RESOLUTION 2018-101          PASSED: JULY 23, 2018

AUTHORIZING THE TRANSFER OF CITY OF DEKALB
LICENSED RIGHTS OF ROUTEMATCH PUBLIC TRANSIT
TRIP SCHEDULING SOFTWARE TO THE VOLUNTARY
ACTION CENTER OF DEKALB COUNTY.

WHEREAS, the City of DeKalb is the fiscal agent for all public transit funding in the
DeKalb metropolitan region; and

WHEREAS, the City Council approved the Mayor to execute a contract with RouteMatch
to provide trip scheduling software at its December 10, 2007, meeting via Resolution 2007-
101; and

WHEREAS, the City Council approved a Lease Agreement with the Voluntary Action
Center to lease the use of RouteMatch trip scheduling software at its December 10, 2007,
meeting via Resolution 2007-102; and

WHEREAS, the City Council approved the Mayor to execute a lease agreement with VAC,
which includes RouteMatch trip scheduling software licenses in the Lease Master List at
its September 26, 2016, meeting via Resolution 2016-110.

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

Section 1: That the Mayor of the City of DeKalb, Illinois be authorized and directed to
execute an agreement between the City of DeKalb, RouteMatch, and the Voluntary Action
Center (VAC) to transfer license rights from the City of DeKalb to VAC. A copy of the
amendment is attached hereto and made part thereof as Exhibit “A”.

Section 2: That the Deputy City Clerk of the City of DeKalb, Illinois be authorized and
directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting
thereof held on the 23rd day of July, 2018, and approved by me as Mayor on the same
day. Passed on an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan,
Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

[Signature]
RUTH A. SCOTT, Deputy City Clerk

[Signature]
JERRY SMITH, Mayor

STATE OF ILLINOIS
ASSIGNMENT AGREEMENT

This assignment agreement ("Assignment") is entered into on September 28, 2018, ("Effective Date") between Routematch Software, Inc. ("Routematch"), City of Dekalb (the "Assignor"), and Voluntary Action Center (the "Assignee"). The parties agree as follows:

1. Assignment. Assignor entered into a Software License and Services with Routematch on December 11, 2007, and subsequent Proposals for equipment and services (the "Original Agreements"). Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby acquires from the Assignor, all of the Assignor's rights, and interests in and to the Original Agreements.

2. Assumption. Assignee assumes and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Original Agreement. Assignor is expressly released from all obligations under the Original Agreements via this assignment and assumption of the Original Agreements.

3. Consent to Assignment. Routematch consents to the assignment and assumption of the Original Agreements from Assignor to Assignee.

4. Effect. Except as specifically set forth in provisions herein all other terms of the Original Agreements shall remain in full force and effect.

The parties have executed this Assignment as of the Effective Date.

<table>
<thead>
<tr>
<th>City of Dekalb</th>
<th>Voluntary Action Center of Dekalb County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td></td>
<td>Ellan Rogers</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Jerry Smith</td>
<td>Ellen Rogers</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Mayor</td>
<td>CEO / President</td>
</tr>
</tbody>
</table>

Routematch Software, Inc.

Signature:                          
Name: Clay Davidson
Title: Director of Business and Legal Affairs
RESOLUTION 07-101  Passed: December 10, 2007

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ROUTEMATCH SOFTWARE FROM ROUTEMATCH, INC., FOR USE BY VOLUNTARY ACTION CENTER FOR THE PROVISION OF COMMUNITY TRANSPORTATION.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute a contract with RouteMatch, Inc., for the purchase of trip scheduling software for its use in providing community transportation, per the terms of the contract, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.


ATTEST:

DONNA S. JOHNSON, City Clerk

FRANK VAN BUER, Mayor
Software License and Services Agreement

Between

RouteMatch Software, Inc. and City of Dekalb, Illinois

December 11, 2007
THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of September 11, 2007 (the “Effective Date”), by and between ROUTEMATCH SOFTWARE, INC., a Georgia corporation (“RouteMatch”) and THE CITY OF DEKALB ILLINOIS. (“Licensee”), an Illinois Municipal Corporation (hereinafter each may be referred to as a “Party” or collectively as the “Parties”).

WHEREAS, RouteMatch is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, RouteMatch is the provider of certain services related to the installation, setup, training and technical support associated with the use of Software; and

WHEREAS, Licensee desires to obtain a license to use the Software solely in its business operations and to obtain the Professional Services described herein, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Agreement to Purchase.

The parties agree to the following rights and responsibilities:

(a) Purchase of License and Professional Services. During the Term (as defined below) of this Agreement, Licensee agrees to purchase from RouteMatch, and RouteMatch agrees to provide to Licensee, under the terms of this Agreement, a License to Use the Software as set forth in Section 2 below and the Professional Services set forth in Section 3 below; at the following prices, fees and expenses:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>License to Use Software</td>
<td>$34,450</td>
</tr>
<tr>
<td>Professional Services</td>
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<tr>
<td>Premium Customer Support</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total</td>
<td>$82,613</td>
</tr>
</tbody>
</table>

(b) Term. The obligations of the Parties under and pursuant to this Agreement shall become effective as of the Effective Date and shall remain in effect as follows:

(1) License to Use Software: Perpetual.

(2) Professional Services: For twelve (12) months thereafter (the “Initial Term”).

(3) Customer Support: For a period of thirty-nine (39) months after “Go Live” provided that the Parties’ obligations under Section 4 of this Agreement shall be automatically extended for additional twelve (12) month periods (each a “Renewal Term”) on the anniversary date of “Go Live”, unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the Initial Term or any Renewal Term, as applicable. For the purposes of this Agreement, “Go Live” is that point in time, after successful completion of Level III training as set forth below, when Licensee uses the Software in its daily, regular business operations.
The Initial Term together with any Renewal Term shall be the “Term” of this Agreement; provided and so long as Licensee is not in breach of or default under this Agreement or this Agreement has not been terminated pursuant to Exhibit A, and subject to RouteMatch’s right to increase its fees or rates as provided herein.

(c) **Right to Suspend Services.** In the event that and so long as Licensee is in breach of or default under the terms or conditions of this Agreement, RouteMatch may, in its sole discretion, suspend performance of any of its obligation to provide any of the Services to Licensee under this Agreement.

2. **License to Use Software.**

(a) **Description.** In consideration of the payment of the license fees and other fees and expenses set forth in Section 5 below, RouteMatch grants to Licensee a nonexclusive, nontransferable, perpetual (subject to termination as provided below) license for the authorized number of Named Users and Vehicles (as provided in Section (c) below or in an Amendment to this Agreement signed by the Parties) to use RouteMatch TSTM™ and two (2) Custom Reports further described in this Agreement and Exhibit “B” to this Agreement, (the “Software”) in machine readable form and the accompanying user documentation identified in Section (b) below, subject to the terms and conditions of this Agreement, including Exhibit A.

(b) **Documentation.** RouteMatch will provide to Licensee the following user documentation relating to the Software (the “Documentation”), and a license to use the Documentation: one (1) hard copy of the Users Manual will be provided to Licensee upon installation of the Software, and one (1) digital copy of the Users Manual will be provided to Licensee in Adobe Acrobat PDF format after installation of the Software.

(c) **Scope.** Licensee agrees that it may allow up to five (5) of its designated employees (“named users”) access to the Software and may manage up to twenty-five (25) vehicles in the Software.

3. **Professional Services.**

In consideration for Licensee’s payment of the fees and reimbursement of expenses as set forth in Section 5 below or as otherwise agreed in writing signed by the Parties, RouteMatch shall provide the following “Professional Services” to Licensee:

(a) **Pre-Implementation Planning.** RouteMatch will (i) provide project management and pre-install operations review services; (ii) procure and deliver a five (5) user client access license (CALS) for Licensee to use Microsoft SQL Server 2000; and (iii) procure a license and create a GIS base map for Licensee’s use in DeKalb County, Illinois, Licensee’s one (1) county service area, to be used for customer location, destination location, vehicle scheduling and routing.

(b) **Data Conversion.** RouteMatch will convert Licensee’s business data (customers, addresses, vehicles, drivers, funding sources, and billing rules) into the Software database for use in operating the Software.

(c) **Custom Report Development.** RouteMatch will develop two (2) custom reports, as designed by and agreed upon by RouteMatch and Licensee.

(d) **Installation and Configuration.** RouteMatch will install and configure the Software at Licensee’s business location in a computer network that meets the minimum facilities and computer requirements described in Exhibit B. attached hereto.
(e) **Training.** RouteMatch will provide up to twelve (12) days of training services for five (5) of Licensee’s representatives, to be conducted by one (1) representative of RouteMatch at Licensee’s location of installation, as follows:

(1) **Level I.** Initial system administration and user/data entry training, which will occur in connection with, and at the time of the installation of, the Software.

(2) **Level II.** Software user and report training, which training will cover such matters as operational and reporting functionality and refining parameters and operational work rules.

(3) **Level III.** “Go Live” Support consisting of support in real-time, live operations, in order to verify the accuracy of the client and trip data.

(f) **Post Implementation Support.** RouteMatch will provide one (1) day of follow up analysis and training based upon a review of Licensee’s use of the software in real operations, to be scheduled two (2) to four (4) months after “Go Live”.

The parties agree that a more detailed schedule with all training dates and times will be finalized during the kick-off meeting and set forth in the Project Plan, prepared and delivered to Licensee by RouteMatch within 30 days of kick-off meeting.

4. **Customer Support Services.**

In consideration of the payment of the fees and reimbursement of expenses as set forth herein, during the Term, RouteMatch will provide technical support as follows:

(a) **Phone Support.** RouteMatch will provide technical support by phone twenty-four (24) hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 8:00 AM – 6:00 PM(EST) and will return all calls within sixty (60) minutes. After hours and emergency support will be available via a pager by which, upon licensee leaving a message on the RouteMatch Support Voice Mail, a customer support technician will contact the customer within sixty (60) minutes. Upon the initiation of a support event, email alert notifications will be sent to licensee containing a unique tracking identification number.

(b) **Updates.** RouteMatch will provide all Updates (as defined in Exhibit “A”) to Licensee without charge. These updates and patches will be provided on CD or other acceptable electronic means.

(c) **Upgrades.** RouteMatch will provide all Upgrades (as defined in Exhibit “A”) to Licensee without charge. These upgrades will be provided on CD or other acceptable electronic means.

(d) **Customer Support Website.** RouteMatch will provide Licensee access through a unique, secure password to the Customer Support Website (“CSW”). The CSW will be maintained for customers only and contain information regarding the Software, Services, and other helpful information. The CSW will also provide access to the most up to date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW will receive confirmation of receipt within one business hour of submittal.

(e) **User Groups.** Licensee will be permitted to participate in regional user groups for Licensee’s region, if available, free of charge.
(f) **On-Line Training Sessions.** In addition to the initial training referenced in Section 3(e), up to five (5) of Licensee’s authorized users will be allowed to participate in two (2) web-based, on-line training sessions each year. Upon Licensee’s request RouteMatch will schedule a training session on the subject matter requested by Licensee at an agreed upon date and time.

(g) **Scheduled Web Training Classes.** In addition to the initial training referenced in Section 3(e), each year, RouteMatch will provide up to five (5) of Licensee’s authorized users access to five (5) of RouteMatch’s regularly schedule Web-Training classes free of charge. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional access can be purchased at the then applicable rate for Premium Support customers.

(h) **Annual User Conference.** RouteMatch will hold an Annual Users Conference one time each year. Licensee’s authorized users are eligible to attend the annual RouteMatch User Conference free of charge. All expenses and costs included those associated with travel, lodging, and meals are not included and are the responsibility of Licensee.

**Fees**

**Annual Customer Support Fees:** $11,550

RouteMatch may increase customer support fees up to 10% in each term after the initial term, upon sixty (60) days’ written notice to Licensee.

5. **Payment.**

(a) **License and Service Fees.** Licensee shall pay forty (40%) percent of all License and Professional Service Fees upon execution of this Agreement; twenty (20%) percent of such Fees upon completion of Pre-Implementation Planning; ten (10%) of such fees upon the completion of the Level I Training; ten (10%) percent of such fees upon the completion of Level II Training; ten (10%) percent of such fees upon the completion of Level III Training; and the remaining ten (10%) percent of such fees upon System Acceptance, which shall be when the Software substantially conforms in all material respects to the specifications set forth in Exhibit B.

(b) **Customer Support.** Licensee shall be given unlimited Customer Support, free of charge for the first 90 days after system “Go Live.” Licensee shall pay fees for the first three (3) years of Annual Customer Support 90 days from “Go Live” and fees for all subsequent years of Annual Customer Support upon the anniversary of ninety (90) days from “Go Live.”

(c) **Expenses.** RouteMatch estimates it will incur $4,600 in reasonable travel expenses in the delivery of the Software and Professional Services listed above. Licensee shall reimburse RouteMatch for all reasonable travel expenses as they are incurred, up to the estimate. Should RouteMatch anticipate that it will exceed the estimate listed above, RouteMatch will provide Licensee will prior written notice of the potential overage. Licensee retains the right to limit or reschedule training sessions in order to reduce travel expenses.

6. **Additional Services.**

Provided and so long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at those prices and terms set forth in Exhibit B – 3, attached hereto; provided that any such purchase shall be evidenced by an Addendum to this Agreement executed by authorized representatives of both Parties and setting forth the additional or elective services to be purchased by Licensee and provided by RouteMatch, as well as the prices for such services if other than as provided below. All such additional or elective services

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Initials: RM | Licensee ___
shall be provided on an hourly or daily rate basis as set forth below unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price (a “Statement of Work”). Any Statement of Work shall be an Addendum to this Agreement and incorporate the terms and conditions of this Agreement.

7. Licensee’s Obligations.

Licensee shall provide the following labor support to RouteMatch:

(a) **General.** Licensee shall name a point of contact representative (the “Point of Contact”) responsible for all communications between RouteMatch and Licensee throughout the installation, data conversion, training, and technical support process. The Point of Contact will be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation, data conversion, training and technical support; and, arranging communications and support from RouteMatch representatives, as requested.

(b) **Project Plan.** Licensee acknowledges that time is critical in the performance of the implementation Project Plan. Licensee further acknowledges and agrees that any delay in the implementation due to the acts or omissions of Licensee, its employees, subcontractors, agents and/or client(s) (persons other than RouteMatch representative), shall not constitute a delay in RouteMatch’s performance and shall not delay or prevent payment of any amount that would have been due to be paid to RouteMatch under the contract.

(c) **Installation.** Licensee agrees that an MSP-certified IT, manager-level representative, capable of providing RouteMatch administrative access to all computers, workstations and servers, will be available to assist RouteMatch during the installation period. Licensee further agrees to provide RouteMatch with one (1) hour of down time per work station to be equipped with the Software, in which RouteMatch has complete, uninterrupted access to said work station.

(d) **Data Conversion.** If RouteMatch is to provide data conversion services under Section 3 (b), Licensee is solely responsible for presenting all of its business and other data to be used with the Software in an acceptable format (Microsoft Excel, template to be provided by RouteMatch) to expedite data conversion services to be provided by RouteMatch as set forth in section 7 (c).

(e) **Training.** Licensee agrees to make all of its personnel that are considered by Licensee to be “trainees” on the use of the Software or who are to receive training as part of the Professional Services available for the agreed upon number of uninterrupted, dedicated eight (8) hour training days as set forth in the Project Charter. Licensee retains the right to limit or reschedule training sessions in order to reduce travel expenses.

(f) **Technical Support.** During the Term of this Agreement, Licensee agrees to follow and comply with the RouteMatch Customer Support Program provided or communicated to Licensee, direct all technical support questions and communications through the Point of Contact, and provide the necessary and qualified personnel, as requested by RouteMatch, to assist in completing the technical solution.

8. Miscellaneous.

(a) **Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof and, if sent by facsimile, shall be followed
forthwith by first class mail and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses with adequate postage thereon, if applicable, and as follows unless and until notice of another or different address shall be given as provided herein:

(1) If to RouteMatch: with a copy to:

RouteMatch Software, Inc. Barclay T. Macon, Jr.
Suite 1130 Freisern, Macon, Swann & Malone, LLP
1180 West Peachtree Street 2905 Piedmont Road
Atlanta, Georgia 30309 Atlanta, Georgia 30305

(2) If to Licensee:
City of DeKalb City of DeKalb
Community Development Department Legal Department
233 South Fourth Street 200 South Fourth Street
DeKalb, IL 60115 DeKalb, IL 60115

(b) Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Illinois, without regard to any laws related to choice or conflicts of laws. Venue for any action construing the terms and conditions of this Agreement shall be in the Sixteenth Judicial Circuit, DeKalb County, Illinois.

(d) Waiver: Entire Agreement. This Agreement (including Exhibits A and B) constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ROUTEMATCH:

ROUTEMATCH SOFTWARE, INC.

By: ____________________________
Name: Joseph P. Hewes
Title: Vice President

ATTEST:

By: ____________________________

Date: 12-27-2007

LICENSEE:

THE CITY OF DEKALB, ILLINOIS

By: Frank Van Buer
Name: Frank Van Buer
Title: Mayor

ATTEST:

By: Donna S. Johnson
City Clerk

Date: 12-11-07

CITY OF DEKALB
STATE OF ILLINOIS
EXHIBIT A

TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN ROUTEMATCH SOFTWARE, INC.,
AND THE CITY OF DEKALB, ILLINOIS

The Software and Documentation are licensed to Licensee and the Services are provided to Licensee under the additional Terms and Conditions set forth in this Exhibit A, the terms of which are incorporated into and made a part of the Agreement.

1. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). ROUTEMATCH DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ROUTEMATCH HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

2. Updates and Upgrades

(a) For purposes of this Agreement, the term “Updates” refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than “1” unit (i.e. release 1.1 to 1.2). If and so long as Licensee has paid in full A Customer Support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated by RouteMatch.

(b) For purposes of this Agreement, the term “Upgrades” means and refers to major changes or to a new release of the Software, including without limitation any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as “1” whole units (i.e. release 1.0 to 2.0). If and so long as Licensee has paid in full a Customer Support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Upgrades issued and disseminated by RouteMatch.

3. Scope of License Rights; Restrictions.

(a) The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this Section 3(a) (i) through 3 (a) (iv):

(i) store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in Exhibit B, or access the Software via the Internet on one server only, but in either case only for use by that number of users specified in this Agreement and only for the purpose of serving the internal needs of the business of Licensee;

(ii) in support of Licensee’s authorized use of the Software, store the Software’s machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in the Agreement;

Exhibit “A”

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Initials: RM Licensee
make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that RouteMatch’s proprietary legend is included; and,

(iv) use the Documentation solely to assist Licensee in its authorized use of the Software.

(b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:

(i) copy (except as expressly permitted in Section 3(a)(iii) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software; or separate the components of the Software;

(ii) except as may be required by the Freedom of Information Act (5 ILCS 5/140. et seq.) copy or provide any third party with access to or use of any of the Documentation without the prior written consent of RouteMatch;

(iii) transfer any of Licensee’s rights or obligations under this Agreement without the express, advance, written consent of an officer of RouteMatch, and then only if: (i) Licensee keeps no copies of the Software or Documentation; (ii) Licensee transfers Licensee’s entire rights and obligations under this Agreement to or to the Software and Documentation; and, (iii) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee’s rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(iii);

(iv) remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation;

(v) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,

(vi) use any trademarks or service marks of RouteMatch.

4. **Limited Warranty and Limitation of Warranties.**

(a) Subject to the conditions and limitations set forth herein, RouteMatch warrants for a period of (90 days) immediately following “Go Live” (the “Warranty Period”) that the Software will substantially conform in all material respects to the specifications set forth in the Agreement, which is attached hereto and incorporated herein, for the version or release level of the Software as set forth in Section 2 of the Agreement, or if no such version or release level is specified therein, then on the most recent version or release level of the Software that has been issued and is being licensed by RouteMatch as of the Effective Date. Subject to the provisions and limitations set forth herein, RouteMatch will correct any such nonconforming Software if Licensee has notified RouteMatch of such nonconformity in writing within the Warranty Period. RouteMatch shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to RouteMatch the existence and nature of such nonconformity within the Warranty Period, and such nonconformity cannot be verified.

Exhibit “A”

Initials: RM___Licensee___

CONFIDENTIAL – DO NOT DISCLOSE
(b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than RouteMatch or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than RouteMatch. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with RouteMatch’s User Manual and any other written instructions provided by RouteMatch to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. RouteMatch makes no warranty that the Software will meet Licensee’s requirements or operate in combinations with other software or hardware selected by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

(c) As Licensee’s exclusive remedy for any material nonconformity in the Software for which RouteMatch is responsible as provided in this Section 4 and for which RouteMatch is notified in writing within the Warranty Period as set forth above, RouteMatch shall attempt through reasonable effort to correct or cure any such reproducible, material nonconformity by issuing a software patch, a work-around or bypass. In the event that RouteMatch does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if RouteMatch determines that it is not economically feasible or reasonable to make such correction, Licensee’s exclusive remedy shall be (i) a reduction in the license fee paid by Licensee for the nonconforming Software in an amount mutually agreed upon in writing signed by the Parties; or (ii) if no such amount is agreed to in writing signed by the Parties within thirty (30) days after RouteMatch has notified Licensee in writing that RouteMatch has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Licensee shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify RouteMatch in writing of its election, to either promptly return all copies of the Software and Documentation and obtain a refund of the license fee(s) paid for such nonconformity, or accept the Software with such nonconformity and with no reduction in the License Fee(s). Licensee’s failure to timely make such an election shall be deemed to be an election of the latter option.

(d) EXCEPT AS PROVIDED IN SECTION 4(a) THROUGH (c) OF THIS EXHIBIT A, THE SOFTWARE IS LICENSED ON AN “AS IS” BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FOR GREATER CERTAINTY, ROUTEMATCH MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE WITH ALL APPLICATIONS, UTILITIES OR OTHER MEMORY RESIDENT PROGRAMS.

(e) RouteMatch shall not be responsible for any obsolescence of the Software for any reason. Furthermore, RouteMatch assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. Proprietary Protection and Restrictions.

(a) Licensee acknowledges and agrees that the Software and Documentation is the sole property of RouteMatch and contains copyrighted, confidential and trade secret information, and that

Exhibit “A”

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CONFIDENTIAL – DO NOT DISCLOSE
as between RouteMatch and Licensee, RouteMatch shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by RouteMatch. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation. Furthermore, Licensee will indemnify and hold RouteMatch harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of Licensee’s action or inaction.

(b) Licensee hereby authorizes RouteMatch to enter Licensee’s premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee’s compliance with the terms of this Agreement. Licensee will cooperate fully with RouteMatch and promptly provide RouteMatch and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay RouteMatch’s access to Licensee’s premises and computers or the inspection thereof.

(c) Licensee acknowledges that, in the event of Licensee’s breach of any of the provisions of this Agreement, RouteMatch will not have an adequate remedy in money or damages. RouteMatch shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. RouteMatch’s right to obtain injunctive relief shall not limit its right to seek further remedies.

(d) If a third party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, RouteMatch will defend Licensee against such claim at RouteMatch’s expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies RouteMatch in writing of the claim, cooperates fully with RouteMatch in the defense of any such claims, and allows RouteMatch to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, RouteMatch will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in RouteMatch’s sole discretion is not economically feasible for RouteMatch to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, RouteMatch shall have no obligation for any claim based on Licensee’s modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by RouteMatch. THIS PARAGRAPH STATES ROUTEMATCH’S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. Fees and Reimbursement of Expenses. Licensee shall pay to RouteMatch those fees and reimburse RouteMatch for those expenses as and when set forth in the Agreement. In the event that there is no due date set forth in the Agreement, all invoices will be due and owing within ten (10) days of the date of the invoice. In the event that Licensee fails to pay any amounts owed to RouteMatch hereunder on or before the due date therefore, all unpaid amounts will accrue interest at the rate of 1.5% per month thereafter until paid, and Licensee shall reimburse RouteMatch for
all costs and reasonable attorneys fees incurred by RouteMatch by reason thereof.

(a) All fees and charges are exclusive of all taxes. Except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including sales or use taxes, intangible taxes, and property taxes resulting from Licensee’s purchase or acceptance of the license granted herein, Licensee’s possession and use of the Software, or from any of the services that RouteMatch may provide to Licensee under and pursuant to this Agreement, exclusive of taxes based on RouteMatch’s income. If Licensee is exempt from the obligation to pay taxes Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.

7. **Termination.**

(a) Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement, and all licenses granted to Licensee under this Agreement, upon written notice to the other Party (the “Breaching Party”) in the event of a breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement, provided however, that a Breaching Party shall only have the right to cure any such monetary breach once within any twelve (12) month period; or (ii) within thirty (30) days after any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed.

(b) Upon the termination of this Agreement for any reason, Licensee shall promptly pay to RouteMatch all then due and outstanding amounts owed by Licensee to RouteMatch under this Agreement, and all rights granted to Licensee will terminate and revert to RouteMatch. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Licensee’s possession or use of the Software, Licensee shall return or destroy, as requested by RouteMatch, all copies of the Software and all Documentation in the possession, custody or control of Licensee and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to and shall certify to RouteMatch in writing and under oath Licensee’s compliance with all of the terms and conditions of this Section 7(ii) promptly upon RouteMatch’s request for the same.

8. **Limitation of Liability.**

(a) **EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(d) ABOVE AND/OR ROUTEMATCH’S INTENTIONAL OR WILLFUL AND WANTON MISCONDUCT, THE CUMULATIVE LIABILITY OF ROUTEMATCH TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROUTEMATCH HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROUTEMATCH SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.**

(b) **EXCEPT FOR ROUTEMATCH’S INTENTIONAL OR WILLFUL AND WANTON**
MISCONDUCT, IN NO EVENT SHALL ROUTEMATCH BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROUTEMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS.

9. **Costs of Litigation.** If any action is brought by either Party to this Agreement against the other Party regarding the subject matter hereof, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation.

10. **Export and Government Use Restrictions.** Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the “Restricted Components”), to any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

11. **Incorporation of Other Software.** The Software may incorporate material or components which are owned by third parties and which are used by agreement between RouteMatch and such third parties. Licensee acknowledges and agrees that any third party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

12. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by licensees without the prior written consent of RouteMatch and upon payment of an assignment fee.

13. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

14. **No Third Party Rights.** Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

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Exhibit “A”

CONFIDENTIAL – DO NOT DISCLOSE
EXHIBIT B - 1

To Software License and services Agreement Between RouteMatch Software, Inc. and The City of Dekalb Illinois

RouteMatch TSTM Product Description

The following is a description of the all features and functionalities included in your RouteMatch TSTM license and deliverable under the Agreement:

Customers – The RouteMatch TSTM Customers function allows authorized users to view, add, edit, delete, and search for customer data. Each customer record consists of the following required information: first/last name, address, associated service, and Mobility Type. Each customer record may also include the following optional information: primary phone and extension; secondary phone and extension; social security number; internal ID; birthday; indication of whether elderly; language; email address; comments; load and unload times; indication of whether attendant is required for trips; and indication of whether customer is currently active.

Authorized users are also allowed to view a list of all customers; refresh the Customers function display in case of modifications; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TSTM Scheduling function; and print detailed customer information, including last modified date; print date; customer’s name, address, phone, email address, social security, Internal ID, birthday, language, race, mobility, attendant required, and currently active (yes/no); and comments.

Authorized users are also allowed to manage additional customer information as follows:

- **Billing Information** - the RouteMatch TSTM Customer Billing Information function allows authorized users to view, add, edit, or delete data for one or more funding source. The following data elements are required: funding source name and expiration date; Trip Accounting Type, including indications for flat fee or per vehicle mile charge, with amounts for individual, shared revenue or shared service; indication of per vehicle hour charge, with amounts for individual, shared revenue or shared service. Each Customer Billing Information record may also include the following optional information: agency requirements or comments; number of trips allowed per day, month, week, or year; trip purpose; and indication of whether the customer will pay.

- **Eligibility** - the RouteMatch TSTM Eligibility function allows authorized users to view, add, edit, or delete data for one or more eligibility Programs. The Customer’s ID and name are displayed for each eligibility record. The following data elements may also be specified: program ID; Program Name; indication of whether the eligibility status is permanent; application/Certification information, including Verification Sent Date; Renewal Date; Certification Date; Certification Expiration Date; Application Received Date; Verification Received Date; Registration Date, Certification Rejection Date; and comments.

- **Emergency Contact** - the RouteMatch TSTM Emergency Contact function allows authorized users to view, add, edit, or delete information about one or more emergency contacts for a customer. The following data elements are required for each Emergency Contact record: first/last name; relationship; and telephone number and extension. Comments may also be included with each record.
- **Customer Service Needs** - the RouteMatch TSTM Customer service Needs function allows authorized users to view, add, edit, or delete information about one or more service needs for a customer. The Customer's ID and name are displayed for each Customer service record. The following data elements are required: service need; and indication of whether service is permanent. Comments may also be included with each record.

- **Customer Medical** - the RouteMatch TSTM Customer Medical function allows authorized users to view, add, edit, or delete information about one or more medical needs for a customer. The Customer's ID and name are displayed for each Customer Medical record. The Medical Type is required. Doctor's first/last name and phone number, and comments may also be included with each record.

- **Customer Disability** - the RouteMatch TSTM Customer Disability function allows authorized users to view, add, edit, or delete information about one or more service needs for a customer. The Customer's ID and name are displayed for each Customer Disability record. The following data elements are required: Disability Type; and indication of whether the disability is permanent. Comments may also be included with each record.

**Vehicles** - The RouteMatch TSTM Vehicles function allows authorized users to view, add, edit, delete, and search for vehicle data. Each vehicle record consists of the following required information: internal Vehicle ID; vehicle type; associated service; and total capacity. Each vehicle record may also include the following optional information: VIN number; License Plate/State; vehicle ID, including make, model, color, and year; cost tracking information, including Operator cost/mile and Pullout cost; the number of standard seats, wheel chairs, wheel chair ties, and car seats; indication of whether there are low floors; indication of whether the vehicle is available, including the date and time; and values for Default Garage Stops, including garage pull-out time, garage pull-out time, pull-out address, and pull-in address.

Authorized users are also allowed to view a list of all vehicles; refresh the Vehicles function display in case of modifications; copy data from an existing vehicle to facilitate adding a new vehicle; and print detailed vehicle data, including Internal ID, service name, vehicle's description, type, and VIN; set capacity information, including total capacity, number of standard seats, wheelchairs, car seats, and tie downs; set indication of whether there are low floors; set vehicle availability on or off, and automatically unscheduled all trips, breaks, and runs if necessary; pullout cost; available time; pullout address; and return address.

**Drivers** - The RouteMatch TSTM Drivers function allows authorized users to view, add, edit, delete, and search for driver data. Each driver record is required to include the first/last name and address. Each driver record may also include the following optional information: phone number and extension; social security number; internal ID; License number; state; hire date; termination date; comments; information about the weekly schedule, including availability by day of week, start time, end time, and comments; and emergency contact information, including first/last name, phone number and extension, relationship, and comments.

Authorized users are also allowed to view a list of all drivers; refresh the Drivers function display in case of modifications; and print detailed driver data, including the Last Modified date; print date; driver information including name, phone number, internal ID, License number; state; hire date; termination date; comments; information about the weekly schedule, including availability by day of week, start time, end time, and comments; and emergency contact information, including phone number, relationship, and comments.
**Trips** - The RouteMatch TSTM Trips function allows authorized users to view, add, edit, delete, and search for customer trip request data by date. Each trip request record consists of the following required information: assigned service, pickup location; dropoff location; timing preference (pickup or dropoff); requested time; estimated load/unload times; mobility type; number of attendants, guests, and car seats; and funding source. Each trip request record may also include the following optional information: trip type, trip purpose, billing category, comments; and indication of whether the trip recurs on other weekdays (a "standing order"), and it’s effective and until dates.

Authorized users are also allowed to view a list of all customers and their trip requests by date; refresh the Trips function display in case of modifications; copy data from an existing trip record to facilitate adding of a new trip request; specify a new trip request as the return trip of an existing trip request record; cancel a trip request for current day only; delete trip request for current day only; delete trip request record for all applicable days of a standing order; and view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TSTM Scheduling function.

**Scheduling** - The RouteMatch TSTM Scheduling function allows authorized users to manage vehicles’ schedules. Functionality is centered around five main sub-functions:

- **Manage Scheduled Trips** – authorized users are allowed to manually schedule a run to a vehicle for a given date, for the current day only or for the current weekday forward; search for a scheduled trip or vehicle by name; unschedule a run from a vehicle for the current day only, or for the current weekday forward; modify run properties, including the service, name, start time, or end time; manually schedule one or more trips to a vehicle for the current day only, the current weekday forward, or for all applicable days (for standing orders); unschedule one or more trips to a vehicle for the current day only, the current weekday forward, or for all applicable days (for standing orders); move one or more trips to a different vehicle; commit the schedule for one or more vehicles for this weekday forward; cancel a trip for the current day only; delete a trip for the current day only or for all applicable days forward (for standing orders); navigate directly to the RouteMatch TSTM Trips management function; or display customer and trip details including name, telephone, funding source, mobility type, service, pickup and dropoff addresses, requested time, early time, late time, attendants, guests, and load and unload times.

- **Manage Unscheduled Runs** - authorized users are allowed to add a new run to a service; search for a trip or run by name; manually schedule one or more unscheduled trips to a run for the current day only or for this weekday forward; unschedule one or more scheduled trips from a run for the current day only or for this weekday forward; display all trips scheduled to a run; shift run and all trip times backward or forward a specified number of minutes; delete a run for the current day only or for this weekday forward; display run properties; or display unscheduled customer and trip details including name, telephone, funding source, mobility type, service, pickup and dropoff addresses, requested time, early time, late time, attendants, guests, and load and unload times.

- **Manage Unscheduled Trips** – authorized users are allowed to manually schedule one or more trips to a run; manually schedule one or more trips to a vehicle; search for a trip or vehicle by name; cancel a trip for the current day only; delete a trip for the current day only; delete a trip for all applicable days (of a standing order); display trip request and customer including name, telephone, funding source, mobility type, service, pickup and dropoff addresses, requested time, early time, late time, attendants, guests, and load and unload times.; or navigate directly to the Trips management function.
• **Manage Geographic Data** – authorized users are allowed to view a graphical map of the provider’s service region; zoom in on specific areas for greater resolution of map details; zoom out of specific areas; manually move the map image in any direction as desired; view detailed properties of any image element of the map; request that the map be displayed in “full extents” default mode;

• **Optimize Schedules** – RouteMatch TSTM provides authorized users with the following functions related to automatically optimizing vehicle’s schedules for a given day:

  o **Run RouteMatch Scheduling EngineTM** – authorized users are allowed to automatically generate schedules for one or more services, one or more vehicles, and/or one or more runs. Options available for optimization include the ability to optimize currently scheduled trip times; remove current schedule and re-optimize; insert unscheduled trips where possible. Advanced user options include the ability to request any combination of the following: keep scheduled trips on same vehicles; keep scheduled trips at same time; attempt to insert unscheduled trips; allow trips on any service; only schedule trips on runs; and schedule trips around runs.

  o **Show Recommendations** – authorized users are allowed, for a selected unscheduled trip, to request a list of available vehicles for that trip, sorted by impact; search the resulting list for a vehicle by name; display trip scheduling properties, including customer name, trip type, pickup address, dropoff address, requested time, load/unload times, mobility type, attendants, service, and funding source; and schedule the trip onto a recommended vehicle for the current day only, for the current weekday only, or for all applicable days (for a standing order)

  o **Show Vehicle Capacity** – authorized users are allowed, for a selected vehicle, to request whether sufficient capacity exists for trips scheduled to it

  c **View Summary Statistics** – authorized users are allowed to view and print statistics from the most recent schedule optimization, including available vehicles, used vehicles, available trips, scheduled trips, unscheduled trips, service hours, total hours, service miles, total miles, batch efficiency, warnings, errors, and batch run time in seconds. Also, statistics for each vehicle include the run ID, service description, vehicle ID, first pickup time, last dropoff time, break minutes, vehicle service hours, vehicle total hours, vehicle service miles, vehicle total miles, vehicle trips, and vehicle efficiency.

  c **View Unscheduled Trip Statistics** – authorized users are allowed to view and print, from the most recent schedule optimization or Show Recommendations request, descriptive explanations of any trips that could not be scheduled, and descriptive explanations of any errors or warning messages.

In addition to these sub-functions, the RouteMatch TSTM Scheduling function allows authorized users to refresh the display in case of data modifications; create a new run; create a new Break on a vehicle; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TSTM Scheduling function; request that the geographic map be displayed along with the scheduled trips, unscheduled trips, and unscheduled runs data; request to show or hide scheduled trips; request to show or hide unscheduled trips; request to showed unscheduled runs; request to display Route lines for vehicles or runs on the geographic map; request to refresh the scheduled route based on modifications; request to auto-zoom the geographic map display; print the contents of the geographic map displayed; for a specified vehicle, print unscheduled trip data sorted by stop time, including the date, vehicle ID, and
agency name in the header, and for each trip, the stop time, customer name, address, telephone, and mobility type; for a specified service, print all unscheduled trips sorted by stop time, including the date, service, and agency name, and for each unscheduled trip, include the stop type, stop time, customer name, address, telephone, and mobility type; and print all Will Call trips sorted by stop time, including the date and agency name, and for each Will Call trip, include the stop time, customer name, address, telephone, and mobility type.

**Verification** - RouteMatch TST™ Trip verification function allows authorized users to enter all information to validate trips made by customers by date and vehicle or run. For each vehicle/run specified, authorized users are allowed to enter run start time and odometer, first pickup and odometer, last dropoff and odometer, run end time, driver, and run charge amount. Additional functions are available, including request to display trip information in stop time or pickup time order; search for trips by customer name; change column order of trip verification fields; save run data with or without validation; calculate trip costs by run or by date range; reassign one or more trips from one vehicle to another; view, add, modify, or delete breaks on the vehicle, specifying the start time, end time, start odometer and end odometer; add all necessary data for a new trip, including the following required information: customer name, pickup and dropoff addresses, funding source, attendants, guests, and mobility type, and the following optional information: trip purpose, trip type, billing category, fare type, customer comments, driver comments, pickup and dropoff time, start and end odometer, Farebox collected, additional charge, and indications for late, no show, verbal abuse, physical abuse, service refusal, and service animal; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TST™ Scheduling function; print all runs by date, including the vehicle’s name, run name(s), start date and time, end date and time, and whether the run has been verified.

**Funding Sources** - The RouteMatch TST™ Funding Source function allows authorized users to view, add, modify, and delete funding sources. Each funding source record consists of the following data elements: name; internal agency ID; indications for billing no-shows, attendants, and/or guests; default costs for flat fee and customer pay amounts; per vehicle mile charges for individual, shared revenue, or shared service; per vehicle hour charges for individual, shared revenue, or shared service; primary contact information, consisting of first/last name, phone number and extension, and fax number; and customer address. Authorized users are also allowed to view all funding sources in a common list, and specify the column order of that list; display specified funding source properties; merge all trips from one funding source to another; refresh the funding source function display in case of modifications to data; search for a funding source by name; and print all properties for a specified funding source.

**Addresses** - The RouteMatch TST™ Addresses function allows authorized users to manage the addresses used throughout the system, including the ability to search for addresses by common name; address 1 field, address 2 field, city, state, and/or zip; clear any existing search criteria; view a list of all addresses matching the search criteria; add a new address; geocode (assign x/y coordinates) an existing address by locating it by some combination of type, common name, address 1 field, address 2 field, city, state, and/or zip; geocode an existing address by specifying the intersection of two streets; delete an address; and geocode an existing address by pinpointing its location on a geographic map.

**Services** - The RouteMatch TST™ Services function allows authorized users to view, add, modify, or delete services. Each service consists of the following data elements: name; indication of whether the service is currently active; maximum trip length in minutes; and trip length factor. Authorized users are also allowed to view a list of all services; display all scheduling activity for a specified service and date; navigate directly to the RouteMatch TST™ Scheduling function for a specified trip; merge all vehicle and trip data from one service to another; refresh the services function display in case of modifications to data; and search for a service by name.
**Reports** - RouteMatch TSM™ allows authorized users to view, print, export, email as a MS-Word document, or export to any client application the data included in any of RouteMatch TSM™'s standard reports:

- **Driver Directions** – user selection criteria include a specified date and one or more vehicles; report header data includes the vehicle ID, date, and agency name; data included in the report detail includes, for each on a route, the stop number, textual driver turning directions, and mileage to the next turn.

- **Driver Manifest** - user selection criteria include a specified date and one or more vehicles and/or one or more runs, whether to include the Requested Time, funding source, and/or Fare Type, and whether to sort by Pickup time or Stop time; report header data includes the vehicle ID, run name, driver, data, and data entry space for run start time and odometer, first pickup time and odometer, and last dropoff time and odometer, run end time and odometer, break 1 start time and odometer, break 1 end time and odometer, break 2 start time and odometer, and break 2 end time and odometer; report detail data includes the garage pullout time and address, and for each stop on the run, the customer name, trip ID, request time (if requested), pickup time and address, dropoff time and address, fare types (if requested), attendants, guests, mobility type, service need, funding source (if requested), and data entry space for pickup time, dropoff time, pickup odometer, dropoff odometer, cancellation, and no show.

- **Detailed Invoice** - user selection criteria include a specified date range, one or more services, optional agency address information including street address, city, state, zip, and comments; report header data includes the date range, service name, address information, and comments (if specified), and summary information for this date range and service, including data entry space for the invoice number, the number of trips, no shows, attendants, guests, total trip cost, run charges, total paid, and total amount due; report detail includes, for each customer, trip-related data including the customer name, trip date, pickup address, dropoff address, the number of no shows, attendants, guests, and customer cost summary information, including the cost, amount paid and balance.

- **Summary Invoice** - user selection criteria include a specified date range, one or more services, optional agency address information including street address, city, state, zip, and comments; report header data includes the date range, service name, agency name, and address information, and comments (if specified); report detail includes summary information for this date range and service, including data entry space for the invoice number, the number of trips, attendants, guests, total trip cost, run charges, total paid, and total amount due.

- **Operating Statistics** - user selection criteria include a specified date range; report header data includes the date range and agency name; report detail data includes statistics for the current month to date and the entire date range specified, including operating days, one way trips, attendants, guests, no shows, total passengers, cancelled trips, new customers, revenue, service hours, revenue hours, non-revenue hours, service miles, revenue miles, non-revenue miles, passengers per service hour, service miles per service hour, and passengers per service mile.

- **Trips by funding source** - user selection criteria include a specified date range, and one or more services; report header data includes the date range and agency name; report detail data includes, for each funding source specified, the funding source name, number of trips, attendants, guests, no shows, cancelled, ambulatory, wheelchair, revenue, percentage of revenue, percentage of trips, as well as totals across all funding sources for all these values.

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**Exhibit B – 1: Product Description**

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- **Vehicle Productivity** – user selection criteria include a specified date range, and one or more vehicles; report header data includes the date range and agency name; report detail data includes, for each vehicle specified, statistical information about each date within the date range specified for which trips were verified, including the date, revenue miles, non-revenue miles, service miles, revenue hours, non-revenue hours, service hours, wheelchairs, attendants, guests, no shows, client one-way trips, and total passengers.

- **Run Productivity** – user selection criteria include a specified date range, one or more runs, and whether to include run details; report header data includes the date range and agency name; report detail data includes, for each run specified, statistical information about each date within the date range specified for which trips were verified, including the date, revenue miles, non-revenue miles, service miles, revenue hours, non-revenue hours, service hours, wheelchairs, attendants, guests, no shows, total one-way trips, run charge, revenue, total passengers, sub-totals by date for all values, and if requested, details for each trip for each date specified, including customer name, pickup address, and dropoff address.

- **No Shows/Cancellations** - user selection criteria include a specified date range, and one or more services; report header data includes the date range and agency name; report detail data includes, for each service specified, the service name, phone number and extension, and information about each customer who has cancelled or no showed on a trip, including the customer name and phone number, date, stop time, whether the trip was pickup or dropoff, pickup address, dropoff address, whether the trip was a cancellation or no show, and total count of cancellations and no shows.

- **Scheduled Trips Summary** – user selection criteria includes a date, one or more vehicles, and/or one or more runs; report detail data includes the run name, vehicle ID, date, and agency name; report detail data is sorted by pickup time and includes information about each trip on that run, including the customer name, pickup time, pickup address, dropoff time, dropoff address, mobility type, customer pay amount and telephone number.

**Settings** - The RouteMatch TST™ Settings function allows you to establish operating parameters for the system. These parameters are categorized as follows:

- **System** – authorized users are allowed to:
  - Display the Agency Name that appears on reports and all function title bars
  - Display the database version number (corresponds to application version shown in Help/About dialog box)
  - Display and set True/False indication of whether to automatically open the last active function on startup
  - Manage User and Group security settings, including the ability to:
    - View list of Users and Groups
    - Display, add, modify, and delete Users and Groups
    - Set permissions for user group to access specific application functions, including: Address Function Visible; Cancel Trip; Commit Schedule; Customer Function Visible; Delete agency; Delete Break; Delete funding source; Delete run; Delete
services; Delete Trip; Delete User; Delete User Group; Driver Function Visible; Edit agency; Edit Break; Edit GIS Data; Edit Garage Stops; Edit run; Edit User; Edit User Group; funding sources Function Visible; New Agency; New Break; New run; New User; New User Group; Open Address Function; Open Customers Function; Open Drivers Function; Open Funding Sources Function; Open Scheduling Function; Open services Function; Open Settings Function; Open Users/Groups; Open Vehicles Function; Open Verification Function; Print Cancellations and No Shows; Print Customer Information; Print Detailed Invoice; Print Driver Directions; Print Driver Information; Print Driver Manifest; Print funding source Information; Print Map; Print Operating Statistics; Print run Productivity; Print runs By Date; Print Unscheduled Trips; Print Vehicle Information; Print Vehicle Productivity; Print Will Calls; Scheduling Function Visible; services Function Visible; Trips Function Visible; and Vehicles Function Visible

- Assign User to Group(s)
- Display, modify, and verify User Password
- Specify whether User is currently active

**File Locations** – authorized users are allowed to display and modify file locations for “dayfolders_path”; “georules_path”; “reports_path”; and “shapefile_path”

**Customer Options** – authorized users are allowed to display, modify, and search for values in lists that populate other RouteMatch TSTM fields, including: Address Types; Disability Types; Language Preferences; Medical Problems; Medical Types; Races; Relationships; and Service Needs

**Vehicle Options** – authorized users are allowed to:

- Display and modify values for default garage stops, including garage pull-out time, garage pull-out time, pull-out address, and pull-in address
- Display, modify, and search for values in Vehicle Equipment Types and Vehicle Types lists

**Trip Options** – authorized users are allowed to:

- Display, modify, and search for values in Billing Category, Trip Purposes, and Trip Types lists
- Display and modify values for Default Dropoff Time Function (minutes after); Default Dropoff Time Function (minutes before); Default Load Time; Default Pickup Time Function (minutes after); Default Pickup Time Function (minutes before); and Default Unload Time

**Scheduling Options** – authorized users are allowed to:
- Display and set True/False indications for Automatically Collapse Scheduling Function Items; service Hours include Breaks; service Hours include Deadhead; and Onboard Factor For Trips Over Time Limit

- Display and modify values for Automatically Collapsing Scheduling Window items; Average Speed; Default Early Tolerance; Default Late Tolerance; Driver Cost; Load Time Factor for Multiple Trips; Maximum Onboard Limit; Minimum Onboard Limit; Minimum Trip Time; Onboard Factor; Passenger Cost; Pullout Cost; Runs Empty at Beginning; Runs Empty at End; Rush Hour AM Begin; Rush Hour AM End; Rush Hour AM Speed; Rush Hour PM Begin; Rush Hour PM End; Rush Hour PM Speed; and Time Factor

- **GIS Data Set Options and Geocoding** – authorized users are allowed to display values for Center_latitude; Distance Factor; Distance Weight; Edge ID Adjustment; Inmatch_rules; Instandardizing_rules; Leftfrom_field; Leftto_field; Leftzone_field; Match_rules; ODMatrix Mode; Prefixdir_field; Prefixstreettype_field; Rightfrom_field; Rightto_field; Rightzone_field; Route_prefix; Standardizing_rules; Streetname_field; Streettype_field; Suffixdirection_field; and Time Weight

- **Verification Options** – authorized users are allowed to:
  - Display, modify, and search for values in Fare Types list; Display and set True/False indications for Run Mode and Sort by Pickup Time
  - Display, set display order, indicate whether visible, and/or indicate whether editable, the values in the Verification Fields list, including: Trip ID; Customer Name; Completed; Stop Time; Stop Odometer; Stop Address; Attendants; Guests; funding source; Customer Paid; Additional Charge; Trip Cost; Vehicle ID; No Show; Cancellation; Verbal Abuse; Physical Abuse; Service Refusal; Lateness; Trip Purpose; Fare Type; Customer Comments; and Driver Comments

**Online Help** – RouteMatch TSTM includes an Online Help system which contains the same content as the User’s Guide documentation. The Online Help system describes all major system functionalities; is organized by topic; allows direct navigation to information about related topics; is indexed; and provides the ability to search for topics by keyword.

**Miscellaneous** – RouteMatch TSTM includes other capabilities as follows:

- **Login** - authorized users are allow to login to the application by specifying a user name, password, and agency name; and log out of the agency

- **Launch customized reports** – authorized users are allowed to display, print, email as Word document, or export to any client application, custom reports created by Seagate Crystal Reports 8.0 or above. Custom reports must be stored in the folder specified in RouteMatch TSTM Settings in the “reports_path" setting, in a sub-folder named “customized”.

- **Trip counts** – counts of scheduled and unscheduled trips for the current day, or for the day specified in the RouteMatch TSTM Scheduling function, are displayed

- **Date / Time** – the current date and time are displayed

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Exhibit B - 1: Product Description

Page 9 of 14
Application information – information about the client application is available, including the copyright date, release number, build number, licensee name, and the physical memory available to windows, as well as the database version number.
**Exhibit B-2**

To Software License and services Agreement Between RouteMatch Software, Inc. and The City of Dekalb Illinois

**System Requirements**

The Software requires, and Licensee is solely responsible for providing, and will provide, the following minimum components, facilities and computer configuration standards for use with the Software:

**(a) MINIMUM SYSTEM REQUIREMENTS – CLIENT WORKSTATION**

**Operating System (choose one of the following):**

- Windows NT 4.0 (with Service Pack 1, 2, 3, 4, 5 or 6)
- Windows 2000 (with Service Pack 1 or 2)
- Windows XP Professional (Service Pack 1a)

<table>
<thead>
<tr>
<th>Computer Type:</th>
<th>PC/IBM compatible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor Type:</td>
<td>600 MHz or higher Pentium-class processor</td>
</tr>
<tr>
<td>RAM:</td>
<td>256 MB or higher</td>
</tr>
<tr>
<td>Disk Space:</td>
<td>1 GB or more of available disk space</td>
</tr>
<tr>
<td>Video Card:</td>
<td>8 MB accelerated video card capable of displaying High Color (16 bit) at 1024 x 768 resolution or better</td>
</tr>
<tr>
<td>Network Card:</td>
<td>100 MB</td>
</tr>
</tbody>
</table>

**(b) MINIMUM SYSTEM REQUIREMENTS – SERVER**

**Operating System (choose one of the following):**

- Windows NT Server 4.0 (with Service Pack 6a or higher)
- Windows 2000 Server (with Service Pack 1 or higher)
- Windows 2003 Server

<table>
<thead>
<tr>
<th>Computer Type:</th>
<th>PC/IBM compatible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor Type:</td>
<td>600 MHz or higher Pentium-class processor</td>
</tr>
<tr>
<td>RAM:</td>
<td>512 MB or higher</td>
</tr>
<tr>
<td>Disk Space:</td>
<td>4 GB</td>
</tr>
<tr>
<td>Video Card:</td>
<td>8 MB accelerated video card capable of displaying High Color (16 bit) at 1024 x 768 resolution or better</td>
</tr>
<tr>
<td>Network Card:</td>
<td>100 MB</td>
</tr>
<tr>
<td>Modem:</td>
<td>56 Kb/s (including dedicated telephone line unless high speed Internet Access is available for remote support)</td>
</tr>
</tbody>
</table>

**(c) MINIMUM NETWORK REQUIREMENT**

- 100 MB Network;
- 100 MB Hub;
- Fully tested and reliable Network cabling;
- Correctly configures and tested TCP/IP set-up;
- No other protocols installed (NetBeui, etc.) unless explicitly needed;

**(d) ADDITIONAL APPLICATION SYSTEM REQUIREMENTS**

- Microsoft SQL Server 2000 and applicable Service Packs
- pcAnywhere (latest version) or VPN access

Exhibit B – 2: System Requirements

Page 11 of 14
WinZip (latest version)
Microsoft Internet Explorer version 6 (or newer) for Server and Client Workstations

OPTIONAL RECOMMENDATIONS
High-speed Internet access, preferably DSL if available; and, Internet access via an Internet Service Provider (i.e. Earthlink, etc.).

The Network must be configured properly by an onsite network technician to ensure reasonable responsiveness before RouteMatch conducts the Software installation at Licensee’s site. (If Licensee requires assistance with Network Services, please contact RouteMatch at 404-876-5160 or at our hotline number 1-888-840-8791, or send an email to sales@routematch.com.)
Exhibit B-3

To Software License and services Agreement Between RouteMatch Software, Inc. and The City of DeKalb Illinois

Schedule of Fees for Additional Licenses and Services.

In the event that RouteMatch provides additional licenses or services to Licensee at its request, Licensee agrees to pay RouteMatch for those licenses and services at the following rates or prices, subject to RouteMatch's right to increase, as provided below:

<table>
<thead>
<tr>
<th>Licenses</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Authorized/named users</td>
<td>$ 4,500 per user</td>
</tr>
<tr>
<td>Additional Vehicles</td>
<td>$ 750 per vehicle</td>
</tr>
<tr>
<td><strong>Professional Service</strong></td>
<td></td>
</tr>
<tr>
<td>Principal-In-Charge</td>
<td>$ 150.00 per hour</td>
</tr>
<tr>
<td>Senior Consultant – Professional Services</td>
<td>$ 110.00 per hour</td>
</tr>
<tr>
<td>Network Administrator – Professional Services</td>
<td>$ 110.00 per hour</td>
</tr>
<tr>
<td>Consultant – Professional Services</td>
<td>$ 110.00 per hour</td>
</tr>
<tr>
<td>Software Trainer</td>
<td>$ 110.00 per hour</td>
</tr>
<tr>
<td>Transportation Analyst</td>
<td>$ 110.00 per hour</td>
</tr>
<tr>
<td>Additional Training for up to 3 persons</td>
<td>$ 1,000 per day</td>
</tr>
<tr>
<td>Additional persons over 3</td>
<td>$200 per day</td>
</tr>
<tr>
<td>Additional Consulting</td>
<td>Time and Materials at RouteMatch's then current rates for such services.</td>
</tr>
<tr>
<td>Additional Data Conversion Fees:</td>
<td>$110 per hour</td>
</tr>
<tr>
<td>Additional Reports</td>
<td>Time and Materials at RouteMatch's then current rates for such services.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Rate</td>
</tr>
<tr>
<td>Service</td>
<td>Rate</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Technical Support by Telephone</td>
<td>$195 per call</td>
</tr>
<tr>
<td>ON-Line Training Classes</td>
<td>$200 per user per class</td>
</tr>
<tr>
<td>Web Training Participation</td>
<td>$110 per user per session</td>
</tr>
<tr>
<td>Annual User Conference Rate</td>
<td>Rate</td>
</tr>
<tr>
<td>General Participation</td>
<td>$600 per Attendee</td>
</tr>
</tbody>
</table>

RouteMatch reserves the right to modify each of these rates periodically at its discretion.

**Expenses.**

The Fees, rates and prices set forth in this Section do not include any actual, out of pocket expenses of RouteMatch or its independent contractors or representatives incurred in connection with the performance of the services described above. Licensee shall pay and/or reimburse RouteMatch for all such expenses, in addition to the fees set forth above. Licensee shall pay all fees for additional services and reimburse RouteMatch for all such expenses within ten (10) days from the date of the invoice for such fees and expenses. Unless otherwise provided in an Addendum to this Agreement or a Statement of Work, RouteMatch may invoice Licensee weekly for such services and expenses, and upon completion of reports, as applicable.

**Estimates.**

RouteMatch shall provide written estimates to Licensee for additional work, if requested.
AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of May 14, 2008 (the “Effective Date”), by and between ROUTEMATCH SOFTWARE, INC., a Georgia corporation (“RouteMatch”) and THE CITY OF DEKALB ILLINOIS. (“Licensee”), an Illinois Municipal Corporation (hereinafter each may be referred to as a “Party” or collectively as the “Parties”).

WHEREAS, the Parties entered into a Software License and Services Agreement dated December 11, 2007 (the “Original Agreement”); and

WHEREAS, pursuant to the Original Agreement, the parties wish to amend the Original Agreement to include certain terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Amendments to the Original Agreement

The parties hereby agree to amend the Original Agreement to include the following terms and conditions:

I. Buy America
   1. Any goods to be purchased with this contract must meet all applicable laws, rules and regulations related to Buy America requirements.

II. Suspension and Debarment
   1. As required by USDOT regulations on Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:
      a. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
         i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage transactions by any Federal department or agency;
         ii. Have not within a three-year period preceding this certification been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
         iii. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed in paragraph (1)(b) of this certification; and
iv. Have not within a three-year period preceding this certification had one or more public transactions (Federal, state or local) terminated for cause or default.

b. The Contractor also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (i) through (iv) above, it will promptly provide that information to FTA.

c. If the Contractor is unable to certify to the statements within paragraphs a and b above, it shall indicate so on its Signature Page and provide a written explanation to FTA.

III. Disadvantaged Business Enterprise

1. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements will be considered a material breach of the contract award pursuant to this solicitation, which may result in the termination of the contract or such other remedy as the City, deems appropriate.

2. In accordance with 49 CFR 26.13 (a), the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor assures that it shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements approved by U.S. DOT, is incorporated by reference and part of the grant agreement between the City and IDOT. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the grant agreement. Upon notification by IDOT and/or FTA to the Contractor of its failure to implement its approved DBE program, the IDOT and U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq.

IV. Drug Free Workplace

1. As required by U.S. DOT regulations on Drug-Free Workplace Requirements (Grants) at 49 CFR 29, Subpart F, as modified by 41 U.S.C. 702, the Contractor certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform its employees about:

   i. The dangers of drug abuse in the workplace;
   ii. The Contractor's policy of maintaining a drug-free workplace;

Amendment to the Software License and Services Agreement
Page 2 of 9
iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each of its employees be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph a;

d. Notifying each of its employees in the statement required by paragraph (a) that, as a condition of employment financed with Federal assistance provided by the grant or cooperative agreement, the employee will:
   i. Abide by the terms of the statement, and
   ii. Notify the employer (Contractor) in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying IDOT and FTA in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph d ii, with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f. The Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted and make that list readily accessible to IDOT and FTA.

V. Drug and Alcohol Testing

1. Consistent with the requirements of 49 CFR Part 655.3, the Contract shall establish an anti-drug and alcohol misuse program that shall include the following:

   a. A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in 49 CFR part 655.15. Each
employer shall disseminate the policy consistent with the provisions of 49 CFR Part 655.16.

b. An education and training program which meets the requirements of 49 CFR Part 655.14.

c. A testing program, as described in Subparts C and D of this 49 CFR Part 655, which meets the requirements of this part and 49 CFR Part 40.

d. Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

VI. Environmental Resource, Conservation and Energy

1. The Contractor will comply with environmental standards that may be prescribed to implement the following Federal laws and executive orders, when they are applicable to the project contracted for:


   b. Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606;

   c. Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321;

   d. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 4321;

   e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act 1972, as amended, 16 U.S.C. 1451 et seq.;

   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 et seq.;

   g. Protection of underground source of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h et seq.;


   i. Environmental protections for Federal transit programs, including, but not limited to protections for a park, recreation area, or wildlife or waterfowl refuge of national, state or local significance or land from a historic site of national, state or local significance used in a transit project as required by 49 U.S.C. 303;


   k. The Contractor will assist the City and FTA in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f, Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note, and the
Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 et seq.;

I. Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

VII. Equal Employment Opportunity

1. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:
   a. General Requirements. The Contractor agrees as follows:
      i. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to comply with any implementing requirements FTA may issue.
      ii. If the Contractor is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Contract. Failure by the Contractor to carry out the terms of that EEO program shall be treated as a violation of the Contract. Upon notification to the Contractor of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance its agreement with IDOT, or other measures that may affect the Contractor's eligibility to obtain future Federal financial assistance for transportation projects.
      iii. Equal Employment Opportunity Requirements for Construction Activities. With respect to construction, the Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier, with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246,

VIII. Nondiscrimination

1. Title VI
   a. 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 opportunities) and Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," at 49 CFR 21 at 21.7, the Contractor assures that it will comply with all requirements pursuant to 49 CFR part 21; FTA Circular 4702.1 "Title VI Program Guidelines for Federal Transit Administration Recipients"; and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of mass transportation services and mass transportation-related benefits) for which the City receives Federal financial assistance from the U.S. DOT or FTA as follows:
      i. The Contractor assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in compliance with all requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
      ii. The Contractor assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21.
      iii. The Contractor assures that 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 the City, IDOT, USDOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these requirements.
      iv. The Contractor assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
      v. As required by 49 CFR 21.7 (a), the Contractor will include clauses in each third party contract or subagreement to impose the
requirements of 49. U.S.C. 5332 and 49 CFR Part 21, and include appropriate provisions imposing those requirements in deeds and instruments recording the transfer of real property, structures, and improvements.

b. Other Applicable Nondiscrimination Clauses
   i. The Contractor agrees that it will also comply with the provisions of other applicable nondiscrimination terms, as follows:
      • Title IX of the Education Amendments of 1972, as amended 20 U.S.C. 1681, 1683, and 1685 through 1687, which prohibits discrimination on the basis of sex;
      • Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps;
      • The Age Discrimination Act of 1975, as amended, 42 U.S. 6101 through 6107, which prohibits discrimination on the basis of age;
      • The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, relating to nondiscrimination on the basis of drug abuse;
      • The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L.91-616, December 31, 1970, and amendments thereto, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
      • The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
      • Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental or financing of housing;
      • Any other nondiscrimination provisions in the specific statues under which Federal assistance for the project may be provided including, but not limited to Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
      • The requirements of any other nondiscrimination statute(s) that may apply to this project.

IX. Nondiscrimination on the Basis of Disability
1. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27 implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Contractor assures that, as a condition to the approval or extension of any Federal financial assistance from 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 financial assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued by other Federal departments or agencies.

X. Restrictions on Lobbying

1. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR Part 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each contract, financed with Federal assistance exceeding $100,000:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal assistance or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Contractor assures that it will complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the form's instructions, which may be amended to omit such information as permitted by 31, U.S.C. 1352.

2. The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor 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.
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ROUTEMATCH:

ROUTEMATCH SOFTWARE, INC.

By: [Signature]

Name: Joseph P. Harris

Title: Vice President

ATTEST:

By: [Signature]

Date: 05/21/08

LICENSEE:

THE CITY OF DEKALB, ILLINOIS

By: [Signature]

Name: Frank Van Buer

Title: Mayor

ATTEST:

By: Donna S. Johnson
City Clerk

Date: May 14, 2008
RESOLUTION 07-102  Passed: December 10, 2007

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO EXECUTE A LEASE AGREEMENT WITH VOLUNTARY ACTION CENTER FOR COMPUTER SOFTWARE AND HARDWARE TO BE USED IN THE PROVISION OF COMMUNITY TRANSPORTATION.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute a Lease Agreement with Voluntary Action Center, to lease computer software and hardware for its use in providing community transportation, per the terms of the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.


ATTEST:

[Signatures]

DONNA S. JOHNSON, City Clerk

FRANK VAN BUER, Mayor
LEASE AGREEMENT

This agreement made and entered into in duplicate original this ___ day of _____, 200___, by and between the City of DeKalb, an Illinois Municipal Corporation (hereafter the "City") and the Voluntary Action Center, an Illinois Not-For-Profit Corporation (hereafter "VAC"); WITNESSETH:

WHEREAS, the City has applied for and received a Federal Transit Administration 5307 Grant IL-90-X561-00 for the purchase of one workstation to act as a network server to link several computer workstations for the use of operating paratransit trip scheduling software for the purchase of workstations for the use of operating paratransit trip scheduling software; and,

WHEREAS, the City has applied and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, Community Development Block Grant, and has used a portion of these funds to provide the local match to purchase the aforementioned network server and computer workstations; and,

WHEREAS, the City has applied for and received a Federal Transit Administration 5307 Grant IL-90-X530-00 for the purchase of paratransit trip scheduling software from RouteMatch Software, Inc. for the use of paratransit trip scheduling as described in Exhibit "B"; and,

WHEREAS, the City has purchased aforementioned network server computer workstations and paratransit trip scheduling software as described in Exhibit "A"; and,

WHEREAS, the City desires to lease said network server computer workstations and paratransit trip scheduling software described in Exhibits "A" and "B" to VAC for its use in providing community paratransit transportation services; now,

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. The City shall lease to VAC, for its primary use, the following:
   a. the network server described in Exhibit "A" and attached hereto and made a part hereof this agreement; and
   b. the computer workstations described in Exhibit "A" and attached hereto and made a part hereof this agreement; and
   c. the RouteMatch Software described in the signed Software License and Service Agreement between RouteMatch Software, Inc. and City of DeKalb, Illinois and attached hereto and made a part hereof this agreement as Exhibit "B".
2. VAC agrees to use the network server to link several computer workstations purchased by the City of DeKalb to operate paratransit trip planning software described in Exhibit "B", also purchased by the City of DeKalb.

3. VAC agrees that aforementioned network server will be dedicated to the sole use of linking computer workstations which provide transportation services to the DSATS region, ___% of whom are residents of the City of DeKalb and qualify as Limited Client who are presumed as low/moderate-income, and other activities VAC performs as part of its provision of transportation to low/moderate-income persons.

4. VAC agrees to use the aforementioned workstations described in Exhibit "A" to operate paratransit trip planning software described in Exhibit "B".

5. VAC agrees that aforementioned workstations described in Exhibit "A" will be dedicated to the primary use of providing transportation services to those living and working in the DSATS region, ___% of whom are residents of the City of DeKalb and qualify as Limited Client who are presumed as low/moderate-income, and any other activities VAC performs as part of its provision of transportation to low/moderate-income persons.

6. VAC agrees to set aside one (1) workstation for use by the DeKalb Sycamore Area Transportation Study (DSATS) staff for use in gathering data required by Federal and State officials to maintain Grant reporting functions as needed for MPO planning functions and CDBG program monitoring.

7. VAC agrees to adhere to all stipulations and regulations set forth in the Software License and Service Agreement with RouteMatch Software, Inc.

8. VAC agrees to set aside one License for use by the DeKalb Sycamore Area Transportation Study (DSATS) staff for use in gathering data required by Federal and State officials to maintain Grant reporting functions as needed for MPO planning functions and CDBG program monitoring.

9. VAC agrees to indemnify, defend, and save harmless the City, its employees, officials, and agents from and against any and all claims either at law or equity arising out or resulting from use of aforementioned network server and/or workstations described in Exhibit "A", including the payment of any judgment, court costs, or reasonable attorney’s fees.

10. VAC agrees to indemnify, defend, and save harmless the City, its employees, officials, and agents from and against any and all claims either at law or equity arising out or resulting from use of said software described in the Software License and Service Agreement (Exhibit "B"), including the payment of any judgment, court costs, or reasonable attorney’s fees.
11. VAC agrees to properly maintain and update said software as needed to continue to receive service from RouteMatch Software, Inc. as described in the Software License and Service Agreement.

12. VAC agrees to adhere to all stipulations and regulations set forth in the network server and workstation agreements and warranties signed with the vendor.

13. VAC agrees to purchase and maintain insurance for the term of the lease period and any extensions thereto for the maintenance and/or replacement of all computer hardware and software leased to it under this Agreement. VAC further agrees that it shall be responsible for any costs or expenses of any needed maintenance or replacement should insurance not be purchased.

14. The City agrees to lease the network server and computer workstations described in Exhibit “A” and the software described in the Software License and Service Agreement (Exhibit “B”) for the annual fee of One Dollar ($1.00). The fee will be waived unless otherwise stipulated by the City.

15. VAC agrees to notify the City in writing at least ninety (90) days prior to such time as it desires to discontinue use or replace aforementioned network server, computer workstations and/or software licenses.

16. This Lease Agreement shall remain in effect until July 1, 2011, or, if before that date either party hereto gives ninety (90) days advance written notice to the other party of its intent to terminate this lease.

WHEREFORE, the parties do hereby place their hands and affix corporate seals to this Agreement on the date and year first above written.

CITY OF DEKALB

VOLUNTARY ACTION COUNCIL

____________________________
Frank Van Buer, Mayor

ATTEST:

____________________________
Donna S. Johnson, City Clerk

ATTEST:

L:\CommunityDevelopment\Voluntary Action Council\DSATS Agreement re Paratransit Software System\Joint Lease Agreement - 10-31-07.doc

CDBG119-07 VAC Agreement
RESOLUTION 2016-110  PASSED: SEPTEMBER 26, 2016

AUTHORIZING A TRANSIT LEASE AGREEMENT WITH
THE VOLUNTARY ACTION CENTER OF DEKALB
COUNTY FOR LEASING CITY OWNED TRANSIT
VEHICLES AND EQUIPMENT TO PROVIDE TRANSIT
SERVICES FOR THE DEKALB URBANIZED AREA FOR
AN INITIAL PERIOD FROM OCTOBER 1, 2016 THROUGH
SEPTEMBER 30, 2017.

WHEREAS, the provision of public transit services is essential to the transportation of
persons in the DeKalb urbanized area; and the Urbanized Area Formula Grant
Program (Title 49 U.S.C. Section 5307) makes funds available to the City of DeKalb
for the purchase of vehicles and equipment to support the provision of public
transportation; and,

WHEREAS, the City provides these purchased vehicles and equipment to the
contracted Transit Services Provider; and,

WHEREAS, the Voluntary Action Center of DeKalb County (VAC) has entered into an
agreement with the City of DeKalb to provide public transit services for the DeKalb
urbanized area (UZA); now,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute
an agreement substantially in the form attached hereto as Exhibit A, subject to such
changes as shall be acceptable to the Mayor with the recommendation of staff, with
VAC the term of which shall be coterminal with the Transit Services Provider
Agreement with VAC with any extension, modification, or termination of said TSPA
similarly extending, modifying, or terminating this agreement.

Section 2: That the City staff person designated as DeKalb Sycamore Area
Transportation Study Director and the designated Executive Director of VAC shall
be jointly authorized to approve any modification to the Lease Agreement Master List.

Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed
to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular
meeting thereof held on the 26th day of September, 2016, and approved by me as Mayor
on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt,
Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
TRANSIT VEHICLES AND EQUIPMENT LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of October 2016, by and between, the City of DeKalb, hereinafter referred to as, LESSEE, and the Voluntary Action Center of DeKalb County, hereinafter referred to as the TRANSIT PROVIDER.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. TRANSIT VEHICLES AND EQUIPMENT LEASE AGREEMENT. LESSEE hereby provides to the TRANSIT PROVIDER Vehicles and Equipment for use in TRANSIT PROVIDER's public transit systems to provide transportation services to the general public, visitors, and people with special needs, such as the elderly and disabled, as outlined in the Transit Services Provider Agreement ("TSPA").

2. VEHICLE AND EQUIPMENT LISTING: A Master List of all vehicles and equipment leased by the LESSEE to the TRANSIT PROVIDER shall be maintained under the following provisions:

   a. Any vehicles or equipment purchased for the use of the TRANSIT PROVIDER to provide public transit during the period of the TSPA shall be added to the Master List.

   b. Any vehicles or equipment removed from service due to mechanical failure or removal due to expiration of its useful life shall be identified as removed from active service in the Master List.

   c. All additions and removals from the Master List shall be automatically included into the Transit Vehicles and Equipment Lease Agreement identified herein.

3. TERM. This lease shall correspond to the TSPA.

   a. EFFECTIVE DATE: The LESSEE hereby grants to TRANSIT PROVIDER the right to operate all leased transit vehicles and equipment on behalf of the LESSEE. The term of this Agreement shall be coterminous with the TSPA; any extension, modification or termination of said TSPA shall similarly extend, modify, or terminate this lease.

4. RENT. The TRANSIT PROVIDER agrees to pay one Dollar Amount ($1.00) per year overall, the said rental amount being due upon effective date of this Lease Agreement. Fee may be waived at the discretion of the City Manager. Rent is payable at the office of Finance located at 200 S Fourth Street, DeKalb, IL 60115. The Parties agree and acknowledge that the primary consideration for this lease is the TRANSIT PROVIDER's performance of services under the TSPA.

5. FEDERAL STATUTES. All vehicles and equipment purchased with Federal Transit Administration (FTA) funds shall be subject to all FTA rules and regulations. The LESSEE and TRANSIT PROVIDER shall agree to comply with all real property regulations identified in FTA Circular 5010.1D Chapter IV Project Management or its current iteration.

6. MAINTENANCE AND REPAIRS. The TRANSIT PROVIDER shall pay for and furnish all maintenance and repairs to keep vehicles and equipment in good working order and condition and shall repair all damage that occurs to such vehicles while subject to this
lease. At the expiration or termination of this Lease, the vehicles and all safety equipment in the vehicles will be returned to the LESSEE in good condition, reasonable wear and tear excepted.

a. Any new transit vehicle leased to the TRANSIT PROVIDER may be equipped with; first-aid kit, fire extinguisher, visual warning devices, bio-hazard kit, spare tire and wheel and may also be equipped with; wheelchair securements, occupant restraints, two-way radio equipment. It is the responsibility of the TRANSIT PROVIDER to replace these items as necessary throughout the period of the Lease Agreement, and to provide any other equipment that shall be necessary, required or appropriate for use of the leased vehicles in a safe fashion and in compliance with applicable laws, rules and regulations. Upon termination of the TSPA all of the said items will be in proper working condition and shall be transferred to the LESSEE.

7. REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES. The TRANSIT PROVIDER shall pay all expenses incurred in the use and operation of the Vehicles, including but not limited to, insurance, license, registration, and title fees, gasoline, oil, anti-freeze, repairs, maintenance, tires, storage, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from TRANSIT PROVIDER'S use and operation of the Vehicles. The TRANSIT PROVIDER will reimburse and hold the LESSEE harmless for any and all amounts the LESSEE may pay in satisfaction, release, or discharge thereof. The TRANSIT PROVIDER shall permit the LESSEE and/or its designees, the Illinois Department of Transportation (IDOT), or the Federal Transit Administration (FTA) to inspect the Vehicles at reasonable times, places, and intervals. Each vehicle listed in the Master List, shall bear Illinois Municipal vehicle license plates.

8. USE AND OPERATION. The TRANSIT PROVIDER acknowledges receipt of Vehicles and Equipment, and that the same is in condition satisfactory to TRANSIT PROVIDER'S purposes. Vehicles shall not be altered, marked, or additional equipment installed without the prior written consent of the LESSEE in which case the TRANSIT PROVIDER will bear the expense thereof as well as the restoration expenses. The TRANSIT PROVIDER shall keep Vehicles free of all taxes, liens, and encumbrances and any sum of money that may be paid by the LESSEE in release or discharge thereof, including legal costs, shall be paid on demand by the LESSEE. The TRANSIT PROVIDER shall not use or permit the use of Vehicles in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. The TRANSIT PROVIDER, by acceptance of this Lease Agreement, agrees to abide by the terms hereof and to indemnify the LESSEE for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.

9. REMOVAL FROM SERVICE. Any vehicle or piece of equipment which is deemed beyond its useful life by agreement of the Parties may be retired from service and returned to the LESSEE for reuse or disposal. The Useful Life for transit vehicles and equipment shall use the definition defined in FTA Circular 5010.1D, Chapter IV, Section f. Useful Life of Project Property. The LESSEE and TRANSIT PROVIDER shall dispose of all FTA funded property according to the regulations in FTA Circular 5010.1D, Chapter IV, Section J Real Estate Disposition. All vehicles and equipment removed from service shall be identified as removed in the Master List.

10. INDEMNIFICATION AND INSURANCE. The TRANSIT PROVIDER agrees and will protect, indemnify and hold harmless the LESSEE and its assignees and agents from
and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of the Vehicles including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Lease Agreement Vehicles, or due directly or indirectly to this Lease, or the condition, maintenance, use or operation of the Vehicles by the TRANSIT PROVIDER or any person claiming through or under the TRANSIT PROVIDER.

a. The TRANSIT PROVIDER agrees that it will at all times provide general liability and vehicle insurance policies which provide coverage for all LESSEE owned vehicles and equipment. The insurance coverage levels are identified in the TSPA. All vehicles shall be insured at full present-day new vehicle replacement value.

b. The TRANSIT PROVIDER shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the TRANSIT PROVIDER’S use of the Vehicles.

c. In the event Vehicles are involved in an accident, damaged, stolen or destroyed by fire, the TRANSIT PROVIDER shall promptly notify the LESSEE, in writing, within 24 hours and will also comply with all terms and condition entered in the insurance policies. The TRANSIT PROVIDER agrees to cooperate with the LESSEE, and the insurance companies in defending against any claims or actions resulting from the TRANSIT PROVIDER’S operation or use of the Vehicles or Equipment.

d. Vehicles shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

e. TRANSIT PROVIDER shall implement a risk management program in accordance with the recommendations of its insurer, and shall implement all best management practices identified or recommended through such program.

11. DAMAGE TO VEHICLES. Should Vehicles or any part thereof be so damaged as to preclude usage for the purpose intended and should the TRANSIT PROVIDER be indemnified therefor pursuant to any insurance coverage required pursuant to paragraph 10 hereof in an amount not less than the full amount of the insurance coverage provided by the TRANSIT PROVIDER, the obligation of LESSEE to provide said vehicle(s) to TRANSIT PROVIDER under this Lease Agreement shall terminate, but TRANSIT PROVIDER’s obligation to provide insurance and indemnification to the LESSEE shall continue in full force and effect. However, should the TRANSIT PROVIDER be indemnified in an amount less than the full amount of the insurance coverage provided by the TRANSIT PROVIDER, the TRANSIT PROVIDER will repair or replace Vehicles or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement. Should vehicles or any part thereof be damaged by any cause for which the TRANSIT PROVIDER makes no insurance recovery and should Vehicles or the damaged part thereof be capable of repairs, this Lease Agreement shall terminate and the TRANSIT PROVIDER shall immediately pay the LESSEE the reasonable value of Vehicles, regardless of rentals paid or accrued.

12. TITLE. The TRANSIT PROVIDER acknowledges that this is an agreement to use only and that the TRANSIT PROVIDER does not in any way acquire title to Vehicles, under
this agreement. Without the prior written consent of the LESSEE, the TRANSIT PROVIDER agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or destroy Vehicles.

13. WARRANTIES AND WAIVER. The TRANSIT PROVIDER uses Vehicles and Equipment herein described in "as is" condition and agrees that the LESSEE has not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of Vehicles or against any patent or latent defects therein. The TRANSIT PROVIDER agrees that the LESSEE shall not be liable to the TRANSIT PROVIDER for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by Vehicles or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever caused. TRANSIT PROVIDER shall engage an in full and detailed inspection of each vehicle, shall repair any damage or unsafe condition, and shall take all actions necessary to render such vehicles in compliance with all applicable laws, rules or regulations prior to operation of such vehicles.

14. ASSIGNMENT. Without the prior written consent of the LESSEE or any assignee of the LESSEE, the TRANSIT PROVIDER agrees not to sublet, mortgage, pledge, sell, assign, or otherwise transfer or dispose of this Lease Agreement. The TRANSIT PROVIDER acknowledges and understands that the LESSEE may assign this Lease Agreement and that such assignee shall be entitled to all of the benefits of this Lease Agreement in the place of the LESSEE. In connection therewith, the TRANSIT PROVIDER agrees this Lease Agreement, Vehicles, and Equipment used there under will be subjected to any rights and interest in and to said Vehicles and Equipment under any contract the LESSEE has with another regarding title or interests in title; to accept the directions, demands or consents of such assignee in place of those of the LESSEE; to surrender Vehicles only to such assignee; to pay all rent hereunder as directed by such assignee.

15. DEFAULT. In any of the following default events:

a. failure to pay any rent or sum herein provided when the same are due and payable and such default continues for a period of ten (10) days after receipt of notice thereof of TRANSIT PROVIDER;

b. Failure to comply with any terms or conditions hereof;

c. A proceeding in insolvency or receivership by or against the TRANSIT PROVIDER or its property, or in the event lessee suspends business, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against the Vehicle, or

d. the TRANSIT PROVIDER fails for any reason to comply with the repair, insurance or indemnification requirements of the Lease Agreement, then and in those events, or any of them, the LESSEE may, at its option and without prejudice to any other rights it may have:

i. Take possession of Vehicles and/or Equipment and for the purpose thereof may enter the premises on which Vehicles and/or Equipment are located and remove them without court order or other process of law (damages occasioned by such taking being expressly waived by the
TRANSPORT PROVIDER), and thereupon the TRANSIT PROVIDER'S right to possession and use of Vehicles shall terminate;

ii. May (but need not) use Vehicles or any portion thereof for such period, rental, and to such persons or entities as the LESSEE shall elect and shall apply the net proceeds of any such renting in payment of the rent and other obligations due from TRANSIT PROVIDER to the LESSEE hereunder by acceleration or otherwise;

iii. May (but need not) sell Vehicles or any part thereof at public or private sale without demand or notice of intention to sell or of sale and shall apply the net proceeds of any such disposition against the total obligations owed the LESSEE;

iv. May deduct all costs and expenses in connection with such retaking, including insurance, repairs, storage, renting or sale of Vehicles from the proceeds derived from such renting or sale;

v. Terminate TRANSIT PROVIDER'S rights hereunder as to Vehicles and terminate the TSPA;

e. No right or remedy conferred upon or reserved to the LESSEE by this Lease Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon the LESSEE by this Lease Agreement or by law shall be cumulative and in addition to every other right and remedy to.

f. If it is necessary to employ the services of an attorney or incur expenses in enforcing this Lease, the TRANSIT PROVIDER shall pay to the LESSEE all such expenses and court costs, in addition to all sums due the LESSEE, including reasonable attorney's fees.

16. CONSTRUCTION. This Lease Agreement shall be construed and determined in accordance with the laws of the State of Illinois. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the Lease Agreement. Jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively fixed in the DeKalb County Circuit Court.

17. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, the LESSEE's failure at any time to require strict performance by the TRANSIT PROVIDER of any provisions herein shall not waive or diminish the LESSEE's right to thereafter demand strict compliance therewith or with other provisions of this Lease Agreement and written waiver by the LESSEE of any default hereunder shall not constitute a waiver of any other default.

18. ENTIRE AGREEMENT. This Lease Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms, or conditions of this Lease Agreement shall be in any manner modified, waived, abandoned, or amended except by a written instrument duly signed by the parties or their assignee and delivered to the LESSEE and the TRANSIT PROVIDER or their assignee.

19. MASTER LIST. The Master List of Vehicles and Equipment shall be amended each time any vehicles or equipment are added or removed from active service. Amendments to the Master List shall not require an amendment to this Lease
Agreement, and shall be approved by the LESSEE staff person identified as the DeKalb Sycamore Area Transportation Study (DSATS) Director (as approved by the DSATS Policy Committee) and the Executive Director of the TRANSIT PROVIDER.

20. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in paragraph 14 or 22 hereof.

21. NOTICE. Notices as provided for in this Lease Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.

22. INFORMATION TO BE FURNISHED BY TRANSIT PROVIDER TO THE LESSEE: The TRANSIT PROVIDER shall furnish the following information to the LESSEE during the term of this Lease Agreement.

   a. Passenger Count (monthly & annual report)
   b. Passenger Type i.e. elderly, handicapped, general public (monthly & annual report)
   c. Miles Driven (monthly & annual report)
   d. Revenue Miles (monthly & annual report)
   e. Revenue Hours of Service (monthly & annual report)
   f. Total Cost of Operation (for quarterly DOAP 10-C report)
   g. Breakdown of revenues received for operation (for quarterly DOAP 10-C report)
   h. Any other reports requested by the LESSEE

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement on the day and year first written above.

CITY OF DEKALB

By: ________________________________
   [Signature]
Title: ______________________________
   [Title]
Date: _______________________________

VOLUNTARY ACTION CENTER

By: ________________________________
   [Signature]
Title: Executive Director
Date: 9/12/16