

**AGREEMENT FOR MANAGEMENT AND OPERATION
OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSIT SERVICES**

THIS AGREEMENT made and entered into this ____ day of, _____ 2020 by and between the CITY OF DECATUR, a municipal corporation, hereinafter referred to as "CITY," and MV Public Transportation, Inc., a California corporation, hereinafter referred to as "CONTRACTOR", for management and operation of the City of Decatur Public Transit Systems' (DPTS) fixed-route, and paratransit systems,

WITNESSETH:

WHEREAS, CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in the Request for Proposals for Management and Operation of City of Decatur Public Transit System (DPTS) RFP No. 2020-01 ("RFP"), and

WHEREAS, CONTRACTOR has responded to CITY'S Request for Proposals ("RFP") with its proposal, including related attachments, accepted by the CITY, to perform the services in the manner and form set forth in the RFP, and CONTRACTOR'S PROPOSAL and the CITY has accepted CONTRACTOR'S PROPOSAL, and

WHEREAS, CITY desires to have the services performed, and CONTRACTOR agrees to perform the services, in accordance with CITY'S RFP and the CONTRACTOR'S PROPOSAL, and

WHEREAS, The services to be performed under this Agreement shall be as described in CITY'S RFP and all included attachments, and CONTRACTOR'S PROPOSAL, hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is **HEREBY MUTUALLY AGREED** as follows:

A. Order of Precedence: This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:

- a. This Agreement and
- b. CITY DPTS' RFP No 2020-01, including Exhibits and Addendum
- c. CONTRACTOR'S COST PROPOSAL (attached hereto and incorporated by reference.)
- d. CONTRACTOR'S written RFP submittals

B. Term of Agreement: The Agreement shall be for a period of five and a half (5 ½) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin January 1, 2021 through June 30, 2022. Contract Year 2 will be July 1, 2022 through June 30, 2023. Contract Year 3 will be July 1, 2023 through June 30, 2024. Contract Year 4 will be July 1, 2024 through June 30, 2025. Contract Year

5 will be July 1, 2025 through June 30, 2026 unless extended by written mutual consent.

Upon completion of the original term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, up to a maximum of two (2) years. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

C. CONTRACTOR'S Responsibilities: CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:

1) Key Personnel/Management: During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof. The CONTRACTOR shall provide general and specific management of day-to-day operations for the CITY (DPTS) fixed-route and paratransit services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site transit general manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-DPTS work (e.g., for corporate level meetings, responding to other non-DPTS problems, etc.).

2) Day-to-Day Operation: CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Saturday during designated hours of operation.

3) Americans with Disabilities Act (ADA) Compliance: CONTRACTOR shall be responsible for administration of the Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or transit or City official for further review if applicable.

4) Operating Facilities: CONTRACTOR shall locate its administration/operations and dispatching office at the City of Decatur Public Transit Administration building at 555 E. Wood Street, and the Senator Severns Transit Center at 353 E. William Street (CITY DPTS facilities), unless otherwise approved by City of Decatur. Both facilities shall be maintained by the CONTRACTOR and shall be maintained to project a professional appearance at all times. CONTRACTOR shall be solely responsible for physical damage to CITY DPTS facilities proximately caused by the negligence of CONTRACTOR or its employees or agents. Contractor will not be responsible for any environmental liabilities, including any releases of hazardous substances, existing at the CITY DPTS facilities prior to CONTRACTOR's use of the facilities, or caused by any other party other than CONTRACTOR.

5) Personnel: CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representatives and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Qualified

supervisory personnel shall be available during all hours of operation.

No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate Conduct Unbecoming of Personnel. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, CITY shall have the right to request CONTRACTOR to remove from service any employee who, in CITY'S sole discretion, has been found to violate CONTRACTOR'S Code of Conduct more than once in a 6-month period; provided that CITY shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics. In addition, all of CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. CITY may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or CITY property found to have committed violations as outlined below, and/or for engaging in conduct unbecoming an employee as defined below.

Removal or disciplinary actions by CONTRACTOR in response to the request, shall be at no cost to the CITY.

Examples of conduct unbecoming an employee include, but are not limited to:

- a) Use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
- b) Belligerent or malicious behavior.
- c) Willful refusal or failure to assist customers.
- d) Violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
- e) Littering in rolling stock or station areas.
- f) Smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an DPTS vehicle or equipment.
- g) Conduct demeaning to CITY, DPTS or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
- h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
- i) Any violation of CITY DPTS' or CONTRACTOR'S Personal Electronic Device policies, including devices such as Google and Apple watches that create the potential for distraction while driving.

Reasons for which the CITY may request that an employee or subcontractor be removed include, but are not limited to:

- Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
- Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.

- Poor customer service as demonstrated by three or more validated complaints within a twelve-month rolling period.

7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with CITY DPTS services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office to provide information during all hours of regular transit operation. If bus service is modified by CITY DPTS to begin earlier or to end later than currently scheduled, then the time period when customer service is available shall be expanded to correspond with current operating service hours.

8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at DPTS is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by the City. CONTRACTOR shall prepare and provide City with a report of sales and deposits monthly, no later than the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits of CONTRACTOR'S books and records at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints, within a timely manner.

10) Telephones: CITY will provide an operational telephone system. CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

11) Uniforms: CONTRACTOR shall ensure that all employees are professional in their dress and appearance. Employees shall be in uniform acceptable to CITY.

12) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by CITY prior to start-up and must be updated (subject to CITY approval) on an annual basis.

The CONTRACTOR, in accordance with DPTS policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees.

Training shall include those elements required for the performance of duties in addition to specific areas of training for DPTS operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires. Training courses shall include provisions for refresher training.

- a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for CITY DPTS inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, and system safety training. Customer Service training is to include dealing with difficult passengers, and ADA training. Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.
- b) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area.
- c) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.
- d) The CONTRACTOR shall also provide CITY DPTS with a quarterly training report.
- e) The CONTRACTOR is responsible for formulating and coordinating all training activities.

13) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.

14) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers.

15) ADA Training (Initial and Refresher): The CONTRACTOR shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:

- a) Lecture on the ADA law with hands-on employee participation

- b) Instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
- c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:
 - a. Operator responsibilities.
 - b. Equipment and devices currently in use.
 - c. Proper use and securement of such equipment and devices.
 - d. Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and de-boarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.
- d) For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Annual Refresher Training: ADA sensitivity training each year. This training shall include:

- a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
- b) A review of passengers with disabilities requiring special service needs.
- c) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
- d) Updates on changes to ADA law and related mandates as appropriate.
- e) Included within this training shall be a discussion of:
 - a. Operator responsibilities.
 - b. Boarding and securement equipment and devices currently in use.
 - c. Proper use of such equipment and devices.
 - d. Other matters as the CONTRACTOR deems appropriate.
- f) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and de-boarding of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

16) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers and mileage for fixed route and paratransit. Dispatcher shall maintain appropriate

documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Paratransit services. Trip/farebox reconciliation documentation shall be maintained for both fixed and paratransit. Driver information i.e. service hours, bid hours shall be submitted to the City monthly in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs shall be submitted to the City no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.

17) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal, State, and Local requirements, including but not limited to drug and alcohol testing and reporting requirements and ADA mandates. CONTRACTOR shall make available to the CITY a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

In as much as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 6, 2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and CITY DPTS, and to flow all applicable federal provisions down to Subcontractors at every tier.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

18) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by the City.

19) Charter Service: CONTRACTOR shall not operate charter service using CITY vehicles without prior written consent from CITY. If charter service is allowed, then it shall be provided in accordance with FTA regulations.

20) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets and sell tickets, as agreed upon by CITY. CONTRACTOR shall collect, record, and return all tickets and

money received as fares. Ticket data shall be provided monthly.

21) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting daily, and all fare revenue shall be taken to a banking institution or CITY'S Finance Department daily, or as directed by the CITY. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by appropriate reconciliation documentation satisfactory to the CITY. CONTRACTOR shall collect data for specific analysis as may be requested by the CITY.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

22) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the CITY'S Finance Department.

23) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the CITY or service pursuant to the Agreement. CONTRACTOR shall invoice CITY monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10th of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the CITY'S invoice. CONTRACTOR's monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the CITY to verify all charges.

24) Marketing and Public Relations: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the CITY. Advertising or posting of any written materials on the interior and exterior of Revenue and Non-Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in the CITY'S marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to the CITY. CONTRACTOR may not use CITY name or logo without CITY'S prior written consent.

CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY'S Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at the Transit Center location. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

Communications with the Media. All communications with the media shall be the sole responsibility of CITY. CONTRACTOR and its employees shall not engage the media as a spokesperson for the CITY. In addition, CONTRACTOR and its employees shall not speak on

behalf of CITY in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board CITY Revenue Vehicles, at bus stops, at the Transit Center, or as part of the official customer comment system.

Endorsement Policy. CONTRACTOR may not use CITY'S name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by CITY. This provision does not prohibit CONTRACTOR from using CITY as a reference in responding to a request for proposals or other procurement solicitation, if CONTRACTOR coordinates all requests for references with CITY.

25) Insurance: CONTRACTOR, at its own expense, shall maintain required and appropriate insurance coverage at all times during the terms of this agreement, as detailed in the Insurance and Indemnification sections of the RFP, including documentation of coverage to CITY, and shall provide the CITY with certificates certifying that CONTRACTOR has liability, comprehensive, and collision insurance for each vehicle as required by the CITY. Such insurance shall name CITY as an additional insured. CONTRACTOR shall provide documentation prior to commencement of the work under this agreement and of any changes to insurance coverage including changes resulting from additions or removals of vehicles to the CITY'S transit fleet. With CITY'S approval, CONTRACTOR may satisfy this requirement by providing proof of self-insurance.

Such insurance shall protect the CONTRACTOR from claims which may arise out of or result from the CONTRACTOR's operations under this Agreement and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the CITY: Approval of the insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder. It is to be understood that CITY does not in any way represent that the insurance of the limits of insurance specified herein are sufficient or adequate to protect the CONTRACTOR's interests or liabilities.

CITY reserves the right to request a copy of all policies and endorsements prescribed herein.

a. **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$15,000,000 annual aggregate.

b. **Business Automobile Liability (BAL) Insurance** in the amount of \$15,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work. CONTRACTOR shall also be responsible for maintaining Auto Physical Damage coverage on the vehicle on an actual cash basis for any damage caused to the vehicles that is attributable to negligence of the CONTRACTOR or that occurs while the vehicle is being operated. With CITY'S approval,

Contractor may satisfy this requirement by providing adequate proof of self-insurance.

c. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this agreement and under the control of the CONTRACTOR. Employers' Liability coverage in the amount of \$1,000,000 per accident/\$1,000,000 per employee for disease will also be included.

General Requirements: The CONTRACTOR shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the CITY. ***CONTRACTOR shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

CITY will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above it written on an "Claims Made" (rather than an "occurrence" basis), then, in addition, to the coverage requirements stated herein, CONTRACTOR shall:
 - a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the CONTRACTOR or any work beginning under the agreement.
 - b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
 - c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.
- Name the CITY as an additional insured for CGL and BAL.
- Contain a waiver of subrogation in favor of the CITY.
- Specify that the CGL and BAL insurance is non-contributory as respects any insurance or self-insurance programs maintained by the CITY.
- Contain a specific reference to the subject contract.

In the event the insurance should be materially changed or cancelled, the CONTRACTOR shall provide the CITY at least thirty (30) days' notice prior to the effective date of the change or cancellation.

An insurance company having less than an A-VII rating by the A.M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the CITY. The CONTRACTOR shall be allowed to self-insure for some coverages.

26) Equipment and Vehicle Maintenance and Management: The CITY shall provide sufficient

vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The Contractor shall service CITY'S vehicles.

Vehicles shall be parked in a location(s) to be provided by the CITY or as designated by the CITY. CONTRACTOR shall provide maintenance of vehicles and radios by ensuring repairs are completed in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:

- a. CONTRACTOR employees will flag regular preventative maintenance intervals. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records upon request.
- b. CONTRACTOR shall clean vehicles daily including all interior litter and debris, or more frequently as needed. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. CONTRACTOR will do a detail or more thorough exterior and interior cleaning on each transit vehicle monthly, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. CITY will inspect buses to evaluate bus cleaning performance.
- c. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to the City.
- d. CONTRACTOR shall be responsible for licensing Revenue Vehicles with the Illinois Secretary of State.
- e. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle.
- f. CONTRACTOR shall maintain the radio base station in good working condition and communicate with CITY to advise staff of maintenance requirement for radios on CITY-owned transit vehicles.
- g. CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for Fixed and Paratransit service. Additionally, the CONTRACTOR shall provide all other stated technology solutions provided for in the proposal, including but not limited to, Trapeze, Mobileye, and Syncromatics at no additional cost to the CITY.

27) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to the CITY within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in- service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and Paratransit vans operating

more than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the CITY'S Police Department, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. CITY transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to CITY property within three (3) working days. In cases involving personal injury, CONTRACTOR shall notify CITY transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to the CITY.

CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

(a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken because of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; (D) employee training sessions, and (E) NTD Safety and Security Reporting Module Forms. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

(b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by the CITY or by Federal, state, or local agencies.

28) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, bus maintenance, marketing, and route planning with City on a weekly basis.

29) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement and the CITY'S funding sources.

30) Dispatching Software: CONTRACTOR shall utilize dispatching software with enhanced functions. CONTRACTOR shall provide tablets or comparable hardware equipment (including replacements) and mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational the scheduling dispatch software inclusive of enhancements within sixty (60) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the scheduling dispatch software with expansion of the fleet.

31) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on CITY transit vehicles. CONTRACTOR shall be responsible for transmitting the video surveillance data to be stored on CITY-owned server. CITY shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

32) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the CITY.

The CITY shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.

CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit B: City of Decatur Reporting Requirements of the RFP, including the following in two separate reports, a report for Fixed route and a report for Paratransit:

- a) Daily ridership by vehicle
- b) Daily ridership by wheelchair-bound passengers
- c) Daily mileage by vehicle
- d) Daily vehicle service hours by vehicle
- e) Trip log from each vehicle operator
- f) Dispatch records showing times for:
 1. Receipt of service requests
 2. Pickup point/drop-off point
 3. Pickup assignment made
 4. Actual pickup
 5. Variance between requested times and actual pickup times
 6. Actual delivery of passenger
- g) On-time performance
- h) Trip denials
- i) ADA eligibility certifications, trip requests/denials, complaints log

CITY reserves the right to establish a standardized format with which CONTRACTOR must comply.

CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to the CITY:

- A. Monthly Summaries. CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by- route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. DPTS reports shall distinguish all data points by CITY. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for CITY. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by CITY. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.

- B. Passenger Complaint and Compliment Reports. CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY general comments). The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). CONTRACTOR shall maintain all records of passenger complaints, and shall promptly provide CITY copies of all complaints and documentation in CONTRACTOR'S custody, possession, or control regarding complaints.
- C. Incident and Accident Reports. CONTRACTOR shall, in accordance with the RFP, immediately notify the CITY'S Police Department, then the CITY's DPTS Transit Administrator (or other appropriate City management staff if the Transit Administrator cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.
- D. National Transit Database (NTD). CONTRACTOR shall provide the data items to the City as required by the FTA by September 1 each year for CITY to complete the NTD Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD Systems Reporting Manual. CONTRACTOR shall report to CITY by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.
- E. Financial Reporting Requirements CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.
- F. Equal Employment Opportunity (EEO) Affirmative Action Report. CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each CITY fiscal year, prepare an EEO report which consists of the following:
- a. Workforce Analysis for each job category;
 - b. Job Group Analysis for each job category;
 - c. Hiring Analysis for each job category;
 - d. Promotional Analysis for each job category;
 - e. Termination Analysis for each job category;
 - f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
 - g. Availability Analysis that compares the current workforce against the available workforce.
- G. Surveys. City may, in its discretion, obtain additional documentation of service using passenger surveys. These surveys may be administered by authorized representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the

distribution of survey questionnaires or other actions necessary to obtain service related information.

- H. Meetings. CITY's Transit Administration or designee, and other appropriate CITY management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by paratransit and fixed route operations.

33) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the CITY and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the CITY.

34) Liquidated Damages: The CONTRACTOR's failure to perform the contractually obligated services shall result in the assessment of liquidated damages as detailed in **Exhibit C, City of Decatur Performance Standards**. Liquidated Damages is a specific sum of money stipulated by the contracting parties as the amount to be recovered for each day of delay or each standard of performance not met in delivery of the product or completion of the contracted services. A formal letter from the CITY will document the date(s) of non-compliance or non-performance of the CONTRACTOR, and will detail to the CONTRACTOR the reason for the liquidated damages.

If CONTRACTOR agrees to substantial schedule or route readjustments requested by CITY, CONTRACTOR shall be afforded a period of thirty (30) days following implementation of such changes, during which time no liquidated damages shall be assessed for failure to abide by adjusted schedule or route readjustments, to allow CONTRACTOR to make operational adjustments to meet CITY requirements.

Liquidated damages shall be deducted automatically by the CITY from their respective invoices for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce within the CITY and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages, and not as a penalty. The CONTRACTOR expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable and appropriate.

35) Indemnification. CONTRACTOR shall indemnify, defend, protect, and hold harmless the CITY, and its officers, directors, stockholders, representatives, subsidiaries, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONTRACTOR's performance of its obligations under this agreement or out of the operations conducted by CONTRACTOR, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or

willful misconduct of the CITY. In the event the CITY indemnitees are a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR's performance of this agreement, the CONTRACTOR shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Repair of physical damage that occurs to the buses shall be the sole responsibility of the CONTRACTOR or CONTRACTOR's insurer. CONTRACTOR'S obligations under this paragraph shall survive termination of this contract.

36) Duty to Abide by Law: CONTRACTOR agrees to abide by all applicable federal, state, and local laws, including codes, licenses, agreements, tariffs, bonding, and insurance requirements. CITY shall not be responsible for claims for additional payment for changes required to comply with any such requirements.

37) Exhibits and Attachments: The CONTRACTOR shall conform to the requirements set forth in the Exhibits and Attachments include in RFP #2020-01. And, as a condition of this agreement, the CONTRACTOR must abide by requirements set forth in the Exhibits and Attachments.

D. CITY'S Responsibilities: The CITY, as the owner of the service, shall establish overall management and operational policy for the service. The CITY will periodically consult with CONTRACTOR on operational issues affecting service.

1) Fuel: CITY shall provide fuel.

2) Routing and Scheduling: CITY shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for paratransit.

CONTRACTOR is expected to assist CITY in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by CITY, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

3) Bus Stops and Bus Shelters: CITY shall provide bus stops, bus shelters, and related amenities.

4) Maintenance: CITY will replace CITY-owned vehicles, including parts and labor. CITY will provide RTA Fleet Management software, and the accounting software to purchase parts.

5) Tickets/Passes and Schedules: CITY shall coordinate with CONTRACTOR to develop tickets, passes and Fixed and Paratransit schedules/brochures for distribution by CONTRACTOR. CITY provides the accounting software to process ticket sales.

6) Advertising and Marketing: CITY shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials. CITY shall provide marketing, public relations, and advertising services. CITY'S decisions on all matters relating to advertising shall be final.

7) Payment: CITY shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of an accurate monthly invoice and/or billing.

8) Maximum Obligation: CITY agrees to pay CONTRACTOR for its services as described the submitted "Cost Proposal Form- Page 1" dated 10/2/2020. The price to be paid by CITY to CONTRACTOR for fixed-route service, supplemental service, and paratransit shall not exceed the amounts as outlined in this proposal unless agreed to in writing by both parties. Effective July 1 of each contract year beyond FY2021, rates shall be adjusted to the multiyear pricing included on this "Cost Proposal Form."

Additional vehicle service hours may be operated upon the written request of the CITY and compensation for such additional service shall be as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in the "Cost Proposal Form, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of Illinois Department of Transportation (IDOT) DOAP funding, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR if such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if IDOT, FTA, or any other transit-related funds are not available or insufficient.

- a. Vehicle Service Hours for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. "Vehicle Service Hours" for paratransit shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger "pick-up" to the time of the last passenger "drop-off" per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the "pick-up", transport, or "drop-off" of revenue passengers. Such exclusions shall not include travel time between passenger "pick-ups/drop-offs." "First Passenger Pick-Up" shall be defined as the driver's actual arrival time or the "scheduled" pick-up time.

9) Grant Applications. The CITY shall prepare and submit grant applications to support the transit system.

10) Facilities: The CITY shall provide the following operating and maintenance facilities to be utilized by the Contractor during the term of this agreement:

<i>Base Operations</i>	<i>Facility Address</i>
Administrative and Maintenance	555 E Wood St Decatur, Illinois 62523
Bus Transfer Center & Operation and Paratransit Offices	353 E Williams St Decatur, Illinois 62523
Bus Storage	100 Industrial Court Decatur, Illinois 62523

- a. The CITY and the CONTRACTOR will be responsible for maintenance and upkeep of the facility, excluding any capital upgrades, which shall be the sole responsibility of the CITY. CITY will provide parts for the facility to extent such parts cost \$500 or greater; parts for the facility costing less than \$500 will be provided by the CONTRACTOR. With CITY's prior approval, CONTRACTOR shall perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.
- b. CITY will indemnify, defend and hold harmless CONTRACTOR from any environmental condition, including any condition arising from the release of hazardous material, at any of CITY's facilities existing prior to CONTRACTOR's occupancy of such facilities, and CONTRACTOR will not be responsible for any condition caused by any party other than CONTRACTOR.
- c. CITY will provide premises liability insurance for all existing facilities.
- d. CITY will provide access to existing office equipment and services, including telephone service, radios, computers and internet.

11) Vehicles and Equipment: CITY will provide all revenue and existing non-revenue vehicles and related equipment to CONTRACTOR. CITY will provide tools and equipment for maintenance of the revenue and non-revenue fleet. CITY will provide all parts and tires for all fixed route and paratransit vehicles, except those needed as a result of an accident or damage by the CONTRACTOR. CITY will supply all fuel, lubricants and oils for revenue and non-revenue vehicles.

12) Title to Property: All real estate, buildings, buses, motor vehicles and materials and supplies furnished by CITY shall remain the sole property of the CITY.

E. Termination: The occurrence of any one or more of the following events shall constitute cause for the CITY to declare the CONTRACTOR in default of its obligations under this Agreement:

CONTRACTOR fails to perform, to CITY'S reasonable satisfaction, any material requirement of this Agreement, or is violation of a material provision of this Agreement;

CITY determines that satisfactory performance of this Agreement is substantially endangered or that objective evidence exists that default is likely to occur;

CONTRACTOR becomes subject to any bankruptcy or insolvency proceeding; terminates or suspends its business; CITY reasonably believes CONTRACTOR has

become insolvent or unable to pay its obligations as they accrue consistent with applicable law.

CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement;

CONTRACTOR has engaged in intentional conduct that has or may expose the CITY to liability, as determined in the CITY'S sole discretion;

If there is an event of default caused by the CONTRACTOR, the CITY shall provide written notice to the CONTRACTOR requesting that the breach or non-compliance be remedied within a reasonable period of time specified in the CITY'S written notice. If the breach or non-compliance is not remedied by the date set forth in the written notice, the CITY may either: a) immediately terminate this Agreement without additional notice; or b) enforce the terms and conditions of this Agreement and seek all available legal and/or equitable remedies. CONTRACTOR shall be entitled to compensation, upon submission of invoices and sufficient proof, for services provided under this Agreement up to and including the date of termination.

CONTRACTOR shall, upon receipt of notice of termination: cease work under this Agreement; and take all necessary or appropriate steps to limit disbursements and minimize costs; furnish a written report within thirty (30) days of the date of the notice of termination, describing the status of all work under the Agreement, and accounting for all CITY funds and property in the possession or control of CONTRACTOR; immediately cease using and return to CITY any personal property or materials provided by CITY to CONTRACTOR; comply with CITY instructions for the timely transfer of services to another provider; cooperate in good faith with the CITY, its employees, agents, and contractors during the transition period between notice of termination and substitution of a replacement contractor; and promptly return to CITY any payments made by CITY to CONTRACTOR for services that were not rendered by CONTRACTOR.

Additionally, CITY may terminate this Agreement for any reason, upon not fewer than 180 days prior written notice to CONTRACTOR.

The occurrence of any one or more of the following events shall constitute cause for the CONTRACTOR to declare the CITY in default of its obligations under this Agreement:

CITY fails to perform, to CONTRACTOR'S reasonable satisfaction, any material requirement of this Agreement, or is violation of a material provision of this Agreement;

CITY fails to make timely payments for services rendered, as required herein.

If there is an event of default caused by the CITY, the CONTRACTOR shall provide written notice to the CITY requesting that the breach or non-compliance be remedied within a reasonable period of time specified in the CONTRACTOR'S written notice. If the breach or non-compliance is not remedied by the date set forth in the written notice, the CONTRACTOR may terminate this Agreement upon 180 days' notice to CITY.

F. Notice: All notices required herein shall be deemed to be made when deposited with the United States Postal Service, postage prepaid, and addressed as follows:

TO CONTRACTOR:

MV Transportation, Inc.

Attn: Matt Veach

2711 N. Haskell Ave., Suite 1500

Dallas, TX 75204

TO CITY:

Decatur Public Transit System

Attn: Mass Transit Administrator

555 E. Wood Street

Decatur, IL 62523

With a copy to: contractsreview@mvtransit.com

Or to such other address as may from time to time be designated in a notice sent to the other party for that purpose.

G. Assignment: This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party, not to be unreasonably withheld. However, this Agreement shall be binding upon the successors or assigns or the respective parties.

H. Entire Contract: This Agreement, including the documents referenced in the first numbered paragraph hereof, constitutes the entire agreement between the parties concerning the subject matter of this Agreement. Modifications and waivers must be in writing and signed by authorized representatives of the parties hereto. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored, and the remaining provisions of this Agreement shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Agreement.

I. Counterparts: This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and emailed copies of manually executed signature pages to the agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

J. Force Majeure: CONTRACTOR shall not be liable to CITY for any failure, delay, or interruption of service, or for any failure or delay in the performance of any obligation under this Agreement due to acts of God (including severe weather), governmental restrictions, enemy action, pandemic, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of CONTRACTOR.

K. No Personal Liability: No officer, director, or employee of the CITY or of the CONTRACTOR shall be personally liable for the fulfillment of the conditions of this Agreement.

L. No Joint Venture: Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership or joint venture between the parties hereto. Each party shall be

deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived therefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding on another party to this Agreement.

M. Venue and Jurisdiction: This Agreement shall will be governed and enforced under the laws of the State of Illinois. The sole jurisdiction and venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, sealed and attested to by their respective corporate officers, effective as of the date first written above.

CITY:

CONTRACTOR:

City of Decatur, Illinois

By: _____
Julie Moore-Wolfe, Mayor

By: _____

Its: _____

ATTEST:
BY: _____
Kim Althoff, City Clerk

ATTEST:
By: _____