

AUTHORIZING AN AMENDMENT TO RESOLUTION 2018-138 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY FOR THE COORDINATION OF INTEGRATED TRANSIT SERVICES TO INCLUDE ADVERTISING ON FIXED ROUTE VEHICLES.

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, Council approved Resolution 2018-138 on October 22, 2018 authorizing an Intergovernmental Agreement with Northern Illinois University (NIU) for the Coordination of Integrated Transit services; and

WHEREAS, City Staff has created an Advertising on DeKalb Public Transit Policies and Procedures document to be included as Exhibit B within the IGA; and

WHEREAS, both the City and NIU shall each have access to 25% of all external advertising space on fixed route transit vehicles at no cost to either party, and the remaining 50% of external advertising space shall be sold to commercial entities and managed jointly between the NIU Student Association Director of Advertising and the City Transit Manager; and

WHEREAS, all commercial advertising revenue generated shall be shared equally between the City and NIU.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS AS FOLLOWS:

SECTION 1: Joint Responsibilities of Resolution 2018-138 shall be amended to include advertising on fixed route vehicles as of January 27, 2020.

SECTION 2: Accept as modified in this Resolution, all other provisions of Resolution 2018-138 shall remain in effect.

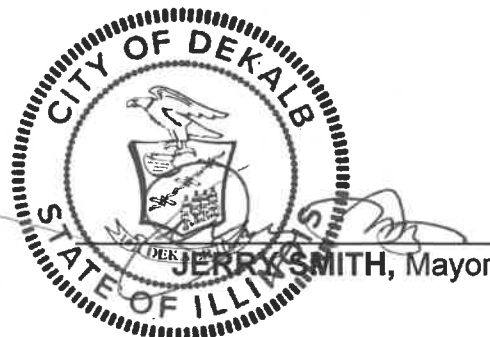
SECTION 3: That the City Clerk or the Executive Assistant shall be authorized and directed to attest the Mayor's Signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of January 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



Intergovernmental Agreement for Transit Northern Illinois University and City of DeKalb

This Intergovernmental Agreement for Transit ("Agreement") is entered into as of the Effective Date set forth below by and between the City of DeKalb ("City"), an Illinois municipal corporation, and the Board of Trustees of Northern Illinois University ("NIU"), a body politic and corporate of the State of Illinois. City and NIU are referred to herein collectively as the "Parties".

The Parties regularly cooperate on a wide variety of issues, and through this Agreement, seek to memorialize the terms of cooperation relating to certain transit services. This Agreement has been entered into pursuant to the approval of the City Council of the City and the Board of Trustees of NIU, following approval by each public body during open session in a properly convened public meeting. This Agreement is entered into pursuant to the Illinois Municipal Code, the Northern Illinois University Law, the home rule authority of the City of DeKalb, the applicable provisions of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.*

The Parties have entered into this Agreement for the purpose of developing a legal framework to improve transit services within and around the City, to improve bus service within the DeKalb region, to benefit residents, students, faculty, staff and employees of each of the Parties, and to benefit the Parties themselves.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1) Provision of Joint Transit Services

- A. General: The Parties shall, through this Agreement, provide for the consolidation of transit services which are currently being provided separately through the efforts of NIU's Huskie Line and the City's contracted services through the Voluntary Action Center (VAC).
- B. Routing and Scheduling: The Parties shall coordinate and collaborate on all routing and scheduling pursuant to the provisions below. Where this Agreement contemplates "Reasonable Review", such term shall be defined to mean that the party exercising discretion shall provide not less than thirty (30) days notice to the reviewing party, as well as any requested information, and shall afford a reasonable opportunity to comment, review, or suggest changes. In the event that the Parties are able to come to agreement following the Reasonable Review period, then the proposed change shall be implemented. In the event that the Parties are not able to come to agreement following the Reasonable Review period, then the question shall be referred to the Northern Illinois University Board of Trustees or its authorized representative and City of DeKalb City Council (collectively, "Governing Bodies") for their review and decision. In the event that the Governing Bodies are unable to come to a mutually acceptable decision, then the Parties shall have the option of either implementing the decision of the party exercising

discretion, or terminating this Agreement with the provision of sixty (60) days written notice.

i. Fixed Route Transit: Scheduling and resource allocation for fixed route transit services shall be provided for as follows:

a. NIU Passenger Access / Campus Routes: The Parties acknowledge that part of the transit contemplated to be provided through this Agreement consists of fixed route transit services designed to have the primary effect of providing transportation for NIU students, faculty and staff ("NIU Passengers"). These fixed route transit services designed primarily for the benefit of NIU Passengers shall be referred to as NIU Fixed Route transit services. NIU shall have the primary authority to schedule NIU Fixed Route transit services, subject to the City's Reasonable Review. Other key features of both NIU and Community fixed route transit services shall include:

1). Bus Tracking System: A bus tracking software application for smart phone users allowing riders to monitor the bus status.

2). NIU Advertisements: NIU shall have authority to advertise inside and/or outside the buses. Any such advertisement shall be subject to content, placement and rate restrictions in form and content acceptable to the Parties (to be adopted by the Parties prior to implementation of advertising). Any revenue derived from such advertisement will contribute towards meeting the local match requirements for the fixed route operations.

3). NIU Huskie Branding: All fixed route transit services shall utilize NIU/Huskie branding/content provided by NIU to the City as the predominant exterior design style and the naming convention "Huskie Lines" to promote community coordination, subject to the City's Reasonable Review.

c. Other Fixed Route Services: The City shall have the primary authority to schedule and allocate resources to all other regularly scheduled, fixed-route services, subject to NIU's Reasonable Review.

ii. Supplemental Transit and Demand-Based Services: Scheduling and resource allocation for supplemental transit and demand-based services shall be provided for as follows:

a. Freedom Mobile: The Parties acknowledge that part of the transit contemplated to be provided through this Agreement consists of demand-based supplemental transit services designed to have the primary effect of providing

transportation for NIU Passengers who are disabled and who require services in addition to the NIU Fixed Route transit services, with this supplemental transit referred to herein as Freedom Mobile, substantially as described in the attached Exhibit A, at no additional charge. NIU shall have the primary authority to schedule Freedom Mobile transit services, subject to the City's Reasonable Review.

- b. Safe Line: The Parties also acknowledge that part of the transit contemplated to be provided through this Agreement consists of demand-based supplemental transit services designed to have the primary effect of providing transportation for NIU Passengers who are in need of safe transportation when fixed route bus services are not operating for the day. The implementation of this service will be targeted for calendar year 2020.
 - c. Other Supplemental and Para-Transit Services: The City shall have the authority to schedule and allocate resources to all other supplemental transit and demand based services, subject to NIU's Reasonable Review.
- iii. Initial Composition of Routing: The Parties acknowledge that Exhibit A, attached hereto and incorporated herein by reference, establishes the initial allocation of resources between the various types of transit described in sections 1(B)(i) and 1(B)(ii) above, as a summary of the detailed Request for Proposals ("Request") that it has been derived from (which Request was previously approved by the Parties).
 - iv. Additional Transit Services: Nothing contemplated herein shall prevent, preclude or limit the Parties in providing additional transit services not described herein, provided that grant funding is available for such services or the Parties have approved of the expenditure of their funds for such purpose.

C. Bus Fares and Charges:

- i. Fixed Routes: NIU Passengers shall be entitled to free Basic Transit as defined below. For purposes of this Agreement, Basic Transit shall be defined as regularly scheduled, fixed route transportation without any element of scheduling on demand and without any rider-specific supplemental services (other than those required by law, such as accommodations for passengers with disabilities under the Freedom Mobile operations), and excluding fixed route transit to Kishwaukee College or the METRA station bus services. Upon presentation of an NIU OneCard ID by an NIU Passenger, such passenger shall be allowed free access to the Fixed Route and Freedom Mobile transit services. Changes in the Basic Transit entitlement may be approved by the Parties' designees without requiring an amendment to this Agreement.

- ii. Other Routes: The City shall have the authority and discretion to establish bus fares and user charges for all routes other than fixed route services provided to NIU Passengers, subject to NIU's Reasonable Review.

2) City Responsibilities

- A. Administration of Transit: The City shall employ the services of a Transit Manager, either as a City employee or as an independent contractor, and the primary duties of the Transit Manager shall be to administer the transit system, maintain compliance with all applicable laws and regulations, submit and monitor grant applications, administer payments and receipts due by virtue of the transit system contemplated herein, serving as the primary point of contact and oversight for any transit contractors, and otherwise serving as an aide to the Parties in the administration and operation of the transit system.
 - i. The Transit Manager shall also work to assess the effectiveness of transit services provided hereunder, and shall make recommendations to the Parties with regard to proposed revisions to transit services to increase their efficiency or efficacy.
 - ii. The Transit Manager shall recommend locations and infrastructure improvements for bus stops, bus shelters and related improvements. Any public improvements required to be constructed in order to effectuate such infrastructure shall require the approval of the Parties, and the agreement of the Parties as to the funding of associated costs.
- B. Administration of Transit Funds: The City shall administer the receipts and payables associated with the transit contemplated herein, with all such funds being administered pursuant to the City's adopted financial policies and through the City's Finance Department.
- C. Delegation of Authority: Wherever this Agreement contemplates the City having certain authority or Reasonable Review, the City expressly delegates the initial review to the Transit Manager, with the advice and consent of the City Manager.
- D. Development of Budget and Annual Report: The Transit Manager shall develop a draft 3-year planning budget and annual report for the transit system on an annual basis, and shall present it to the Parties for their review and approval on or before the 1st day of September of each year. The 3-year planning draft budget and annual report shall identify all then-current transit services being provided pursuant to this Agreement, shall identify any proposed changes for transit services to be provided in the following (budget) year, and shall forecast all revenues and expenses associated with operation of the transit services on a quarterly basis for the 3-year planning period. The budget shall be based on a fiscal year which is coterminous with the calendar year. The budget shall be continuously updated on a quarterly basis, so as to

maintain a rolling 3-year planning period projecting operations over the three years following each quarterly update.

- i. The draft budget shall specify the proposed level of funding for transit services from the City ("City Contribution") and from NIU ("NIU Contribution").
 - ii. The draft budget shall be required to be approved (with or without amendments) or rejected by each of the Parties by the 1st day of November of each year. In the event that the Parties are unable to come to terms of agreement with regard to the budget and their respective contributions, then this Agreement shall terminate as of the end of the then-current calendar year. The approval required herein shall require the express approval of the City Council and an authorized NIU representative.
 - iii. NIU shall continue offering transit services through its current transit provider through December 31, 2018. The City agrees that it shall reimburse NIU for 60% of direct transit expenses that are eligible for reimbursement under the Downstate Operating Assistance Program (DOAP) funds (and the City's liability for this payment shall be limited to DOAP funds actually received by the City and which have not been appropriated or budgeted for other transit services or lawful purposes). The City shall be authorized to retain any DOAP reimbursement received in excess of the 60% contribution paid to NIU hereunder. NIU shall be responsible for the payment of all other transit services which NIU has previously contracted for, and the City shall be responsible for all other transit services which it has previously contracted for.
 - iv. The Parties shall, prior to December 31, 2018, approve of a budget for calendar year 2019, as well as select and approve of one or more transit providers for transit services in 2019 and following years (with the number of years being based upon the term of agreement approved at that time).
- E. **Payment of City Contribution:** The City shall be responsible for budgeting funds and paying the City Contribution (inclusive of providing the Transit Manager as contemplated herein) for each year that this Agreement remains in place with an approved transit budget. The City shall not be obligated to make any contribution of funds for expenses that are not subject to or eligible for reimbursement from DOAP funds.
- F. **Delays in Funding:** The Parties acknowledge that the transit services are contemplated to be funded through federal and state grant funds which are available to the Parties based on the approved budget for each year. In the event that there are any delays in the actual receipt of such funds, the City shall advance City funds to cover the costs of transit pending receipt of the state/federal grant funds, subject to the following limitations:

- i. Delays in funding which last longer than thirty (30) days shall require the approval of the City Council in order to continue, and shall require continuing ratification by the City Council at least every sixty (60) days after initial approval.
 - ii. The City shall have no obligation to make payments of City funds to cover delays in funding if such payments would have the effect of causing the City's general fund to be reduced to a level below that required under the City's then-current financial policies and fund balance policies. Approval of a payment which would cause such a violation of policies shall require the approval of the City Council.
 - iii. Should the City advance funding under the terms of this subsection 2(F) and not receive reimbursement via grant funding within six (6) months of the date of the City advancing funds, then NIU agrees that it shall reimburse the City for fifty percent (50%) of all funds so advanced, and should the City not receive reimbursement at any point in time, NIU shall be responsible for the payment of that same percentage of all funds so advanced by the City. Upon subsequent receipt of federal/state grant funds by the City, NIU shall be reimbursed by the City in accordance with subsection 2(F)(iv) below.
 - iv. The City shall give NIU written notice at any time that it is advancing funds under the terms of this subsection 2(F), and NIU may provide the City with written notice that NIU does not approve of such funds being advanced. Should NIU provide such notice, then the City may either: 1) terminate the process of advancing funds and terminate services under this Agreement; 2) continue advancing funds and continue providing transit services; or, 3) continue providing transit services other than NIU Fixed Route and Freedom Mobile. Should the City continue advancing funds, then NIU shall not be responsible for a reimbursement obligation after thirty (30) days have passed from the date of NIU's notice of disapproval (but NIU shall be responsible for a reimbursement obligation until that thirty day window has passed). Should the City fail to thereafter receive grant funds, the City shall be responsible for any continuing costs associated with the City's decision to continue providing transit services. Should the City receive any grant funding thereafter, such grant funding shall be first applied to reimburse the City for any funds advanced, then to reimburse NIU for any funds it advanced, then to any continuing transit services.
- G. Transit Contract: The Parties shall collaborate in the selection of transit contractors and the approval of both of the Parties shall be required to approve any agreement with a transit contractor having a total value of more than \$20,000. Such approval shall be subject to transit contractors' compliance with any bid specifications and other requirements mutually developed and agreed to by NIU and City. Notwithstanding the foregoing, the City shall hold, by itself, the contract with all transit contractors on and after January 1, 2019, and shall administer such contracts and make all due

payments thereunder, subject to the limitations of this Agreement. On and after January 1, 2019, the City shall be the contracting party for all transit services contemplated herein and notwithstanding the terms of this Agreement, NIU shall have no financial or legal obligations under such contracts entered into by the City.

- i. The City agrees that whenever it enters into a contract for transit services hereunder, it shall require the transit provider to indemnify defend and hold harmless each of the Parties, shall require the transit provider to procure and maintain adequate insurance coverage, and shall require the transit provider to name each of the Parties as additional primary and non-contributory insureds without right of subrogation on all policies of general liability insurance or umbrella coverage.
 - ii. The City shall develop, negotiate and implement the contracts contemplated above and shall have the right to determine minimum standards of service and equipment specifications in compliance with applicable laws and City regulations and the terms, specifications and service requirements agreed to by the Parties. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that such development, negotiations and determinations shall be completed in consultation with NIU and shall be subject to NIU's Reasonable Review.
 - iii. The City agrees that NIU shall jointly participate in the oversight of the transit provider, particularly with respect to performance monitoring and complaint resolution. NIU agrees that any issues regarding transit provider performance will be brought to the attention of the Transit Manager for investigation and resolution. The City agrees to involve NIU in resolving any transit provider performance issues brought by NIU.
- H. Federal and State Transit Requirements: The City shall be responsible for holding an FTA Master Transit Agreement and for compliance with Federal Transit Administration and Illinois Department of Transportation regulatory requirements associated with the grant funding contemplated herein for the fixed route operations. NIU shall serve as a party responsible for funding the grant programs required local match, as specified herein, but shall not serve as a transit provider and shall not directly hold transit contracts.
- I. Emergency and Ad-Hoc Transit Services: The City shall have the right to implement and direct transit services both for the provision of transit services in the event of an emergency or public safety hazard, and for ad-hoc transit services (where possible within the allocated funding).

3) NIU Responsibilities

- A. Delegation of Authority: Wherever this Agreement contemplates NIU having certain authority or Reasonable Review, NIU expressly delegates the initial

review to the Assistant Vice President for Facilities Management & Campus Services, with the advice and consent of the President.

- B. NIU agrees to modify its existing contract for transit services to be aligned with the anticipated start of consolidated services on January 1, 2019.
- C. Payment of NIU Contribution: NIU shall be responsible for budgeting funds and paying the NIU Contribution for each year that this Agreement remains in place with an approved transit budget. In addition, NIU shall be responsible for the payment of any funds required under Section 2(F) above.
 - i. For CY2019, NIU shall be responsible for the payment of Two Million Five Hundred Thousand Dollars (\$2,500,000) towards the transit costs incurred.
 - ii. For subsequent years, the specific NIU Contribution shall be determined during the budgeting process described in Section 2(D) above. Generally speaking, the Parties contemplate that the eligible costs shall be subject to reimbursement from the Downstate Operating Assistance Program (DOAP) grant at a level of 65% of the total annual costs of direct, fixed route transit expenses ("Total Costs"), which grant funding shall be applied for and received by the City (and the City's liability for this payment shall be limited to DOAP funds actually received by the City and which have not been appropriated or budgeted for other transit services or lawful purposes). The NIU Contribution shall be a minimum of 40% of Total Costs (as may be agreed from time to time by the Parties in the preparation of the annual budget). Any funding received by the City, from either of the two foregoing funding sources in excess of the Total Costs shall be reserved in the budget for uses acceptable to the Parties and subject to their Reasonable Review, including but not limited to system improvements and enhancements, funding towards local share obligations, establishing reserves or other approved purposes. It is expected that the process for determining the contribution amount will evolve as financial demands are more refined.
 - iii. To mitigate cash flow delays that may occur with the DOAP funding, NIU Contributions shall be payable to the City on a monthly basis during the first nine months of the calendar year, with NIU paying one-ninth (1/9) of the annual NIU Contribution to the City each month, with each such monthly payment being actually received by the City not later than the thirtieth day of each month. Should this present a cash flow concern for NIU, this payment schedule will be reevaluated by the Parties.

4) Joint Responsibilities:

- A. Use of Logo, Name: Neither party shall issue any press release or other public announcement relating to this Agreement or the activities contemplated by

this Agreement or use the other party's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other intellectual property of the other party (collectively, "Institutional IP") without the prior written approval of such party, which approval may be withheld for any reason. Any approved use of Institutional IP shall be subject to compliance with all of the approving party's requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. Each party shall comply with all reasonable requests from the other in the event any use of Institutional IP does not meet the reasonable expectations of the approving party. Neither party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any Institutional IP of the other party by virtue of this Agreement and shall cease use of any Institutional IP of the other party upon such party's request or upon termination of this Agreement. Any use of the other party's Institutional IP in a manner not authorized herein is a violation of this Agreement. Any and all goodwill that may result from use of the Institutional IP shall inure to the benefit of the owner of the Institutional IP.

Subject to compliance with the terms of this Agreement, including, but not limited to, prior review and approval in each instance of any use of the NIU name, likeness, logo and related intellectual property and designs, NIU hereby approves the use of NIU/Huskie branding/content provided by NIU to the City on the buses used in connection with the transit services provided hereunder.

- B. DeKalb Sycamore Area Transportation Study (DSATS): The Parties acknowledge that they shall utilize their best efforts to ensure that NIU is afforded not less than one representative seat on the DSATS Policy Committee and not less than one representative seat on the DSATS Transit Subcommittee.
- C. Marketing, Outreach: The Parties shall jointly undertake to market and engage in transit-related outreach using the various communications mediums available to each of the Parties.
- D. Advertising: The Parties shall jointly undertake and perform the responsibilities set forth in the City of DeKalb's "Advertising on DeKalb Public Transit" Policy (the "Policy") attached hereto and incorporated herein as Exhibit B. The City shall receive 25% of all available external vehicle advertising space; NIU shall receive 25% of all available external vehicle advertising space; and the remaining 50% of all available external vehicle advertising space shall be available for commercial consumption pursuant to the Policy. All revenue generated from any commercial advertising shall be shared equally (50/50) between the Parties.

5) General Provisions:

- A. Term and Termination: This Agreement shall have a term of five (5) years from the Effective Date, and may be extended by the mutual, written agreement of the Parties.

- i. Either of the Parties may terminate this Agreement for convenience, by providing written notice of termination. Such termination shall take effect at the later to occur of: 1) the end of the next calendar year for transit services which is at least six (6) months from the date of notice of termination; or, 2) the end of the term of the then-current transit contractor's agreement which has the longest then-approved term (provided that should the transit contractor's agreement have a termination for convenience provision included therein, the termination for convenience provision shall be exercised by the City with reasonable diligence, so as to limit the continuing duration of this term).
 - ii. Either of the Parties may terminate this Agreement for cause based upon a substantial and unjustified material breach of this Agreement which occurs during the term of the Agreement and which continues unabated for at least sixty (60) days after written notice of default and opportunity to cure are afforded.
- B. Legal Compliance: This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Each of the Parties are responsible for identifying and complying with all applicable legal requirements. Subject to applicable provisions and limitations of Illinois law, each of the Parties agrees that it shall indemnify, defend and hold harmless the other Party (including its employees and agents) for any claims, liabilities or damages to the extent attributable to its negligent act, omission or conduct in connection with this Agreement, and also for its pro-rata share of any liability for which it is responsible. Except for indemnification obligations and subject to applicable provisions and limitations of Illinois law, neither party shall be liable to the other party for any indirect, consequential or punitive damages or for lost profits, even if foreseeable.
- C. Jurisdiction, Venue: The Parties agree that with respect to any state law claim arising between the Parties, jurisdiction and venue shall be exclusively fixed in the courts of the State of Illinois. NIU does not waive any rights that it has to litigate in the Court of Claims with respect to the claims of any third party.
- D. Disclaimers:
 1. There are no intended or implied third-party beneficiaries of this Agreement.
 2. Nothing in this Agreement shall be intended, nor shall it be interpreted, to waive any and all statutory or common law privileges and/or immunities of either of the Parties except relative to Section 4(C) above.
 3. Except as otherwise provided herein, this Agreement may be amended only by mutual written consent of the City and NIU as authorized by an Ordinance, Resolution, or other action of each of the Parties hereto.

4. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.
 5. This Agreement sets forth all agreements, undertakings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.
 6. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at their official address. Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.
- E. Independent Contractors: In the performance of this Agreement, City and NIU are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of the other party.
- F. Assignment: Neither party may assign this Agreement or any right or duty under this Agreement, or subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement, without the prior written consent of the other party, which can be withheld at its discretion.
- G. Waiver: A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

*Remainder of page intentionally left blank.
Signature page follows.*

Entered into as of the ____ day of _____, 2018 ("Effective Date"), by and between the City of DeKalb and the Board of Trustees of Northern Illinois University.

City of DeKalb


Signed

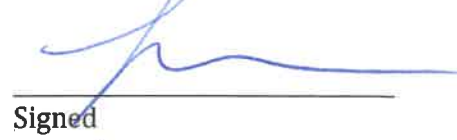
Jerry Smith
Name

Mayor
Title

1-28-2020
Date



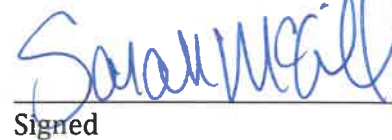
Board of Trustees of
Northern Illinois University


Signed

Lisa Freeman
Name

President
Title

1-31-2020
Date


Signed

Sarah McGill
Name

Vice President and CFO
Title

1-30-2020
Date

Approved as to Legal Form:


Signed

Bryan Perry
Name

General Counsel
Title

2/3/2020
Date

Exhibit A

Overview of Fixed Route and Paratransit Support Services

Fixed Route Bus Services:

Route	Peak Bus	Start	End	Rev-Hrs per Day	Days per year	Rev-Hrs per Year	Rev-Mi per Trip
Weekdays							
2L(M-Th)	1	700am	1200am	17.0	124	2108	5.0
2L(M-Th)	2	710am	610pm	11.0	124	1364	5.0
2L(M-Th)	3	720am	520pm	10.0	124	1240	5.0
2L (Fri)		700am	1200am	17.0	31	527	5.0
2L (Fri)		710am	410pm	9.0	31	279	5.0
2L (Fri)		720am	300pm	7.7	31	238.7	5.0
2L Break		700am	1200am	17.0	55	935	5.0
2R(M-Th)	4	700am	1200am	17.0	124	2108	5.0
2R(M-Th)	5	710am	610pm	11.0	124	1364	5.0
2R(M-Th)	6	720am	520pm	10.0	124	1240	5.0
2R (Fri)		700am	1200am	17.0	31	527	5.0
2R (Fri)		710am	410pm	9.0	31	279	5.0
2R (Fri)		720am	300pm	7.7	31	238.7	5.0
3L(M-Th)	7	700am	900pm	14.0	124	1736	2.9
3L Fri		700am	600pm	11.0	31	341	2.9
3R(M-Th)	8	710am	610pm	11.0	124	1364	2.8
3R Fri		710am	610pm	11.0	31	341	2.8
4 Exp	9	700am	905am	2.1	155	325.5	4.0
4/5 (M-Th)		905am	1200am	14.9	124	1847.6	5.4
4/5 Fri		905am	1200am	14.9	31	461.9	5.4
4/5 break		700am	1200am	17.0	55	935	5.4
5L(M-Th)	10	700am	800pm	13.0	124	1612	3.7
5L(M-Th)	11	710am	610pm	11.0	124	1364	3.7
5L (Fri)		700am	600pm	11.0	31	341	3.7
5L (Fri)		710am	400pm	8.8	31	272.8	3.7
5R (M-Th)	12	750am	420pm	8.5	124	1054	3.3
5B(Fri)		750am	400pm	8.2	31	254.2	3.3
8R		800pm	1145pm	3.8	124	465	5.6
8R Fri		600pm	1200am	6.0	31	186	5.6
16	13	700am	925pm	14.4	255	3672	6.2
17	14	700am	1125pm	16.4	255	4182	12.6
17	15	700am	1130pm	16.5	255	4207.5	12.6
18	16	645am	1045pm	16.0	255	4080	12.3
18	17	715am	940pm	14.4	255	3672	12.3

31 Elburn Fri*		325pm	700pm	3.6	31	111.6	20.0
31 Elburn Fri*		425pm	800pm	3.6	31	111.6	20.0
31 Elburn Sun*		315pm	900pm	5.8	27	156.6	20.0
Trippers	18	830am	1100am	2.5	55	137.5	
Weekday Total						45680.2	

Saturdays

2	1	700am	1200am	17.0	52	884	5.0
4/5	2	700am	1200am	17.0	52	884	5.4
16	3	700am	1110pm	16.2	52	842.4	6.2
17	4	745am	825pm	13.5	52	702	12.6
17	5	1000am	1130pm	13.5	52	702	12.6
18	6	715am	840pm	13.6	52	707.2	12.3
18	7	945am	940pm	11.9	52	618.8	12.3

Saturday Total

5340.4

Sundays

11	1	700am	1200am	17.0	55	935	12.6
16	2	700am	1110pm	16.2	55	891	6.2
17	3	930am	825pm	11.9	55	654.5	12.6
17	4	1030am	1130pm	13.0	55	715	12.6
18	5	830am	840pm	12.2	55	671	12.3
18	6	1015am	1045pm	12.5	55	687.5	12.3

Sunday Total

4554.0

*Elburn service to the train station is provided at a fare for all riders.

Paratransit Support Services:

The Freedom Mobile is the demand-based complimentary service that complies with the Americans with Disabilities Act (ADA) of 1990, the US Department of Transportation (DOT) regulations found at 49 CFR Parts 27, 37, 38, and 39, as amended, and Federal Transit Laws, 49 U.S.C. 5301 et seq.

Freedom Mobile usage will be available to all students, faculty, and staff of Northern Illinois University (NIU) that meet the eligibility requirements set forth by the Voluntary Action Center (VAC) who manages and oversees the Freedom Mobile service. Eligible students with an active NIU OneCard will have fare-free access to the Freedom Mobile. Eligible faculty and staff of NIU will be required to abide by the VAC Fare Policy.

Hours-of-service of the Freedom Mobile shall be available throughout the same hours and days as the fixed route service including weekend and holiday schedules as determined by the City and NIU. The service area of the Freedom Mobile shall comply with the VAC Dial-a-Ride Services and will provide service within DeKalb Urbanized Area including trips to

school, shopping centers, work, and medical appointments. When shopping, only items the passenger can easily carry and manage will be allowed.

In general, all Freedom Mobile eligible passengers will be required to follow VAC's ride scheduling policy. To schedule a ride, passengers must contact VAC directly. While general trips are typically reserved between six (6) and two (2) business days prior to the ride requested, efforts will be made to accommodate the student academic needs which may require less than 24 hours-notice. All trips are based on space and availability. To maximize transportation resources, two (2) or more people may be transported together if origin and/or destination locations are within reasonable times and distances. If a passenger's needs are beyond the responsibility of the bus operator, a travel assistant is required. One travel assistant per passenger may ride at no charge.

VAC vehicles may arrive up to ten (10) minutes before or ten (10) minutes after the scheduled pick-up time per ADA guidelines. Upon arrival, the bus operator will wait three (3) minutes. If after three (3) minutes the rider has not boarded, the bus may leave, and the ride will be forfeited.

If a ride is to be canceled, passengers are encouraged to do so as soon as possible but no less than two (2) hours prior to the scheduled pick-up time. Failure to cancel a ride less than two (2) hours before may be considered as a "no show" and can result in restricted service as defined in policies posted at <http://vacdk.com/about-dialaride/>.

Advertising on DeKalb Public Transit





GUIDELINES GOVERNING ALL ADVERTISING IN OR UPON DEKALB PUBLIC TRANSIT VEHICLES AND FACILITIES

I. PURPOSE:

- A. This Transit Advertising Policy (“Advertising Policy”) applies to the posting of all new advertisements on Huskie Line transit vehicles on or after January 1, 2020.
1. DeKalb Transit System. The City of DeKalb (“City”) operates transit services within the DeKalb Urbanized Area, including contracted fixed route and paratransit services. The City’s buses provide nearly 1.2 million rides annually on 19 bus routes, including door-to-door paratransit services.
 2. Advertising as Revenue Source. The City’s transit operations are funded by federal, state, and local funds, including grants and fare box revenue. Advertising revenues are an important source of revenue that supports transit operations and augments the City’s transit operating budget.
 3. Primary Purpose of the City’s Transit System. The primary purpose of the City’s transit system is to provide safe and efficient public transportation within its service area. The City maintains safe, secure, comfortable, and convenient transit facilities and vehicles to retain existing riders and attract new riders. To generate additional revenue while accomplishing the primary purpose of the City’s transit system, the City will only accept advertising in accordance with this Advertising Policy.
 4. Non-Public Forum Status. It is the express intent of this Advertising Policy that the City’s transit system property designated for advertising be a non-public forum to be used for the purpose of generating additional revenue for the City’s transit operations. The City does not intend its acceptance of transit advertising to be used as open public forums for public discourse, debate, or other expressive activity. The City will retain strict control over the nature of advertisement accepted to maintain the City’s transit advertising space as a non-public forum.
 5. Policy Advances Revenue Objective. This Advertising Policy advances the City’s transit objectives by adopting viewpoint neutral restrictions on advertisements that could reasonably create substantial controversy, interfere with and divert resources from transit operations, and/or pose significant risks of harm, inconvenience, or annoyance to transit passengers, operators, and vehicles.
 6. Application of Policy. This Advertising Policy applies to the posting of all advertisements on the City’s transit system. Huskie Line buses are a non-public forum and, as such, the City will accept only the advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and

restrictions provided herein. This Advertising Policy does not apply to City owned property in the possession of another party pursuant to a lease, license, or concession agreement.

7. Disclaimer of Endorsement. The City's acceptance of an advertisement does not constitute any endorsement of the content or message of the advertisement, including any person, organization, products, services, information, or viewpoints contained therein. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.
8. Organizations Affected: City of DeKalb, Public Works Division, Northern Illinois University, Transdev Services Inc., DBA Huskie Line

II. ADVERTISING POLICY:

- A. Permitted Advertising Content – The following classes of advertising are authorized on transit facilities and transit vehicles:
 1. Commercial Advertising. Commercial Advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial purposes.
 2. Government Advertising. Government entities may purchase advertising space for messages that advance specific government purposes.
- B. Prohibited Advertising Content. Advertising is prohibited on Huskie Line buses if it includes any of the following content:
 1. Political. Advertisements promoting or opposing a political party or promoting or opposing the election of any candidate or group of candidates for federal, state, judicial or local government offices, including advertisements that are political in nature or contain political messages, advertisements involving political or judicial figures.
 2. Alcohol. Advertising for alcohol products and by alcohol beverage companies.
 3. Public Issue. Advertisements expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious, or social issues
 4. Prohibited Products, Services, or Activities. Any advertising that promotes or depicts the sale, rental, or use of, or participation in, the following products, services, or activities; or that uses brand names, trademarks, slogans or other material that are identifiable with such products, services, or activities:
 - a. Tobacco: Tobacco products, tobacco related products, and products that simulate smoking or are modeled on the tobacco products, including but not limited to cigarettes, cigars, and smokeless (e.g., chewing) tobacco, and electronic cigarettes, including cannabis and cannabidiol (CBD) products;

- b. Adult/Mature Rated Films, Television or Video Games: Films rated “X” or “NC-17”, television rated “MA” or video games rated “A” or “M”;
- c. Adult Entertainment Facilities: Adult bookstores, adult video stores, nude dance clubs, and other adult entertainment establishments;
- d. Other Adult Services: Adult telephone services, adult internet sites and escort services;
- e. Nudity, Sexual and/or Excretory Subject Matter: Advertising depicting nudity, sexual conduct or sexual excitement is not permitted. The terms “nudity,” “sexual conduct,” and “sexual excitement” have the same meanings herein as defined in the Illinois Compiled Statutes
- f. False or Misleading: Any material that is, or that the sponsor reasonably should have known, is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy;
- g. Copyright, Trademark or Otherwise Unlawful: Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal;
- h. Illegal Activity: Advertising that promotes any activity or product that is illegal under federal, state, or local law;
- i. Profanity and Violence: Advertising that contains y profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent actions towards or upon a person or animal, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner;
- j. Adverse to the City/NIU: Advertising, or any material contained in it, that is directly adverse to the interests of the City and/or Northern Illinois University (“NIU”), or that tends to disparage the City, NIU, or the City’s transit system;
- k. City Graphics or References: Advertising that contains City or NIU graphics, logos, representations without the express written consent of the City or NIU;
- l. Insulting, Degrading, or Offensive: Any material that is so insulting, degrading or offensive that it could incite or produce lawless action in the form of retaliation, vandalism, or other breach of public safety, peace, and order;
- m. and
- n. Unsafe Transit Behavior: Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles.

C. Additional Requirements

- A. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72-point type for exteriors and 24-point type for interiors): Advertisement paid for by _____.
- B. “Teaser ads” that do not identify the sponsor will be allowed as long as a similar number of follow-up advertisements are posted within eight weeks of the initial teaser ads that do

identify the sponsor of the initial ads. All teaser ad signs must be submitted as one package at the time of an executed contract and shall include an installation schedule for all signs.

III. PROCEDURES:

A. The following steps will occur during the advertising review process:

1.

Action: All proposed transit advertising must be submitted to the NIU Student Association Director of Advertising, who will perform a preliminary review of the proposed advertisement for compliance with this policy. The Student Association Director of Advertising may request voluntary revisions to the proposed advertisement. The preliminary review and all requested voluntary revisions by the NIU Student Association Director of Advertising shall be subject to the final decision of the City of DeKalb Transit Manager.

Contact the NIU Student Association Director of Advertising at 815-753-0483.

2. Action By: City of DeKalb Transit Manager

Action: The City of DeKalb Transit Manager will review the proposed advertisement for compliance with this policy and direct the Student Association Director of Advertising as to whether the proposed advertisement will be accepted. The City Transit Manager may consult with the City Manager's Office, including the City Attorney, and the NIU Student Association Director of Advertising in conducting this final review. The decision of the City Transit Manager to approve or reject any proposed advertising shall be final, subject to the appeals process provided in this policy.

IV. APPEALS

- A. Appeals to the City of DeKalb City Manager: An advertiser may appeal a decision to reject, remove, or revise an advertisement by the City Transit Manager by filing a written request to the City of DeKalb's City Manager within five (5) business days of the City Transit Manager's final decision. The advertiser's request shall state why the advertiser disagrees with the decision in light of the City's Advertising Policy. The City Manager shall either issue a written opinion deciding the appeal within ten (10) business days of receiving the appeal or refer the appeal to the City's Administrative Hearing Officer for a hearing with due notice on the appeal and a written opinion deciding the appeal within ten (10) business days of the City Manager's receipt of the appeal. The decision of the City Manager or his designee shall be final under the Illinois Administrative Review Act.

STREET SIDE AD:



A STREET SIDE AD is the largest size ad. It is big, visible from a distance, and gets you noticed.

STREET SIDE ADS should measure 144" wide by 30" tall.

Prices do not include production or installation.

SIZE	DAYS	WEEKS	Cost
144 x 30	14	2	\$140.00
144 x 30	28	4	\$280.00
144 x 30	42	6	\$420.00
144 x 30	56	8	\$560.00

CURB SIDE AD:



A CURB SIDE AD is smaller than the street side ad but will still get your message noticed.

CURB SIDE ADS should measure 72" wide by 30" tall.

Prices do not include production or installation.

SIZE	DAYS	WEEKS	Cost
72 x 30	14	2	\$140.00
72 x 30	28	4	\$280.00
72 x 30	42	6	\$420.00
72 x 30	56	8	\$560.00

Advertising Rates

TAILLIGHT AD:



A TAILLIGHT AD will make a lasting impression for your business or organization.

TAILLIGHT AD sizes vary depending on the model of the bus. They come in two sizes:

70 inches wide by 21 inches tall; or
45 inches wide by 18 inches tall.

Prices do not include production or installation.

SIZE	DAYS	WEEKS	Cost
70 x 21	14	2	\$98.00
70 x 21	28	4	\$196.00
70 x 21	42	6	\$294.00
70 x 21	56	8	\$392.00

SIZE	DAYS	WEEKS	Cost
45 x 18	14	2	\$98.00
45 x 18	28	4	\$196.00
45 x 18	42	6	\$294.00
45 x 18	56	8	\$392.00



- ☐ Review the City of DeKalb Advertising Policy, as found on pages 2 – 6, to be sure your business, product, or service is an acceptable announcement.
- ☐ Review the available sizes and costs and pick the right advertisement for your goals.
- ☐ Decide the length of commitment you would like to make based on your goals, budget, and the impact you would like to make with your message.
- ☐ Connect with the NIU Student Association Director of Advertising for an in-person meeting or phone call to discuss your options and answer any questions.
- ☐ Review the DeKalb Public Transit Advertising Terms and Conditions, as found on page 11 .
- ☐ Work with the NIU Student Association Director of Advertising to sign your contract.
- ☐ Once your contract is signed, choose an approved printer.
- ☐ Please remember that pricing, outlined in this guide, does not include charges incurred for the printing and installation of your advertisement. Approved printers are solely responsible for setting their own pricing.
- ☐ Communicate and coordinate with your chosen printer on your artwork – make sure they understand the size of the advertisement, the materials that they should be using, as well as the start date of your contract.
- ☐ Notify the City of DeKalb Transit Manager or the NIU Student Association Director of Advertising of when your artwork will be finished and when your printer would like to drop-off your advertisement.
- ☐ NIU Student Association Director of Advertising or the City of DeKalb Transit Manager will conduct follow-up with you during your contract and also reach out near the end of your contract term.

Advertising Terms and Conditions



- The advertiser agrees to coordinate signs for said advertising to the Huskie Line office at least five (5) business days before the contract date begins. The text and illustrations on the cards and/or posters and the paper and/or display materials used shall be subject to the City of DeKalb Advertising Policy and the City of DeKalb/Northern Illinois University (NIU) decision for acceptability shall be final. The City of DeKalb or its affiliates are not responsible for an advertiser or printer's failure to provide materials in a timely manner.
- Loss of service due to failure of the advertiser or printer to furnish cards or posters as provided above for installation on the stated commencement date shall be the advertiser's loss. The advertiser's failure to timely furnish cards or posters for all contracted vehicle spaces shall constitute a partial breach of contract and entitle the City of DeKalb to offer the unused space to other parties.
- Should the advertiser's cards or posters be damaged, defaced, mutilated, or spoiled by reason of storm, flood, strikes, ordinary wear and tear, or any other cause, replacement cards or posters shall be furnished by the advertiser upon City of DeKalb's request, without liability or expense on the part of the City of DeKalb or its affiliates. If replacement ads are not provided, the City has the right to remove damaged signs.
- Advertiser shall indemnify and save harmless the City of DeKalb/NIU/Huskie Line against any liability to which City of DeKalb/NIU/Huskie Line may be subjected by reason of the advertising material displayed under this contract, including but not limited to, liability for infringements of trademarks, trade names, copyrights, invasion of privacy rights, defamation, illegal competition or trade practices, including all costs and attorney's fees incurred in defending such actions.
- Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of the City of DeKalb shall not constitute breach of contract, but in such event, the advertiser shall be entitled to a pro rata credit for such loss or, at the option of the City of DeKalb, additional service or an extension of the term of service equivalent to the service lost.
- In the event that the City of DeKalb or its representatives shall at any time disapprove of the advertisement, the City of DeKalb will have the right to remove the advertisement. The City of DeKalb accepts this contract subject to all Federal, State, and Municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal, the City of DeKalb reserves the right to terminate same, and the advertiser shall receive a pro rata credit from the date of removal of the advertisement.
- The City of DeKalb reserves the right to cancel this contract any time upon default by the agency and/or advertiser in the payment of bills, or other breach, or in the event of any material violation on the part of the agency and/or advertiser of any of the conditions herein named and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid shall become immediately due and payable. No waiver of any term or condition of the City of DeKalb advertising service or agreement, including acceptance of late payment, shall be construed as a waiver of any other term or condition, including timeliness of payment. In the event of any breach, the City of DeKalb shall be discharged from any further obligation to display the advertiser's copy; and, in the event of suit for collection of unpaid accounts, all costs of suit, including reasonable attorney's fees, shall be added to the monies owed.
- This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
- The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Circuit Court for the Twenty-Third Judicial Circuit, DeKalb County, Illinois.

Advertising Contract

The Advertiser, _____, agrees to:



- I. Run on Bus Route (s) _____
- II. Location of Sign (s) _____ (streetside, curbside, rear)
- III. For a total of \$_____, plus a \$_____ sign placement fee for a total of \$_____
- IV. During the time period of _____

Advertiser Signature

Date

NIU S.A. Director of Advertising

Date

Advertiser Name (Printed)

Date

City of DeKalb Transit Manager

Date

A copy of this contract will be kept on file with the City of DeKalb and the NIU Student Association Director of Advertising.