

AUTHORIZING A TRANSIT SERVICES PROVIDER AGREEMENT WITH TRANSDEV SERVICES INC. TO PROVIDE FIXED ROUTE TRANSIT SERVICES FOR THE DEKALB URBANIZED AREA FROM JANUARY 1, 2019, THROUGH DECEMBER 31, 2023.

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 help offset certain operating deficits of a system providing public transit service in urbanized areas; and

WHEREAS, the Downstate Operating Assistance Program (DOAP) grant (30 ILCS 740/2-1) maintained by the Illinois Department of Transportation makes funds grant funds available annually to help offset certain operating deficits of a system providing public transit service in urbanized areas; and

WHEREAS, as the designated Section 5307 grant recipient for the DeKalb urbanized area, the City is required by the Federal Transit Administration to select a third-party transit provider through a Competitive Proposal/Request for Proposals (RFP) process; and

WHEREAS, Transdev Services Inc. is deemed to be best able to provide transit services to the DeKalb urbanized area for the period of January 1, 2019 through December 31, 2023, with two additional renewable one-year terms for service through December 31, 2025, for the continued operation of a fixed route transit system for the DeKalb urbanized area.

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

SECTION 1: That the City Council authorizes the Mayor to enter into an agreement in the format attached hereto as Exhibit A, subject to any changes acceptable to him with the recommendation of City staff, and to thereafter provide fixed route transit services for the DeKalb urbanized area.

SECTION 2: 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 13th day of November 2018 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


LYNN A. FAZEKAS, City Clerk


JERRY SMITH, Mayor



The seal of the City of DeKalb, Illinois, is circular with a double border. The outer border contains the text 'CITY OF DE KALB' at the top and 'STATE OF ILLINOIS' at the bottom. The inner circle features a central emblem depicting a figure holding a torch and a plow, with the word 'DEKALB' written below the figure.

Agreement for Services

Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "CITY" and Transdev Services Inc. hereinafter referred to as the "CONTRACTOR", with the CITY and CONTRACTOR agreeing as follows

A. SERVICES

CONTRACTOR agrees to furnish to the CITY the outlined in the scope of services identified on Exhibit 1 of this document.

CONTRACTOR represents that it possesses the skills and knowledge necessary to provide all such services and understands that the CITY is relying upon such representation. CONTRACTOR further acknowledges that Exhibit 1 is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

This document shall be read to incorporate the provisions of the underlying Request for Proposals (including all exhibits) by reference, as if set forth fully herein, and compliance with this Agreement shall also require full compliance with the Request for Proposals and its terms.

B. TERM

Services will be provided as needed and directed by the CITY beginning on the date of execution of this agreement and continuing, until a term identified below. Upon termination the CONTRACTOR shall be compensated for all work performed for the CITY prior to termination and shall provide to the CITY all work completed through the date of termination. The CITY's issuance of a notice of termination shall function as a stop work order, beyond which the CONTRACTOR shall not incur any additional costs without the CITY's express, written permission.

- 1) **EFFECTIVE DATE:** The CITY hereby grants to CONTRACTOR the right to operate a transit system on behalf of the CITY from the 1st day of January 2019 for a period through the 31th of December 2023.
- 2) **RENEWAL:** Absent of termination by either party, the agreement will automatically renew:
 - a) On January 1, 2024 for the period through December 31, 2024;
 - b) On January 1, 2025 for the period through December 31, 2025; and
- 3) **TERMINATION:**
 - a) The CITY retains the right of termination as provided in the required federal clauses with regard to termination (see p. 109 of this Agreement).

C. SCOPE OF SERVICES

The CONTRACTOR shall provide transit services at a level of service identified in the attached Scope of Services (see *Exhibit 1: Scope of Services*) to the DeKalb urbanized area during a period beginning January 1, 2019 through December 31, 2023.

D. COST OF SERVICES

The CONTRACTOR shall agree to be reimbursed at the rate provided in Exhibit 2: Cost & Budget Forms below. Methods and Procedures for payments, reimbursements, and changes in funding shall be governed by the rules and regulations identified in Exhibit 2: Cost & Budget Forms below.

E. CERTIFICATIONS AND INSURANCE

The CONTRACTOR certifies that it shall conform to all rules, regulations, and certifications as identified in Exhibit 3: Required Certifications and Exhibit 5: Federally Required and other Model Clauses below.

The CONTRACTOR has submitted proof of insurance as provided in Exhibit 4: Insurance Certifications below.

F. ADDITIONAL TERMS OR MODIFICATION

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Agreement Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The CITY reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The CONTRACTOR shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The CITY may, at any time by written order, require the CONTRACTOR to stop all or part of the services required by this Agreement. Upon receipt of such an order, the CONTRACTOR shall immediately comply with its terms.

G. NOTICES

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the CITY:

CITY Manager
CITY of DeKalb
200 S. Fourth Street
DeKalb, IL 60115

For the CONTRACTOR:

Jennifer Coyne, EVP, General Counsel
720 E. Butterfield Road, Suite 300
Lombard, IL 60148

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

H. SUBCONTRACTORS AND THIRD PARTIES

CONTRACTOR shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the CITY, which consent may be withheld in the CITY's sole and absolute discretion. Should CONTRACTOR assign any obligation

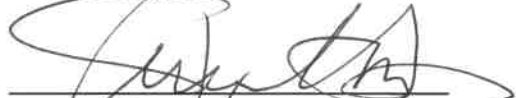
I. DOCUMENT CORRECTION / SUPPLEMENTS

CONTRACTOR agrees and acknowledges that the terms of the Agreement Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the CITY to the contrary. No act by the CITY (other than a written amendment to these Agreement Documents), including but not limited to payment of CONTRACTOR's invoices, shall waive the CITY's ability to later insist on strict compliance with the terms of these Agreement Documents. CONTRACTOR agrees and acknowledges that it shall execute corrected documents upon request by the CITY if any error or discrepancy is identified by the CITY and shall provide certificates of insurance or other security required hereunder at any time, upon request of the CITY, notwithstanding the CITY's failure to previously demand the same.

- 1) In the event that CONTRACTOR or CITY identifies any conflict between any applicable component of this Agreement, any exhibit hereto, or applicable federal or state law, then:
 - a. The federal or state law shall govern to the extent that it is required, by law, to supersede contractual provisions.
 - b. Any other conflict shall be resolved by the CITY in its sole and absolute discretion, with the CITY specifying which provision shall govern.

Agreed to this 15th day of November, 2018.

CITY of DeKalb



CITY Mayor/Manager



City Clerk

CONTRACTOR



(title) President



(attest)

arising under this Agreement with the consent of the CITY, the CONTRACTOR shall remain to be primarily liable to the CITY for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the CONTRACTOR itself. Further, should CONTRACTOR request to assign the performance of any obligation arising hereunder to a subcontractor, CONTRACTOR expressly provides its consent to the CITY contracting directly with such proposed subcontractor (or another subcontractor acceptable to the CITY) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.