

**RESOLUTION NO. 2018-06-025R**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
THE CITY OF CHAMPAIGN AND THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS FOR A BICYCLE SHARING PROGRAM**

**WHEREAS**, Article VII, Section 10(a), of the Illinois Constitution, 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize intergovernmental cooperation in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Cities of Champaign and Urbana and the University of Illinois desire to enter into an intergovernmental agreement, as herein provided, to establish a minimum framework to regulate the operation of dockless bicycle service companies and the riding and parking of those companies' bicycles on the parties' rights-of-way and property; and

**WHEREAS**, the City Council, after due consideration, finds that approval of an intergovernmental agreement between the City of Champaign, City of Urbana ("City"), and Board of Trustees of the University of Illinois is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, of the City of Urbana, Illinois, as follows:

**Section 1.**

An Intergovernmental Agreement for the Bicycle Sharing Program between the City of Champaign, City of Urbana, and Board of Trustees of the University of Illinois, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver

and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this 18<sup>th</sup> day of June, 2018.

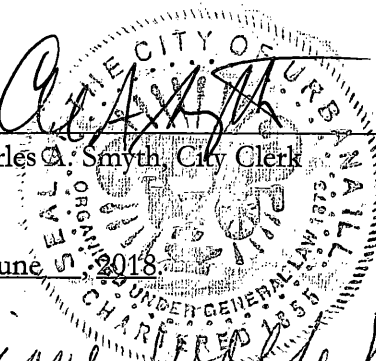
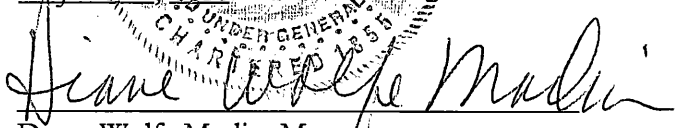
AYES: Ammons, Brown, Jakobsson, Miller, Roberts, Wu

NAYS: Hazen

ABSTENTIONS:

  
\_\_\_\_\_  
Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this 20<sup>th</sup> day of June, 2018.

  
  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR THE BICYCLE SHARING PROGRAM  
BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This Intergovernmental Agreement (hereinafter, "Agreement") is made and entered into on the last date executed below, by and between the City of Champaign, Champaign County, Illinois, a Municipal Corporation (hereinafter, "Champaign"), the City of Urbana, Champaign County, Illinois, a Municipal Corporation (hereinafter, "Urbana"), and the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (hereinafter, "University"). The entities entering into this Agreement shall hereinafter collectively be referred as the "Parties" and, generically, each a "Party".

**WHEREAS**, the Constitution of the State of Illinois (ILCS Const. Art. VII, § 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1-220/9) provides that units of local government may associate among themselves, enter into contracts with one another and share services and exercise, combine, or transfer any power or function which each unit of local government may perform unilaterally; and

**WHEREAS**, the Parties reasonably believe that bicycle sharing has the positive effect of reducing urban traffic, improving mobility, reducing automobile parking demand, reducing pollution, and otherwise providing for the public's general welfare; and

**WHEREAS**, several companies which own bicycles and which operate dockless bicycle sharing services have requested the Parties to allow them to operate within the Parties' respective jurisdictional boundaries; and

**WHEREAS**, the aforesaid dockless bicycle sharing companies have requested Champaign and Urbana to allow the riding and parking of their dockless bicycles on and in their respective rights-of-way and properties; and

**WHEREAS**, the said companies have requested the University to allow the riding and parking of dockless bicycles on University-owned property; and

**WHEREAS**, the Parties have expressed a willingness to allow dockless bicycle sharing companies to operate within the Parties' jurisdictional boundaries and to allow the riding and parking of their respective dockless bicycles in Champaign's and Urbana's rights-of-way and property and on University-owned property subject to certain ordinances, policies, rules and regulations, as the case may be, adopted by the Parties; and

**WHEREAS**, the Parties recognize the importance of jointly and uniformly regulating the operation of dockless bicycle service companies and the riding and parking of their dockless bicycles on their respective rights-of-way and property; and

**WHEREAS**, the Parties enter into this Agreement for the purpose of setting forth their respective rights and responsibilities and for establishing a minimum regulatory framework by which they will regulate the operation of dockless bicycle service companies and the riding and parking of those companies' dockless bicycles on the Parties' rights-of-way and property.

**NOW THEREFORE**, in exchange of good, valuable and mutual consideration, which each Party acknowledges as having in hand received and for the exchange of the terms, conditions and covenants herein, the Parties hereby agree as follows:

**SECTION 1 – DEFINITIONS:** For purposes of this Agreement and any Regulation or policy adopted by any party pursuant to this Agreement, the following words and phrases shall have the following respective meanings:

“Bike Company” shall mean and include any business entity, regardless of its legal form (e.g., sole proprietorship, partnership, corporation, or limited liability company) that seeks to deploy and allows Users to ride and/or park Dockless Bikes on ROW/Property.

“Bike Sharing” shall mean and include the riding and parking of Dockless Bikes deployed any Bike Company where such Dockless Bikes are operated and parked on ROW/Property.

“Concession Agreement” shall mean the contract entered into between the University and a Bike Company.

“Dockless Bike” shall mean a bicycle which is deployed by a Bike Company and which is made available to Users for operation and/or parking on ROW/Property and which is either self-locking and/or locks to an existing bicycle parking infrastructure.

“Expenses” shall mean and include any actual out-of-pocket cost and/or the reasonable value of one or more Parties’ employees’ services and use of equipment and supplies in connection with enforcing one or more Regulations regarding any Bike Company’s deployment of and Users’ use and parking of any Dockless Bike.

“Joint Licensing Program” shall mean and include the adoption and enforcement of a common regulatory framework of Regulations or policies by the Parties for the purpose of regulating Bike Companies and Users in connection with the deployment, riding and parking of Dockless Bikes on ROW/Property.

“Lead Agency” shall mean and include the Party who has overall and day-to-day administrative and operational responsibility for the Joint Licensing Program.

“License” shall mean and include a permit issued by the Lead Agency that legally grants authority to a Bike Company to deploy its Dockless Bikes and which allows Users to ride and/or park that Bike Company’s Dockless Bikes on ROW/Property.

“Regulation” shall mean and include (i) any ordinance, policy, rule, or regulation adopted by Champaign and/or Urbana pursuant to this Agreement; and (ii) any term and condition included

in a Concession Agreement and any policy, rule or regulation adopted by the University pursuant to this Agreement.

“ROW/Property” shall mean and include the rights-of-way which are owned, operated and/or maintained by Champaign and Urbana respectively and all real estate which is owned, operated, leased, and/or maintained by Champaign, Urbana and/or the University.

“User” shall mean and include any individual who rides and/or parks a Dockless Bike on ROW/Property.

**SECTION 2 – JOINT LICENSING PROGRAM:** The Parties, pursuant to this Agreement, shall cooperate in the development, enforcement and operation of the Joint Licensing Program. Such cooperation, development, enforcement, and operation shall include but shall not be limited to the promulgation of such Regulations as the Parties deem necessary and appropriate to carry out the purpose and intent of this Agreement as herein below provided.

**SECTION 3 – LEAD AGENCY:**

a. **Initial Designation of Lead Agency:** The initial Lead Agency shall be Champaign until such time as the Parties unanimously agree on another Party to serve as Lead Agency.

b. **Resignation of Lead Agency:** In the event that the Party serving as Lead Agency wishes to cease such service, that Party shall give the other Parties at least one hundred eighty (180) days’ advance written notice that it intends to cease serving as Lead Agency as of a specific date. Prior to the date set by the incumbent Lead Agency, the Parties, by unanimous consent, shall select another Party to serve as Lead Agency. In the event that the Parties cannot unanimously agree on a Party to serve as Lead Agency, this Agreement and the Joint Licensing Program shall terminate on the date set in the incumbent Lead Agency’s written notice of its intent to cease serving as Lead Agency. Following any termination of this Agreement, the Parties may adopt

such ordinances, terms and/or conditions as they individually deem appropriate for the licensing and regulation of Bike Companies and the deployment and use of Dockless Bikes within their respective jurisdictions.

**c. Lead Agency Duties:** The Lead Agency shall be responsible for the overall day-to-day affairs, operation and administration of the Joint Licensing Program. The Lead Agency shall also:

- (1) Develop and implement policies and procedures for the Joint Licensing Program.
- (2) Develop an application form and a process whereby Bike Companies may apply for and, if appropriate, obtain Licenses to operate, deploy Dockless Bikes, and allow the operation and parking of Dockless Bikes in the Parties' respective jurisdictions and in accordance with any of the Parties' respective Regulations.
- (3) Review and assess each Bike Company's application for a License for completeness and appropriateness. The Lead Agency shall have the unilateral authority to issue or refrain from issuing to a Bike Company a License.
- (4) Charge, collect from each Bike Company applicant and distribute to the Parties a non-refundable application fee. Initially, the Lead Agency shall charge a non-refundable application fee equal to Six Hundred Dollars (\$600) of which, the Lead Agency shall retain one half of the said application fee and with one-quarter of the said fee being distributed to each of the remaining Parties. The Lead Agency shall have the authority to change and shall notify the other Parties in writing of any change to the non-refundable application fee. The distribution of the any changed non-refundable application fee shall be in the same proportions as stated in this subsection.

(5) Collect and distribute to Champaign and Urbana the security deposits as provided in this Agreement.

(6) Collect Bike Company Licensee data and distribute the same to the Parties as provided in this Agreement.

(7) Coordinate with the Parties to address concerns that one or more Parties express regarding the licensing and regulation of Bike Companies, including responding appropriately to the expressed concerns.

(8) Issue notices to any Bike Company when its License shall be suspended or revoked in connection with any Party's finding that such License should be suspended or revoked following that Party's due process hearing and any appeal thereof.

(9) Advise each Bike Company that any aggregate monthly data required to be provided to the Lead Agency shall be shared with the other Parties and that such aggregate data may be made available to the public through publication on any one or more Parties' websites or public access data portals or in response to a duly received request for records pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

(10) Review the overall operation and effectiveness of the Joint Licensing Program and provide a written summary of such findings at least once per year.

**SECTION 4 – REGULATIONS OF BIKE COMPANIES AND DOCKLESS BIKES:**

**a. Mandatory Regulations to be Adopted by the Parties:** Within ninety (60) days following the latest date when a Party executes this Agreement, each Party shall adopt one or more Regulations which, in substance, provide that:



(1) **License Required:** Each Bike Company must apply for and obtain a License from the Lead Agency prior to deploying any Dockless Bike or allowing any User to operate and/or park a Bike Company's Dockless Bike on the ROW/Property. A Bike Company shall be required to maintain its License in full force and effect at all times when the Bike Company deploys any Dockless Bike or allows any User to operate and/or park any of the Bike Company's Dockless Bikes on the ROW/Property.

(3) **Duration of License:** Any initial License issued prior to June 30, 2019 pursuant to the Joint Licensing Program shall be valid until said date. All Licenses issued after June 30, 2019, shall be issued for a term expiring on the next June 30. The Parties further agree that, regardless of the issue date of any License or renewal thereof, the License fee and security deposit shall not be prorated for the time period covered by said License or renewal thereof.

(4). **Application and Licensing Fees:** Each Bike Company seeking to deploy and allow the operation and/or parking of one or more Dockless Bikes within any Party's jurisdiction shall be required to submit an application to the Lead Agency on a form created by the Lead Agency. Such application for a Bike Company License shall, at a minimum, include:

- i. A copy of a Concession Agreement duly executed by the University and the Bike Company applicant;
- ii. The non-refundable application fee in such amount as determined by this Agreement which fee may be changed upon unanimous agreement of the Parties;

**iii.** Security deposits in such amounts and made payable as follows:

**(a)** Each Bike Company shall be required post with Champaign and Urbana a security deposit in the amount of One Thousand Dollars (\$1,000) each and the posting of each such security deposit must be made prior to the effective date when the Bike Company deploys or allows the operation of any Dockless Bike in any Party's jurisdiction. The amount of security to be maintained and retained by Urbana and Champaign may be changed pursuant to unanimous agreement of these two Parties.

**(b)** Champaign and Urbana may individually specify how each Bike Company's security deposit shall be posted including in the form of a cash bond, performance bond, surety bond, and/or letter of credit.

**(c)** Champaign and Urbana, may use a Bike Company's security deposit to reimburse themselves for any Expenses incurred in enforcing that Bike Company's compliance with any of their respective Regulations relative to Bike Sharing. The Party making such reimbursement shall give written notice to the Bike Company of the reason for such reimbursement, the amount of such reimbursement and how the reimbursement was calculated. If the Party requires replenishment of the Bike Company's security, such demand shall also be included in the written notice. Neither

Champaign's nor Urbana's Regulations shall allow the one Party to use or draw down on the other Party's security deposit.

**(d)** In the event Champaign or Urbana draws upon a Bike Company's security deposit and the Bike Company has not fully replenished its deposit with Champaign or Urbana, as the case may be, the Lead Agency shall not renew that Bike Company's License for the following year until the Bike Company replenishes the said security deposit in full. If Champaign and/or Urbana have or has had to expend any amounts in excess of the respective security deposits and has not reimbursed Champaign and/or Urbana, the Bike Company will be required to reimburse Champaign and/or Urbana, as the case may be, the full amount expended in excess of the security deposit along with replenishing that Party's security deposit prior to receiving a renewed License.

**(e)** If (i) a Bike Company's License is revoked, (ii) a Bike Company's License expires without renewal, (iii) a Bike Company ceases operations within all Parties' respective jurisdictional boundaries, or (iv) the Parties elect to terminate this Agreement, Champaign and Urbana, within sixty (60) days of being notified of the cessation of all such Bike Company's operations, will refund to that Bike Company so much of its security deposits as respectively remains on hand with those Parties less any Expenses and fines due and owing to those two Parties respectively.

**(f)** Each Party shall have the right to full reimbursement for Expenses or fines incurred in connection with enforcing its Regulations against a Bike Company regardless of whether those Expenses and fines, if any, exceed the amount of the security deposit provided to the Party.

**iv.** A certificate of in force and effect insurance in the following form and coverages:

**(a)** Each Party shall be named as an additional insured on the certificate of insurance.

**(b)** Each Party shall be deemed a certificate holder for purposes of receiving notices from the insurance company as to the expiration, termination, or coverage changes by the insurance company.

**(c)** Coverages shall be as follows:

**(i)** General liability: Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate and which shall cover products (including their Dockless Bikes), complete operations, personal injury, bodily injury, and property damage.

**(ii)** Worker's compensation: Compliance with applicable laws governing worker's compensation insurance.

**(iii)** Vehicle insurance: Single incident coverage of One Hundred Thousand Dollars (\$100,000) and aggregate

incidents coverage of Three Hundred Thousand Dollars (\$300,000).

(iv) Such other insurance coverages as the Lead Agency may determine is appropriate.

(d) If the Bike Company intends to use an umbrella liability policy to satisfy some or all of the aforesaid insurance requirements, that umbrella policy must provide coverage as broad as the primary insurance coverage and without any limitation which is not present in such primary insurance policy or policies.

(e) If the Bike Company intends to use a self-insured retention/deductible program, the Bike Company must provide detailed written evidence of the Bike Company's self-insurance retention program and/or deductible limits, as the case may be, which are subject to approval by the Lead Agency which shall have the sole discretion whether or not to approve such self-insurance retention program and/or deductible limits.

v. A statement that the Bike Company agrees to indemnify, defend and hold harmless each of the Parties from and against any actions, causes, claims, liabilities, judgments, and remedies which is, are or may be asserted against any one or more Parties that arise out of an intentional, willful, wanton, grossly negligent, or negligent act or omission of the Bike Company or any of its agents, representatives, employees, or any of their successors or assigns.

vi. The Lead Agency shall have the authority to process each Bike Company's application and issue Bike Company Licenses which allow the Bike Company to deploy and allow Users to operate and park Dockless Bikes within the Parties' respective jurisdictions in accordance with such Regulations as are adopted by the Parties.

**(5) License Suspension/Revocation; Fines:**

i. The Parties shall adopt such Regulations as they individually deem necessary in order to enforce compliance with the Regulations adopted by the Parties respectively regarding the operation of Bike Companies or the deployment, use and parking of their Dockless Bikes within the Parties' respective jurisdictions. Such Regulations shall, at a minimum, include:

(a) a due process procedure including notice of an alleged Regulation violation and an opportunity to be heard and be represented by legal counsel;

(b) a means for appealing an initial determination adverse to the Bike Company; and

(c) penalties which may include but are not necessarily limited to suspension for a stated period of time or revocation of a Bike Company's License and/or the imposition of a fine. Any Party may use its own Regulations regarding the suspension or revocation licenses or permits and/or the imposition of fines in lieu of adopting the Regulations provided for herein.

**ii.** In the event any Party initiates a proceeding to suspend or revoke a Bike Company's License and/or for the imposition of a fine, the Party initiating such proceeding shall provide written notice to the other Parties that such proceeding has been or will be initiated, the reasons for initiating the proceeding, and the penalty sought to be imposed. The Party initiating and conducting the proceeding shall notify the other Parties of the outcome of such proceeding.

**iii.** If the Party's proceeding ends with a finding that the Bike Company's License should be suspended or revoke, that Party shall provide written notice to the Lead Agency of such finding and the Lead Agency, within fourteen (14) days following receipt of such notice, shall take the action directed in the Party's finding. The Lead Agency's suspension or revocation of a Bike Company's License shall be effective within all the Parties' respective jurisdictions for the period of the suspension or permanently in the case of a revocation. If the Party's proceeding ends with a finding that a fine should be imposed upon the Bike Company, that Party shall notify the other Parties of such finding and the Party making such finding may undertake such action as it deems necessary and appropriate to collect payment of such fine and any such payment shall be made to and be retained by the Party that conducted the proceeding.

**iv.** The Lead Agency shall not be required to conduct a separate proceeding to suspend or revoke a License or, in the case of the University, suspend or

terminate a Concession Agreement and may rely on the findings of any Party conducting such proceeding.

**(6) Number of Dockless Bikes Deployed:** No Bike Company shall deploy more than five hundred (500) Dockless Bikes within the Parties' combined jurisdictions. However, the Lead Agency, with the consent of Champaign's City Manager (or designee), Urbana's Mayor (or designee), and the University's Chancellor (or designee), may increase or decrease the number of Dockless Bikes so deployed.

**(7) Safety of Dockless Bikes:** Each Bike Company shall provide a representation, warranty or, in lieu thereof, one or more certificates that its Dockless Bikes deployed or allowed to be operated in any Party's jurisdiction meet the standards outlined in the Code of Federal Regulations under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles and the safety standards outlined in ISO 43.150 – Cycles, subsection 4210. Each Dockless Bike must have a front white light and a rear red light which are in good working order at all times the Dockless Bike is deployed or allowed to be used within any Party's jurisdictional boundary.

**(8)** Each Bike Company shall inform, through an application (commonly referred to as an "app") accessible from a smartphone or similar mobile device, Users of the proper operation of its Dockless Bikes, Dockless Bike locking and unlocking procedures, and the Parties' respective Dockless Bike parking restrictions.

**(9)** Each Bike Company shall remove any of its improperly parked Dockless Bikes within three (3) hours of notification during the peak periods hereinafter provided and within twelve (12) hours of notification during off-peak periods.

Peak periods include:



Monday through Thursday: 8:00 a.m. – 6:00

p.m. Friday: 8:00 a.m. – 10:00 p.m.

Saturday: 12:00 noon – 10:00 p.m.

**(10)** Each Bike Company shall immediately deactivate its unsafe and damaged Dockless Bikes upon notification and confirmation of such condition and shall remove such Dockless Bikes within twelve (12) hours of notification.

**(11)** Each Bike Company shall provide a method for both its Users and non-Users to notify the Bike Company of its unsafe or damaged Dockless Bikes and/or improperly parked Dockless Bikes, including the requirement that the Bike Company's local telephone number and website address be imprinted on each of the Bike Company's Dockless Bikes.

**(12)** Each Bike Company shall maintain a local contact available during the hours of 8:00 AM through 6:00 PM Monday through Friday, and provide the Parties with the Bike Company's local contact information which shall, at a minimum, include physical address, telephone number, and e-mail address which can be contacted by a Party during the aforesaid working hours.

**(13)** Each Bike Company shall provide, on a 24-hour, 365 days basis, a means for Users, non-Users and the Parties to leave voice and electronic messages during times when the Bike Company's contact is unavailable.

**(14)** Each Bike Company shall provide the Lead Agency with aggregate data on a monthly basis on or before such date as the Lead Agency shall determine which shall provide the following information for the month prior to the month when the Bike Company submits its data:

Total number of rides.

Number of unique riders

Mean and median ride duration

Mean and median ride distance

Mean number of Dockless Bikes bicycles in service daily

Total number of Dockless Bikes deployed as of the first day of the month

Total number of Dockless Bikes removed from service during the month

Number of Dockless Bikes removed from service due to damaged or unsafe operational condition

**b. Additional Regulations:** Nothing in this Agreement shall be interpreted as limiting any Party's right to adopt additional Regulations concerning, but not limited to, the licensing and operation of Bike Companies, the deployment and use of the Bike Companies' Dockless Bikes within the Parties' respective jurisdictional boundaries, the parking of Dockless Bikes in designated areas, the replenishment of security deposits, the enforcement of Regulations adopted by a Party so long as such additional Regulations are not inconsistent with the terms and conditions contained in this Agreement. In the event that a Party adopts or promulgates a Regulation in addition to those expressly provided for in this Agreement, such Regulation shall apply only within that Party's jurisdictional boundaries.

**SECTION 5 – EVALUATION OF JOINT LICENSING PROGRAM:** Nothing in this Agreement shall be interpreted as prohibiting the Parties from conferring with one another regarding the effectiveness of the Joint Licensing Program and/or the possible amendment, change, modification, or termination of the Joint Licensing Program and this Agreement.

**SECTION 6 – PENALTIES:** Nothing in this Agreement shall be deemed, construed or interpreted as prohibiting the unilateral right of Champaign, Urbana, or the University to set lawful financial penalties (fines) for the violation of their respective Regulations including but not limited to the use and parking of Dockless Bikes within their respective jurisdictions.

**SECTION 7 – EXEMPTIONS:** This Agreement does not require any Party to require a License for any entity that provides a bike share fleet in conjunction with that entity's operation of an apartment building, hotel, academic unit, or place of employment for exclusive use by that entity's tenants, guests, or employees.

**SECTION 8 – TERM AND TERMINATION:** This Agreement shall expire at 11:59 p.m. on May 31, 2020. This Agreement shall automatically renew for successive one (1) year periods unless a Party gives written notice to the other Parties of the Party's intent to withdraw from this Agreement. A Party's withdrawal from this Agreement shall also constitute withdrawal of that Party from the Joint Licensing Program. Any notice by a Party to withdraw from this Agreement shall be given in writing to the other Parties at least ninety (90) days prior to the date when the said Party intends to withdraw from the Agreement . The Licenses issued prior to the date when the said Party withdrawal from the Agreement becomes effective and any Licenses issued following the date of such Party's withdrawal shall have no force or effect within the withdrawing Party's jurisdictional boundaries as of and after the effective date of the Party's withdrawal from the Agreement. Upon withdrawal from this Agreement, the withdrawing Party shall have the right and authority to regulate Bike Companies and the deployment, use and parking of Dockless Bikes within the withdrawing Party's jurisdictional boundaries in such manner as the withdrawing Party deems appropriate.

**SECTION 9 – ADDITIONAL PARTIES:** The Parties agree that additional units of government may join the Joint Licensing Program upon such terms and conditions as the Parties agree, which may include but may not be necessarily be limited to the execution of a copy of this Agreement. In the event that the Parties agree to allow another unit of government to join the Joint Licensing Program, the Parties shall amend this Agreement to reflect the addition of the new participant and that participant shall become a party to this Agreement. Any fees which are to be apportioned among the Parties, including the new participants shall be apportioned pursuant to the Parties’ agreement.

**SECTION 10 – DEFAULT AND CURE:** In the event of a default by any Party (“Defaulting Party”), another Party (“Non-Defaulting Party”) may give written notice to the Defaulting Party of such default. The notice of default shall (i) describe the nature of the default; (ii) identify the particular section of this Agreement believed to be in default; and (iii) give the Defaulting Party a reasonable date specific in which to cure such default. Within five (5) business days of the effective date of the notice of default the Defaulting Party shall inform the Non-Defaulting Party in writing that (i) the default has been cured and the means by which the default was cured; (ii) the Defaulting Party cannot cure the default within the time provided in the Non-Defaulting Party’s notice of default, in which case the Defaulting Party shall provide the reasons therefore as well as a date by which the default will be cured; or (iii) provide evidence insofar as why the Defaulting Party believes that no default has in fact occurred.

**SECTION 11 – NOTICES:** Any notice required to be given or information required to be provided by this Agreement shall be deemed effective at the times hereinafter provided:

If notice is given by First Class U.S. Mail, said notice shall be deemed effective four (4) business days after placement in a properly addressed and stamped envelope and posting with the United States Postal Service.

If notice is given by courier service or in person, said notice shall be deemed effective one (1) business day after placement with a recognized courier service or hand delivery.

If notice is given by facsimile, said notice shall be deemed effective one (1) business day after transmission if the sender's transmitting fax machine provides a printed receipt that the notice was received by person to it was directed.

Notices shall be addressed as follows:

**City of Champaign**  
Attn: City Manager  
102 N. Neil St.  
Champaign, IL 61820

**City of Urbana**  
Attn: Mayor  
400 S. Vine St.  
Urbana, IL 61801

**University of Illinois**  
Attn: Comptroller  
349 Henry Administration Bldg.  
Urbana, IL 61801

**SECTION 12 – AMENDMENTS:** This Agreement may be amended from time to time by the unanimous consent and execution of any such amendment by the Parties.

**SECTION 13 – MISCELLANEOUS PROVISIONS:**

**a. Warranties:** Each Party represents and warrants to the other Parties that it has the authority to enter into and execute this Agreement and is not under any obligation to any third party that would conflict with this Agreement.

**b. Entirety:** This Agreement constitutes the entire understandings by and between the Parties regarding the subject matter of this Agreement and this Agreement shall supersede any and all prior agreements, whether oral or in writing, regarding the subject matter of this Agreement.

**c. Execution/Multiple Parts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one

and the same instrument. The signature of any Party may be evidenced by an electronic or facsimile copy of this Agreement bearing such signature, and such signature shall be valid and binding as if an original executed copy of the Agreement has been delivered.

[ END OF AGREEMENT. SIGNATURES FOLLOW. ]

**IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

By: Amit Ghosh 7/11/18  
Comptroller Amit Ghosh  
by ~~Amrita Ghosh~~, Director Purchasing  
APPROVED AS TO FORM:

By: N/A  
University Counsel

**CITY OF CHAMPAIGN, ILLINOIS**

By: Dorothy David  
Dorothy David, City Manager

APPROVED AS TO FORM:

By: Tom Lu  
Asst. City Attorney

**CITY OF URBANA, ILLINOIS**

By: *Diane Wolfe Marlin*  
Diane Wolfe Marlin, Mayor

APPROVED AS TO FORM:

By: *[Signature]*  
City Attorney