF COLLATERAL. The Bank agrees to deliver and place the Collateral required herein, including but not limited to the Illinois G.O. Bond, with BMO Harris Bank N.A., hereinafter referred to as "Bailee", as a book entry item in the name of the Customer as the secured party for the account of the Township, for purposes of holding and perfecting the Township's security interest in the Collateral in accordance with the terms and conditions of the Bailment Agreement dated December 20, 2011 by and among the Bank, the Township and Bailee, a copy of which is attached hereto and incorporated herein. Evidence of such transaction will be forwarded to the

Customer immediately after the transaction occurs, in no event later than one (1) week from the execution of this Agreement.

5. BANK REPRESENTATIONS, WARRANTIES AND PROMISES. The Bank further represents, warrants and agrees:
 - a) The Bank has full power and authority to enter into this Agreement.
 - b) The Bank is the owner of the Collateral.
 - c) The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be continually maintained at the amount equal to or greater than 110% of the Obligations of the Bank to the Customer which exceed the sum of the Federal Deposit Insurance Corporation's Insurance limitation, and shall consist entirely of Permitted Securities. Customer will notify Bank of significant changes in the amount of Customer's deposits, at which time Bank will pledge additional or release excess securities. (Bank will voluntarily monitor the market value of pledged securities on a daily basis.)
 - d) If the Bank shall desire to sell or otherwise dispose of any one or more of the securities constituting part of the Collateral deposited with the Bailee, it may substitute for any one or more such securities other securities of the same current market value and of the character authorized herein, provided such securities are Permitted Securities as defined above. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it is desired; provided, however, that the aggregate market value of all collateral pledged hereunder shall be at least equal to the amount of Collateral required hereunder and further provided that such Collateral consists entirely of Permitted Securities.
 - e) The Bank shall be entitled to income on securities held by the Bailee, and the Bailee may dispose of such income as directed by the Bank without approval of the Customer, provided a breach of contract or Bank default does not exist.
 - f) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.
 - g) The above defined CDs and other Customer deposits shall at all times remain FDIC insured (subject to the FDIC maximum insurance coverage limits).
6. EVENTS OF BANK DEFAULT. The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions which continue to exist for a period of ten (10) days after Customer has served the Bank with a notice generally describing said default or defaults:

- a) Failure to comply with any of the requirements of Subparagraphs 3B or 4 above or any other provisions of this Agreement, including but not limited to providing that the CDs and other Customer deposits are at all times FDIC insured (subject to the FDIC maximum insurance coverage limits).
 - b) Non-payment of any of the Obligations when due or non-performance of any promises made by the Bank in this Agreement.
 - c) Insolvency of the Bank.
 - d) The appointment of a receiver for any part of the Bank.
 - e) The occurrence of a loss by the Bank. "Loss" means any loss of public moneys resulting from the failure of the Bank to repay to the Township the full amount of the Obligations (secured deposits) because a federal or state regulatory authority has taken possession of the Bank or because the Bank has, with the consent and approval of a federal or state regulatory authority, adopted a stabilization and readjustment plan or has sold a part of all of its assets to another financial institution which has agreed to pay a part or all of the deposit liability on a deferred payment basis.
7. RIGHT OF CUSTOMER UPON BANK'S DEFAULT. In the event of a default by the Bank, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial Code and any other applicable law, the Customer may (but is under no obligation to the Bank to do so) sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with right to purchase the Collateral at any public sale. Out of the proceeds of any such sale Customer may deduct its actual damages and reasonable costs and expenses of sale incurred as a result of Bank's default, including but not limited to reasonable attorney's fees, accounting to Bank for the remainder, if any, of such proceeds or collateral remaining unsold.
8. CUSTOMER REPRESENTATIONS, WARRANTIES, AND PROMISES. Customer further represents, warrants and agrees:
- a) Customer has full power and authority to enter into this Agreement.
 - b) Customer will comply with the terms of any other agreements it may have with the Bank which govern the Obligations.

In the event that Customer fails to comply with any of its promises herein, or any of its representations is untrue or any of its warranties is breached, or if any of the Obligations are subjected to service of process, including but not exclusively, a writ of execution, then Bank may immediately terminate this Agreement.

9. LAW GOVERNING. This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of Illinois applicable to agreements made and to be wholly performed in such State.
10. TERMINATION OF THE AGREEMENT. Customer or the Bank may terminate this Agreement by giving not less than fourteen (14) days prior written notice of termination to the other party provided said party seeking to terminate the Agreement is not in default hereunder, and further provided that in the event of termination by the Bank, that the Township shall be authorized to withdraw its Obligations (secured deposits) without penalty prior to said expiration date. The rights and liabilities of the parties under this Agreement shall survive any termination of the Agreement until all duties and obligations have been satisfied in full.
11. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. (Chicago time) Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) or via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

CUSTOMER:

Name: Hanover Township
Address: 250 South Route 59
City/State: Bartlett, Illinois 60103
Attention: Brian P. McGuire, Township Supervisor
James Barr, Township Administrator
Fax: (630) 837-7449

WITH COPY TO:

Name: Bryan E. Mraz & Associates
Address: 111 East Irving Park Road
City/State: Roselle, Illinois 60172
Attention: Laurence J. Mraz
Fax: (630) 529-2019

BANK:

Name: First Eagle Bank
Address: 1040 E. Lake Street
City/State: Hanover Park, Illinois, 60133
Attention: Paula J. Wegner, Senior Vice President
Fax:

Either party hereto may change the place of notice to it by sending written notice to the other party.

12. ASSIGNS. This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall insure to the benefit of Customer and the Bank and their respective successors and assigns. No portion of this Agreement may be assigned without the express written consent of the other party. Any such assignment without said prior approval shall be null and void.

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER:
Hanover Township

List of Accounts and Certificates of Deposit:
Certificate of Deposit No. 462519
Certificate of Deposit No. 462527

Hanover Township:

BY: _____

Hanover Township Supervisor
Title

BANK:

First Eagle Bank:

BY: _____

Title

**BAILMENT AGREEMENT
(Illinois)**

THIS BAILMENT AGREEMENT ("Agreement") is made and entered into this _20th day of December, 2011, by and between the undersigned bank ("Bank"), public depositor ("Public Depositor" or the "Township") and bailee ("Bailee").

WHEREAS, pursuant to a separate Continuing Deposit Security Agreement dated December 20 , 2011, executed by and between the Bank and the Public Depositor ("Security Agreement"), a copy of which is attached hereto and incorporated herein, the Bank has granted the Public Depositor a security interest in the Collateral as defined in the Security Agreement ("Collateral"); and

WHEREAS, it is intended that the Bailee be appointed bailee for the Public Depositor for purposes of taking possession of and perfecting the Public Depositor's security interest in the Collateral.

NOW, THEREFORE, for value received, it is agreed as follows:

1. Possession of Collateral. The Bailee is designated bailee for purposes of holding and perfecting the Public Depositor's security interest in the Collateral, and the Bank agrees to deliver the Collateral into the actual and exclusive possession and control of the Bailee for the account of, and as bailee for, the Public Depositor, to be held in a safekeeping account to be designated by the Bailee. The delivery of Collateral held in book-entry (uncertificated) form shall be affected by entry of a notation on the records of the Bailee indicating that the Collateral is held for the Public Depositor. Delivery of definitive (certificated) securities shall be affected by personal delivery or registered mail to the Bailee duly endorsed in blank or with executed stock or bond powers attached. The Bailee agrees to acknowledge receipt of the Collateral to the Bank and Public Depositor.

2. Instructions as to Collateral. Collateral may be withdrawn and substituted in accordance with paragraph 5d of the Security Agreement provided that the substituted Collateral consists entirely of Permitted Securities as defined in paragraph 3b of the Security Agreement and is in

an amount of not less than 110% of the Obligations (as defined in paragraph 2 of the Security Agreement) of the Bank to the Public Depositor which exceed the sum of the FDIC's insurance limitation, and the Bailee shall accept and may rely on instructions or statements given by the Bank to accept and hold additional or substituted Collateral on behalf of the Public Depositor or to return to the Bank Collateral withdrawn. Except as specifically provided in this Agreement or the Security Agreement to the contrary, the Bailee shall not release, exchange, transfer, substitute or otherwise dispose of any Collateral without the prior written consent of the Public Depositor. In the event the Bank defaults on its obligations to the Public Depositor as defined in the Security Agreement, and as evidenced by written notice of default from the Public Depositor to the Bailee and the Bank, the Bailee shall transfer and deliver the Collateral to the Public Depositor.

3. Fees. The Bank shall pay to the Bailee the Bailee's fees for services rendered under this Agreement.

4. Authority. The execution, delivery and performance of this Agreement are within the powers of the Bank, the Public Depositor, and the Bailee and have been duly authorized by proper corporate action.

5. Standard of Care. The Bailee is not responsible for, and makes no representation or warranty whatsoever to anyone with respect to, the validity or enforceability of the Public Depositor's security interest in the Collateral as perfecting said security interest is the obligation of the Bank. The Bailee shall have no obligation to the Public Depositor or to the Bank to collect or realize upon the Collateral or to collect any interest, dividends, or other distribution made on or with respect to the Collateral. Notwithstanding the foregoing and unless the Bailee and Bank shall receive written notice of default from the Public Depositor, the Bailee shall accept such interest, dividends or other distributions tendered to it and shall transfer the same to the Bank. Upon receipt of such written notice of default, the Bailee shall hold such interest, dividends or other distributions in an account for the benefit of the Public Depositor until otherwise instructed in writing by the Public Depositor. The Bailee shall exercise reasonable care and diligence in the possession, retention and protection of the Collateral, but any liability on its part for loss or damage to the

Collateral shall be limited to the market value of the Collateral on the date of discovery of such loss or the date on which the loss occurred, whichever amount shall be greater. The Bailee shall be required to perform only those duties specifically set forth in this Agreement and no additional duties, express or implied, shall be imposed on the Bailee under this Agreement or by operation of law. The Bailee shall not be liable for any loss resulting from any action taken or omitted under this Agreement in connection with the Collateral unless such loss is proximately caused by the negligence or willful misconduct of Bailee, its officers, employees and/or agents and/or breach and/or default under of this Agreement by Bailee. The Bank shall indemnify, defend and hold harmless the Bailee from and against any and all claims, liabilities, demands, or obligations of any kind asserted by any person, and all costs and expenses, including but not limited to, attorney's fees arising out of or in any way incident to the safekeeping services provided under this Agreement; provided, however, that no duty or indemnity shall exist when the liabilities are caused or expenses are incurred by reason of a violation by the Bailee of any of the terms of this Agreement.

6. Termination. This Agreement and the duties and responsibilities of the Bailee under it shall remain in effect until the occurrence of one or more of the following events:

a. Bailee's written resignation submitted to the Public Depositor and the Bank, such resignation to be effective thirty (30) days following delivery of the resignation, at which time the Bailee shall unless an event of default has occurred deliver all Collateral and any dividends, interest or other distributions made on or with respect to the Collateral in its possession as directed in writing by the Public Depositor and the Bank within the 30-day period or to the Bank in the event the Bailee is not so directed in writing.

b. Payment by the Bank to the Public Depositor of the Public Deposits secured by the Collateral as evidenced by a written notice from the Public Depositor to the Bailee, at which time the Bailee shall deliver to the Bank all Collateral and any dividends, interest or other distributions made on or with respect to the Collateral in its possession.

c. Removal of the Bailee by the Bank and the Public Depositor as evidenced by written notice to the Bailee from the Public Depositor and the Bank, such removal to be effective immediately following delivery of the notice, at which time the Bailee shall deliver all Collateral and any dividends, interest or other distributions made on or with respect to the Collateral in its possession as directed in writing by the Public Depositor and the Bank.

d. Termination of the Security Agreement by the Bank pursuant to Paragraph 10 of the Security Agreement as evidenced by written notice to the Bailee, and the Bailee shall, unless an event of default has occurred, deliver to the Bank all Collateral and any dividends, interest or other distributions made on or with respect to the Collateral in its possession following expiration of the notice period.

e. Delivery of the Collateral to the Public Depositor in accordance with paragraph 2 of this Agreement.

Delivery of the Collateral pursuant to this paragraph shall be affected by reversing the entry made under Paragraph 1 of this Agreement for Collateral held in book-entry (uncertificated) form or by personal delivery or registered mail of Collateral held in definitive (certificated) form duly endorsed in blank or with executed stock or bond powers attached.

7. Miscellaneous. This Agreement constitutes the entire agreement of the Bank, Public Depositor and Bailee and may not be amended except upon the express written consent of the Bank, Bailee and Public Depositor. This Agreement shall be interpreted and construed in accordance with the laws of Illinois. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement shall inure to the benefit of, apply to and be binding upon any successors of the Bank, Public Depositor and the Bailee. Neither the Bank nor the Bailee shall assign this Agreement or any of the duties imposed under it without first obtaining the written consent of the other and the Public Depositor.

[SIGNATURE PAGE TO FOLLOW]

Dated this 20th day of December, 2011.

Bank:

Bailee:

First Eagle Bank:

BMO Harris Bank N.A.:

By: _____

By: _____

Title: _____

Title: _____

Hanover Township:

By: _____

Brian P. McGuire

Title: Hanover Township Supervisor

Attachment

RESOLUTION _____

**A RESOLUTION APPROVING OF A COMMERCIAL LEASE BETWEEN
HANOVER TOWNSHIP AND RENZ ADDICTION COUNSELING CENTER**

BE IT RESOLVED by the Supervisor and Board of Town Trustees of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: The Commercial Lease dated December 20, 2011, and Addendum No. One thereto dated December 20, 2011 between Renz Addiction Counseling Center and Hanover Township (the "Township"), copies of which are appended hereto and expressly incorporated herein by this reference (collectively, the "Lease Agreement"), are hereby approved, subject to approval by the Township Administrator and Township attorney.

SECTION TWO: The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Lease Agreement on behalf of the Township, following approval by the Township Administrator and Township attorney.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 20, 2011

APPROVED December 20, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____ enacted on December 20, 2011, and approved on December 20, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Commercial Lease

This lease is made between Renz Addiction Counseling Center
of One American Way, Suite 2 West, Elgin, Illinois, 60120, herein called Lessor, and
Hanover Township, an Illinois Township of located in Cook County,
Illinois, herein called Lessee. Lessee hereby offers to lease from Lessor the
premises situated in the City of Elgin, County of Cook
State of Illinois described as see Addendum No. One, attached
hereto and incorporated herein.

upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of two years, commencing January
1, 2012, and terminating on December 31, 2013, or sooner as provided herein at the annual rental monthly
of \$2,181.00 payable in equal installments in advance on the first day

of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor at the address
specified above. * the first two (2) months of rent payments are waived**

2. Use. Lessee shall use and occupy the premises for township services (see Addendum No. One) the premises shall
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition,
including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises
and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee
shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:

See attached Addendum No. One

which shall be maintained by Lessor. ~~Lessee shall also maintain in good condition such portions adjacent to the premises, such as~~
~~sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.~~

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or
improvements, in, to or about the premises. - see Addendum No. One

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and
federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the
use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written
consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be
void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name
of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for ~~sewer, water,~~ gas,
electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered,
Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such
amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard of-
fice use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive elec-
trical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and
upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to
the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

** rent for any partial month shall be pro-rated.

*** water and sewer utility expenses and waste removal shall be paid by Lessor.

lease the same to inspect the premises thereafter.

9. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the nonreserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees. Separated structured parking, if any, located about the building is reserved for Lessees of the building who rent such parking spaces. Lessee hereby leases from Lessor 10 spaces in such a structural parking area, such spaces to be on a first-come first-served basis. In consideration of the leasing to Lessee of such spaces, Lessee shall pay a monthly rental: - 0 - Dollars (\$ - 0 -) per space throughout the term of the lease. Such rent shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

10. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.

11. Indemnification of Lessor. To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim. *- see Addendum No. One*

12. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

See Addendum No. One

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

13. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of \$2,181.00 Dollars () as security for the performance of Lessee's obligations under this lease, including without limitation the surrender or possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. ~~In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.~~ *see Addendum No. One*

18. Common Area Expenses. ~~In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.~~

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 24 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term ~~except that~~ the monthly rent shall be the sum of \$2,181.00. . The option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in NA. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 20th day of December, 2011.

Lessor:

Lessee:

Brian P. McGuire, Hanover Township Supervisor

Addendum No. One dated December 20, 2011 is attached hereto and incorporated herein.

ADDENDUM NO. ONE dated December 20, 2011 to the Commercial Lease (the "Agreement") dated December 20, 2011 by and between Renz Addiction Counseling Center (assumed name Employee Assistance Services, Inc.), a not-for-profit corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code ("Lessor" or "Renz") and Hanover Township, an Illinois township ("Lessee" or the "Township") (collectively, the "Parties").

1 The leased premises consist of part of the first floor of the property commonly known as One American Way, Elgin, Illinois, 60120 (part of PIN 06-07-302-066-0000) consisting of approximately 1,850 square feet as depicted on the floor plan attached hereto as Exhibit A and incorporated herein and the ten parking spaces set forth in paragraph 9 of the Agreement (collectively, the "Premises"). One American Way, Elgin, Illinois, 60120 is referred to herein as the "Subject Property".

2. The use of the Premises by the Lessee shall be for township services authorized under the Township Code (60 ILCS 1/1-1 et al seq.); provided such use is exclusively for charitable or beneficent purposes within the meaning of Section 15-65 of the Property Tax Code (35 ILCS 200/15-65), and not used with a view to profit ("Permitted Uses"). The Parties understand and agree that as a unit of local government the Lessee operates without a view to profit. Also, any fees for any Permitted Uses are reduced and/or waived for persons who cannot afford such services.

3. Paragraph 3 of the Agreement is amended by adding the following thereto:

"Maintenance, Renovations and Repairs"

A. The Parties agree that Lessee is permitted to perform the following renovations to the Premises: (1) remove the sinks and cabinets and install flooring in the offices identified as Numbers 2, 3 and 5 on attached Exhibit A; (ii) remove interior walls in the offices identified as Numbers 6, 7 and 8 on Exhibit A to create a new multi-purpose room; and (iii) install flooring in said new multi-purpose room. The above improvements are collectively referred to herein as "Lessee's Initial Renovations", and shall be performed by Lessee's Facilities and Maintenance staff. Lessee anticipates that it will complete Lessee's Initial Renovations within approximately four (4) weeks.

B. Following Lessee's completion of Lessee's Initial Renovations, Lessor shall (i) paint the interior walls (the colors to be agreed to between the Parties), (ii) clean the carpets, and (iii) replace damaged and/or stained ceiling tiles to match the existing ceiling tiles within the Premises. The above improvements are collectively referred to herein as "Lessor's Initial Renovations". Lessor anticipates that Lessor's Initial Renovations shall be completed within approximately one (1) week.

- C. In consideration of Lessee's Initial Renovations, Lessor agrees not to charge Lessee any rent for the first two (2) months of the Initial Term of the Agreement.
- D. Notwithstanding any provision in the Agreement to the contrary, Lessee's obligations following Lessee's Initial Renovations hereunder shall be limited to routine maintenance and minor repairs to the interior of the Premises not to exceed \$1,000 in the aggregate during the term of this Agreement. Repairs, maintenance and/or improvements in excess of \$1,000 in the aggregate, and all Alterations (defined below) to the exterior of the Premises, shall be performed and paid for by Lessor. Notwithstanding the forgoing, each Party shall be responsible for paying for repairs attributable to said Party's negligent acts and/or omissions.
- E. Lessee and Lessor shall perform all renovations, maintenance, repairs, improvements and alterations required or permitted hereunder (collectively, "Alterations") in accordance with applicable laws, including, but not limited to City of Elgin Building Codes.

4. Paragraph 4 of the Agreement is amended to provide that any Alterations, other than those set forth in paragraph 3 of this Addendum, shall require Lessor's prior written approval, excluding emergency repairs.

5. Notwithstanding any provision herein to the contrary, Lessor shall be responsible for maintaining in good condition sidewalks, driveways, lawns and shrubbery, including but not limited to lawn mowing, weed control, snow removal, outside and inside common area cleaning, exterior building repairs, and maintenance of the HVAC system.

6. Paragraph 11 of the Agreement is amended to read as follows:

*11. Indemnification

A. Lessee shall indemnify and hold Lessor, its officers, directors, employees and volunteers harmless from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees) attributable to the negligence and/or recklessness of the Lessee, and/or its employees, except to the extent attributable to the negligence or recklessness of Lessor, its officers, directors, employees and/or volunteers.

B. Lessor shall indemnify and hold Lessee, its officials, officers, employees and volunteers harmless from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees) attributable to the negligence and/or recklessness of the Lessor and/or Lessor's employees, except to the extent attributable to

the negligence or recklessness of the Lessee, its officials, officers, employees and/or volunteers."

7. Paragraph 12 of the Agreement is amended to read as follows:

"A. Lessee shall maintain the types and amounts of coverages set forth on Exhibit B, attached hereto and incorporated herein during the term of this Agreement and any renewal and/or extension thereof. Lessee will cause Lessor to be named as an additional insured under Lessee's general liability coverage with respect to Lessee's use of the Premises".

"B. In the event any Alterations are performed by or on behalf of Lessee hereunder other than by Lessee's employees, then the contractors performing said repairs shall require the prior approval of Lessor, and said contractors shall maintain insurance coverages of the types and not less than the amounts set forth on Exhibit C, a copy of which is attached hereto and incorporated herein. Said contracts shall name Lessor, Lessee and their respective officials, officers, employees, volunteers and agents as additional insureds on said contractor's commercial general liability coverages. All such Alterations performed by such contractors shall require Lessor's prior written approval as provided in paragraph 4 of this Addendum No. One, and shall be performed in accordance with applicable laws, including but not limited to City of Elgin Building Codes".

8. Paragraph 14 of the Agreement is amended to provide that in the event the Premises are rendered untenable during the term of this Agreement by fire or other casualty, then either Party may terminate this Lease Agreement in the event said repairs are not completed by Lessor within thirty (30) days of said casualty. In such case any prepaid rent shall be prorated based on the date of said casualty and any excess prepaid rent shall be refunded to Lessee. In the event the Agreement is not terminated and/or in the event said repairs are completed in less than thirty (30) days, rent shall be prorated based on the number of days in which Lessee was unable to use the Premises due to said casualty and/or repairs.

9. Paragraph 19 of the Agreement is amended to read as follows: "In the event of default hereunder, the Non-Defaulting Party shall be entitled to all reasonable costs, attorney's fees and expenses in law and/or equity, subject to the cure period provided in paragraph 15, the limitations on liability set forth in paragraph 29, and immunities and privileges set forth in paragraph 27, of the Agreement as modified by this Addendum No. One".

10. The Parties understand and agree that Lessor has or will file for a real estate tax exemption for the Premises. The Parties understand that Lessee is a unit of local government that operates without a view to profit and that the Permitted Uses hereunder should not be a basis for Lessor being unable to obtain such real estate tax exemption. Notwithstanding the foregoing, Lessee agrees to cooperate with Lessor and to furnish such documents as reasonably requested by the Cook

County Board of Review and/or Illinois Department of Revenue in order for Lessor to obtain said real estate tax exemption for the Premises. In no event shall Lessee be obligated to pay any real estate taxes attributable to the Premises and/or Subject Property.

11. The Agreement is further amended by adding the following thereto:

"27. A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Lessee and/or any of its officials, officers, employees, volunteers and/or agents; such immunities and privileges are expressly reserved.

B. Notwithstanding any provision herein to the contrary, the insurance company, self-insurance pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to defenses contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

28. Covenant of Quiet Enjoyment. Lessor agrees that if Lessee performs all the covenants and agreements herein provided to be performed by Lessee, Lessee shall, at all time during the Lease Term and any renewal thereof, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Lessor or any persons claiming under Lessor."

29. Limitation on Liability. Neither Party shall be liable hereunder for punitive, consequential, special, indirect, incidental, and/or exemplary damages.

30. Compliance with Applicable Law. Both Parties shall comply with applicable federal, state and local laws relative to their respective obligations and duties hereunder.

31. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Lessor and Lessee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement".

12. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

[SIGNATURE PAGE TO FOLLOW]

Hanover Township:

By: _____
Supervisor

Attest:

Clerk

Renz Addiction Counseling Center:

By: _____
Executive Director

Attest:

Title: Development Director



One American Way - Suite 1 East W

Current Floor Plan

1850 sq ft

4 Exam Rooms - 1 Consult Room

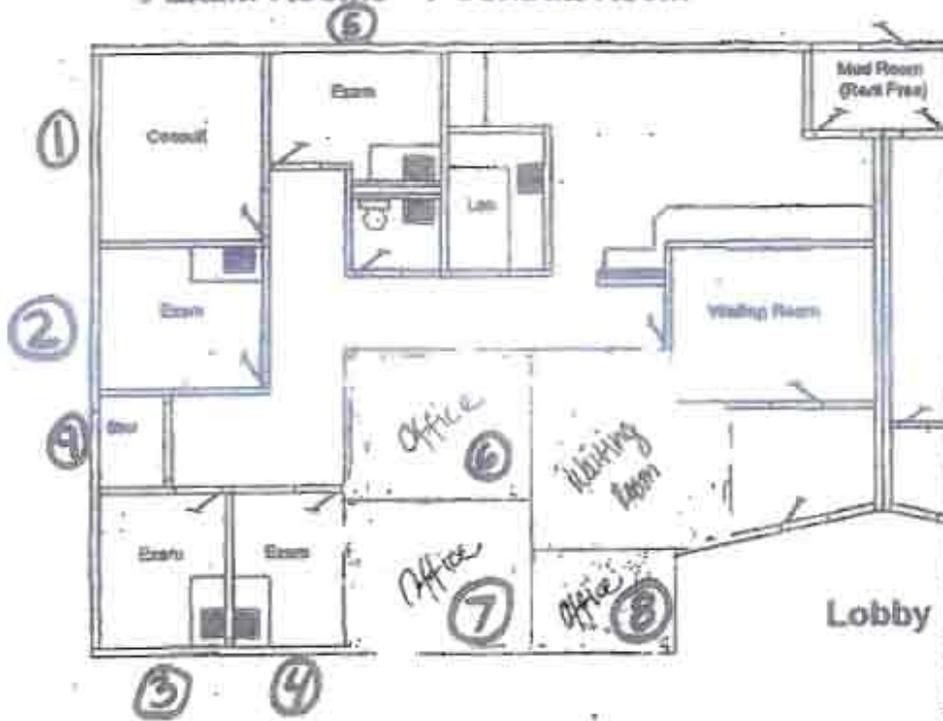


EXHIBIT B

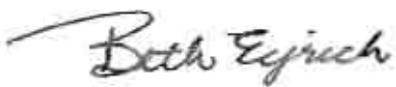
CERTIFICATE OF COVERAGE		68	ISSUE DATE (MM/DD/YY) 06/20/2011			
TOWNSHIP OFFICIALS OF ILLINOIS RISK MANAGEMENT ASSOCIATION c/o Cannon Cochran Management Services, Inc. Towns Centre Building 2 East Main Street Danville, IL 61832		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS BELOW.				
		COVERAGE PROVIDED BY				
		COVERAGE PROVIDER	A Township Officials of Illinois Risk Management Association			
		COVERAGE PROVIDER	B			
COVERED MEMBER JAMES BARR ADMINISTRATOR HANOVER TOWNSHIP / COOK 250 SOUTH ROUTE 59 BARTLETT IL 60103		COVERAGE PROVIDER	C			
		COVERAGE PROVIDER	D			
		COVERAGE PROVIDER	E			
COVERAGES THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.						
PR LTH	TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	0790686	06/01/2011	06/01/2012	GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> BROAD FORM CGL				FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY	0790686	06/01/2011	06/01/2012	COMBINED SINGLE LIMIT	\$ 10,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
A	PUBLIC OFFICIALS AND EMPLOYEES LIABILITY	0790686	06/01/2011	06/01/2012	EACH WRONGFUL ACT	\$ 10,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE				ANNUAL AGGREGATE	\$ 10,000,000
					STATUTORY LIMITS	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	0790686	06/01/2011	06/01/2012	EACH ACCIDENT	\$ 1,000,000
					DISEASE - COVERAGE LIMIT	\$ INCL
					DISEASE - EACH EMPLOYEE	\$ INCL
A	OTHER PROP/IM/APD ALL RISK	0790686	06/01/2011	06/01/2012	Limits on File with the Association	
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTIONS/SPECIAL ITEMS PROOF OF COVERAGE						
CERTIFICATE HOLDER			CANCELLATION			
			SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROVIDER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROVIDER, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED SIGNATURE 			

EXHIBIT C – CONTRACTOR'S INSURANCE

The Township shall require any contractor performing work at the Premises ("Contractor") to procure and maintain insurance of the types and in amounts of not less than the coverages listed below:

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000, or it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: Liability arising out of the project work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

Hanover Township (the "Township"), Renz Addiction Counseling Center ("Renz"), and each of their respective officers, officials, directors, employees, volunteers, agents, successors and assigns (collectively, the "Additional Insured") shall be included as an insured under the CGL coverage and any Commercial Umbrella Liability Coverage of Contractor, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them. Any insurance or self insurance maintained by the Additional Insured, or any of them, shall be in excess of Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work and acceptance of the Project Work by the Township.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an Insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Any continuing commercial umbrella coverage shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insured have not been included as an Insured under the Commercial General Liability and any Excess Umbrella Liability Insurance coverages required in the Contract, the Contractor waives all rights against the Additional Insured, and each of them for recovery of damages arising out of or incident to the Project Work.

E. General Insurance Provisions.

I. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Township and Renz with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Township and Renz prior to the cancellation or material change of any insurance referred to therein. Written notice to the Township and Renz shall be by certified mail, return receipt requested.

Failure of the Township and/or Renz to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Township and/or Renz to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Township and Renz shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Township and Renz.

Failure to maintain the required insurance may result in termination of this Contract at the Township's option.

With respect to insurance maintained after final payment in compliance with the requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Township and Renz whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of written request for said copies by the Township and/or Renz.

ii. Acceptability of Insurers.

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

iii. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Township and Renz. At the option of the Township and/or Renz, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured, or any of them, or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

v. No Waiver of Any Rights of Subrogation by the Township or Renz.

Neither the Township nor Renz shall, in any manner, be deemed or intended to have waived any right of subrogation which either of them, and/or their respective insurance carriers and/or the Township's risk pool provider, Township Officials of Illinois Risk Management Agency ("TOIRMA") and/or insurance company providing excess coverage on behalf of any of them may have against the Contractor, for any property injury, death, or other damage caused by any Contractor, or any of their respective employees,

agents, consultants, officers, directors, limited or general partners, and/or otherwise arising out of the project work.

vi. Failure to Comply With Insurance Reporting Provisions.

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

vii. All Insurance Obtained Shall Apply Separately to Each Insured.

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

viii. Insurance Requirements Cannot be Waived by Township or Renz.

Under no circumstances shall the Township and/or Renz be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- a. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- b. failing to review any Certificates of Insurance received;
- c. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or
- d. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Township, Renz and/or any of the other Additional Insured.

ix. Liability of Contractor is not Limited by Purchase Of Insurance.

Nothing herein shall be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Township does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

x. Notice of Personal Injury or Property Damage.

Contractor shall notify the Township and Renz, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

xi. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the types of coverages and in not less than the amounts of coverages specified above. When requested by the Township and/or Renz, Contractor shall furnish copies of certificates of insurance, additional insured endorsements, and/or such other insurance documentation evidencing coverages for each subcontractor.

Hanover Township FY 2013 Strategic Plan

December 5, 2011

**Prepared by
Gerald Gabris, Ph.D.
Curtis H. Wood, Ph.D.**

This Report summarizes the results of the FY 2013 strategic planning session held on November 18, 2011. Since November 2007, Hanover Township has annually conducted strategic planning to enhance its planning and budgetary process. During the FY 2013 strategic planning session, the Township Board, elected officials, and departmental directors 1) reaffirmed the Township vision; 2) discussed and approved a revised Township mission; and 3) summarized the FY 2012 accomplishments and recommended FY 2013 goals for each department and the Township Board. After the departure of the department directors, the Township Board and elected officials 1) discussed and agreed upon the administrative, service, and community relations long term strategic priorities that will guide the Township toward realization of the vision and mission and 2) prioritized the FY 2013 strategic goals for the Township Board, Administrative Services, Office of Community Health, Emergency Services, Facilities and Maintenance, Senior Services, Welfare Services, and Youth and Family Services.

Vision Statement

The Township vision statement represents the broadest expression of the ideal township, or the imagined best community. At the November 18 strategic planning session, the Board, elected officials, and department heads reaffirmed the following vision statement:

Vision Statement

Hanover Township will become a sustainable government, recognized as a leader in facilitating collaboration among residents, businesses, public, non-profit, educational, and research institutions to produce integrated social services and effective governance.

Mission Statement

The Township mission establishes the Township government's purpose, role, and values that make it possible to work toward realization of the vision. At the November 18, 2011 strategic planning

session, the Township Board, elected officials, and department directors discussed changes to the mission statement that were recommended by the Township Administrator. After discussion, there was consensus that the following Township mission be approved as presented:

Mission Statement

Our mission is to continuously improve the quality of life of Hanover Township residents by providing a unique array of quality, cost effective, community-based services acting as a dynamic organization that delivers services in a responsible and respectful manner.

Elected Officials and Department FY 2012 Accomplishments and FY 2013 Recommended Goals

The elected officials, township administrator, and township department directors summarized the FY 2012 accomplishments and FY 2013 recommended goals for their respective departments. The FY 2012 accomplishments and recommended FY 2013 departmental goals can be found in the Appendix at the end of the Report.

Township Board

Below are the Board FY 2012 accomplishments and the four most important FY 2013 Board goals as discussed and agreed upon by the Board.

FY 2012 Accomplishments (in no particular order)

- Hired a .8 FTE EMA Director.
- Studying whether to lease a bus rather than purchase a bus. The township still manually tracks bus routes. We still need to develop/purchase a computerized system for tracking bus routes. Also, we need to explore opportunities and solutions with regard to expanding the transportation services and developing a marketing program.
- Have not seen any short-term emergency department plans that address unanticipated needs connected with the current economic situation.

Township Board FY 2013 Goals (in no particular order)

- Conduct a feasibility study regarding the development of a township cemetery (Will be implemented by Administrative Services).
- Work more closely as partners with the Mental Health Board and committees. For example, there should be joint meetings or a recognition ceremony for committee members.
- The Board should allow township voters the opportunity to vote on whether the Hanover Township road district should be abolished.
- Ensure that township facility renovations (build outs) are energy efficient, follow Green best-practices, and are Leadership in Energy and Environmental Design (LEED) compliant.

Township Long Term Strategic Priorities

After the departure of the departmental directors, the Township Board and elected officials discussed and agreed upon the administrative, service related, and community relations long term strategic priorities that will guide the Township toward the vision and mission. Below are the three (3) long term strategic priorities approved by the Board and elected officials (in no particular order):

Administrative

1. Improve the quality and effectiveness of Township services and programs while reducing costs.

Service

2. Expand community-based services and outreach programs throughout the entire Township.

Community Relations

3. Commit to having a presence at community events and developing intergovernmental partnerships.

Next, the Board and elected officials prioritized the recommended departmental FY 2013 strategic goals (excludes the Board, elected officials, and Mental Health Board FY 2013 strategic

goals), using the red dot method. The Board and elected officials agreed that departmental FY 2013 strategic goals receiving four or more red dots would be considered “major goals” and should be given the highest priority by the Board, the township administrator, and department heads.

Described below are the 12 major departmental strategic goals based on the number of dots allocated (in descending order), as well as the department primarily responsible for implementing each major strategic goal and the long term strategic priorities that are aligned with each major departmental strategic goal:

Major FY 2013 Departmental Strategic Goals

1. *Develop and implement a plan for youth employment and entrepreneurship by addressing youth employment opportunities, soft skill development, job coaching, researching for angel investments, and incubators (8 red dots).*

Department: Youth and Family Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.
- Service: Expand community-based services and outreach programs throughout the entire Township.

2. *Completion of all Hazards plan and crosswalk document (documents plan compliance with County/State rules) and obtain final certification for EOP plan (7 red dots).*

Department: Emergency Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.
- Service: Expand community-based services and outreach programs throughout the entire Township

3. *Develop and implement Runzel Reserve plan (7 red dots)*

Department: Facilities and Maintenance

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

4. *Develop cross training among and between departments to increase team building and efficiency in service delivery. (Example: Lower level build out Community Health/Social services division, Administration/Assessor/Clerk functions (6 red dots).*

Department: Administrative Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

5. *Research the possibility of holding Adult Basic Education classes at the Astor Avenue Community Center for low income residents (6 red dots).*

Department: Welfare Services

Related Long Term Strategic Priorities:

- Service: Expand community-based services and outreach programs throughout the entire Township.

6. *Study and implement how to build more efficiency into the delivery of social services to maximize productivity of caseworkers including utilizing auxiliary staff and/or interns, developing standards for division operations, and bring external service agencies onsite (6 red dots).*

Department: Senior Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

7. *Research and implement transportation software solution to increase efficiency in the transportation division (5 red dots).*

Department: Senior Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

8. *Write Hazardous Home Site (hoarding) Procedure to be utilized by township staff in collaboration with local intergovernmental agencies and apply for Hanover Township Mental Health Board Challenge Grant for hazardous Home Site program (5 red dots).*

Department: Office of Community Health

Related Long Term Strategic Priorities:

- Community Relations: Commit to having a presence at community events and developing intergovernmental partnerships.
- Service: Expand community-based services and outreach programs throughout the entire Township.
- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

9. *Establish community education division to include CERT training, public presentations at schools and civic organizations, and outreach at community events (5 red dots).*

Department: Emergency Services

Related Long Term Strategic Priorities:

- Service: Expand community-based services and outreach programs throughout the entire Township.
- Community Relations: Commit to having a presence at community events and developing intergovernmental partnerships.

10. *Create and implement performance measurement system to effectively evaluate all Township operations through the use of outcome based measurements based on best practices (4 red dots).*

Department: Administrative Services

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

11. *Rebuild Town Hall and rear parking lot resurfacing project (4 red dots).*

Department: Facilities and Maintenance

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

12. *Renovate Town Hall foyer/reception area and Youth & Family Services lobby/reception renovations (4 red dots).*

Department: Facilities and Maintenance

Related Long Term Strategic Priorities:

- Administrative: Improve the quality and effectiveness of Township services and programs while reducing costs.

Conclusion

The Hanover Township Board, elected officials, and administration should be commended for their continued commitment to strategic planning. The facilitators would like to mention how effectively the Board, elected officials, and department heads worked together throughout the strategic planning session. It is very evident that the Township Board, elected officials, and administration take their governing and management responsibilities seriously. We are confident the Township Board, elected officials, and administration can and will efficiently and effectively implement the FY 2013 strategic goals, thus making it possible to address the long term administrative, service related, and community relations strategic priorities that are aligned with the Township vision and mission.

Prior to FY2013, township administration should develop the necessary action plans for the 12 major FY 2013 departmental strategic goals identified by the Board and elected officials. Each action plan should identify how each strategic FY 2013 strategic goal will be accomplished including who is responsible for implementation of each step, a timetable for implementing each step, funding sources, and total estimated costs. The cost to implement each major strategic goal should be included in the FY 2013 Township budget. Administration should keep the Board and public apprised of the progress made toward completion of each major strategic goal.

We wish you much success in the completion and implementation of the FY 2013 strategic plan. Successful completion and implementation of the FY 2013 strategic plan will make it possible to build a better quality of life and future for the citizens of Hanover Township. We are very pleased to have been involved in what we consider to have been another very efficient, effective, and productive strategic planning session.



Where Great Service Happens!

250 South Route 59
Bartlett, Illinois 60103-1648

• email: hanover@hanover-township.org
• www.hanover-township.org

• Phone: 630-837-0301
• FAX: 630-837-9064

Supervisor
Brian P. McGuire

Clerk
Katy Dolan Baumer

Assessor
Thomas S. Smogolatz

Highway Commissioner
R. Craig Gehas

Collector
Frank Liguori

Trustees
Mary Alice Benoit
William T. Burke
Howard Krick
Sandra Westlund-Oenihan

Administrator
James C. Barr

Memorandum

Date: December 16, 2011

To: Hanover Township Board *KMS*

From: Katie Starkey, Assistant to the Administrator

Re: New Server

The current server for the Township has reached its age of replacement at five years. Attached to this memo for your consideration, please find three quotes for the server hardware replacement. The lowest quote is for the Dell server at \$8,970.82. In addition to the cost of the hardware, the new server will require 16-24 hours of labor to be installed.

Once replaced, the current server will be moved to the new Elgin office location to continue utilizing the hardware until it is no longer functional. This will allow the Township to get the most use out of the equipment and to realize cost savings.

Date 11/16/11
 Quote # CTCQ7926
 Quoted By MRhodes

Current Technologies
 1423 Centre Circle
 Downers Grove, IL 60515
 630.388.0240
 fax: 630.388.0241
currenttech.net



Quote | Order Form

Sold To:

Hanover Township
 Katie Starkey
 250 S. Route 59
 Bartlett, IL 60103
 United States
 Phone: 630-837-0301
 Fax: 630-837-9064
kstarkey@hanover-township.org

Ship To:

Hanover Township
 Katie Starkey
 250 S. Route 59
 Bartlett, IL 60103
 United States
 Phone: 630-837-0301
 Fax: 630-837-9064
kstarkey@hanover-township.org

Phased Approach to replacing existing File & Print and Exchange Servers

Moving to new server hardware is an opportune time to move to the latest versions of the Windows Server operating system and Exchange Server application to ensure future support. Currently shipping versions are Windows Server 2008 R2 and Exchange Server 2010.

Line #	Description	Qty	Unit Price	Ext. Price
1	Phase I - VMware Host, File & Print Server Virtual Machine			
2	VMware Host Hardware - Dell PowerEdge 710 Rack Mount Server, Dual Processors 2.93Ghz, 64GB RAM, (8) 300GB 10K SAS Hard Drives, iDRAC Enterprise, 3yr 24x7 Mission Critical Warranty	1	\$8,970.82	\$8,970.82
3	Windows Server Standard 2008 R2 - Server License	1	\$579.00	\$579.00
4	Windows Server Standard 2008 R2 - Device Client License	85	\$24.00	\$2,040.00
5	SubTotal			\$11,589.82
6				
7	Phase II - Exchange Server Virtual Machine			
8	Windows Server Standard 2008 R2 - Server License	1	\$579.00	\$579.00
9	Exchange Server 2010 - Server License	1	\$565.00	\$565.00
10	Exchange Server 2010 - Device Client License	85	\$54.00	\$4,590.00
11	SubTotal			\$5,734.00
			SubTotal	\$17,323.82
			Tax	
			Total	\$17,323.82

The purchase of products and/or services from Current Technologies are subject to the standard terms and conditions located at the following URL: <http://www.currenttech.net/terms.pdf> By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions.

Shipping/Handling & applicable sales tax are not included in this quote and will be Invoiced. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Quote # CTCQ7926
Agreed and Accepted:

Hanover Township

Date

PO #

Date 11/16/11
Quote # CTCQ8970
Quoted By MRhodes

Current Technologies
1423 Centre Circle
Downers Grove, IL 60515
630.388.0240
fax: 630.388.0241
currenttech.net



Quote | Order Form

Sold To:

Hanover Township
Katie Starkey
250 S. Route 59
Bartlett, IL 60103
United States
Phone: 630-837-0301
Fax: 630-837-9064
kstarkey@hanover-township.org

Ship To:

Hanover Township
Katie Starkey
250 S. Route 59
Bartlett, IL 60103
United States
Phone: 630-837-0301
Fax: 630-837-9064
kstarkey@hanover-township.org

IBM System X Server, Dual 3.06Ghz Processor, 64GB RAM, (8) 300GB 10K SAS Hot Plug Drives, Redundant Power, DVD-ROM, 3yr 24x7x4hr warranty

Line #	Description	Qty	Unit Price	Ext. Price
1	IBM SYS X3650 M3 3.06G 12	1	\$6,367.16	\$6,367.16
2	8GB 1X8GB PC3L-10600 CL9 ECC DDR3 1333 LP RDIMM	4	\$200.84	\$803.36
3	4GB 1X4GB PC3L-10600 CL9 ECC DDR3 1333MHZ LP RDIMM	2	\$139.15	\$278.30
4	300GB 10K 6GBPS SAS 2.5 SFF SLIM-HS HD	8	\$298.41	\$2,387.28
5	IBM WTY ELEC SERVPAC SVR 3YR IOR 24X7X4	1	\$633.86	\$633.86
			Total	\$10,469.96

The purchase of products and/or services from Current Technologies are subject to the standard terms and conditions located at the following URL: <http://www.currenttech.net/terms.pdf> By signing this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions.

Shipping/Handling & applicable sales tax are not included in this quote and will be Invoiced. All software renewals require prepayment. Hardware/Software orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Quote # CTCQ8970
Agreed and Accepted:

Hanover Township

Date

PO #



ONLINE PRICE QUOTATION

Quote Number: 7115456

Today's Date : 11/17/2011 2:22:38 AM

Created By: mrhodes@currenttech.net

Quote Name: Hanover Twp

Quote Created Date : 11/17/2011 2:22:22 AM

Contract: IL - MHEC (WSCA/NASPO) (MHEC-090109.02)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
HP ProLiant DL360 G7 High Performance Server	Base	\$8,618.79	1	\$8,618.79
HP ProLiant DL360 G7 High Performance Server	579237-HP2			
2 Six-Core Intel® Xeon® Processors X5675 (3.06GHz, 12M L3 Cache, 95 Watts)	Included			
HP 32GB PC3-8500R 2x16GB 4Rank Memory	500666-32G			
HP 32GB PC3-8500R 2x16GB 4Rank Memory	500666-32G			
HP P410i/1GB Flash Backed Cache (SAS Array Controller)	Included			
HP Smart Array Advanced Pack including 1yr 24x7 Technical Support and Updates Single Server License	516471-B21			
HP 8-Bay Small Form Factor Drive Cage	Included			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
RAID 5 drive set with online spare (requires matching 4 hard drives)	339780-B21			

2 Embedded HP NC382i Dual Port Multifunction Gigabit Server Adapters (4-Ports)	Included				
2 HP 460W CS Gold Hot-Plug Power Supplies	Included				
2 HP 1.83m 10A C13-UL US Power Cords	AF556A-XX2				
HP ProLiant Foundation Pack Single Release Factory Integrated Software	534516-B21				
HP Insight Control including 1yr 24x7 Support ProLiant ML/DL-bundle Electronic License	Included				
Integrated Lights Out 3 (iLO 3) Management	Included				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day	Included				
HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	U4497E	\$600.00	1	\$600.00	

SubTotal : \$9,218.79

Total : \$9,218.79

The terms and conditions of the IL - MHEC (WSCA/NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:

<http://gem.compaq.com/gemstore/entry.asp?SiteID=13376>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

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* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



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Collector
Frank Liguori

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Mary Alice Benoit
William T. Burke
Howard Krick
Sandra Westlund-Deenihan

Administrator
James C. Barr

Memorandum

Date: December 16, 2011

To: Hanover Township Board *KMS*

From: Katie Starkey, Assistant to the Administrator

Re: IMRF Benefit Protection Leave

From May, 2001 to February, 2003, Sam Santangelo, Highway Foreman, was on a medical leave of absence. Because Mr. Santangelo was not working during this period of time, he did not receive service credit through the Illinois Municipal Retirement Fund (IMRF).

In order to receive credit for this lapse in service through IMRF, Mr. Santangelo has asked the Township to approve the leave of absence and the estimated employer cost. The estimated employer cost with IMRF for the lapse in service will be \$2,956.80. These funds will come from the Road District. The Highway Commissioner has been made aware of this issue and has endorsed the plan.