

ROUTE 66 GRANT FY24 (24-336001)

**EV CHARGING STATIONS AGREEMENT
BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU
AND CITY OF JOLIET**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this _____ day of _____, 2024, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and City of Joliet (an Illinois municipality) (hereinafter "CITY"), whose address is 150 W. Jefferson Street; Joliet, IL 60432.

RECITALS

WHEREAS, CVB is an Illinois not-for-profit organization that partners with destinations to promote the historic I&M Canal National Heritage Area, Starved Rock Country, and The First Hundred Miles of Illinois Route 66, and

WHEREAS, the State of Illinois has made grant funds available to Illinois CVBs for the purpose of promoting tourism and celebrating the 100th Anniversary of Route 66, which includes attraction development along historic Route 66, and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of installing EV Charging Stations as part of the Route 66 project, no federal funds will be used; and

WHEREAS, CVB will provide funding for costs associated with the design, purchase, and installation of EV charging stations at the Old Joliet Prison (and possibly Route 66 Park Broadway Greenway);

WHEREAS, as consideration for the project management (including grant reporting) of said EV Charging Stations, the CITY agrees to a one-time payment of three thousand dollars (\$3,000) to CVB to cover project management costs. CITY agrees to make the one-time payment on or before May 15, 2024.

WHEREAS, CITY maintains the Old Joliet Prison (1125 Collins Street) and owns the Broadway Greenway property (920 N. Broadway) where Rich & Creamy Ice Cream Shop is located. Both are already popular stops along Illinois Route 66. EV stations/chargers are not currently located in these locations. These stations will allow visitors to explore the area longer to shop, dine and explore the local attractions while charging EVs during their road-trip experience.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. The term of this agreement shall commence on or before January 1, 2024, and shall continue through June 30, 2024 unless sooner terminated in whole or in part according to the terms of the agreement. The EV charging stations must be purchased and installed by June 30, 2024.
2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000. CITY will provide documentation: (1) copy of the RFP; (2) brief explanation of RFP advertising plan; (3) selection criteria/scoring sheet; and (4) vendor contract. CITY will provide

statement authorizing payment to preferred vendor to CVB along with the above documentation. CITY may request vendor deposit payments up to 50% down by March 31, 2024, with balances due no later than May 31, 2024. Three bids are recommended; however, minimum two bids are required.

3. CITY will provide signage at the EV charging stations indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and include the logos of Enjoy Illinois, CVB, CITY, and JAHM. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
4. CITY must submit monthly performance reports along with pictures of the progress of the project. Reports should include the progress of the job, % of completion, and projected completion date. Reports are due the 10th day of the month for project work the previous month, starting April 10.
5. CVB shall not be liable for any injury or death occurring in or about the Old Joliet Prison and Route 66 Broadway Greenway Park exhibit/Rich & Creamy Ice Cream Shop area (where said EV chargers will be placed) or for injury or death that is caused because of the condition of the exhibit itself. CVB shall not be liable for repair, replacement, or maintenance of the EV charging stations after initial delivery and installation to the CITY.
6. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use/establishment of the EV charging stations.
7. The Parties hereby acknowledge that the approximate costs for EV charging stations are Route 66 grant eligible expenses not to exceed \$117,000 to the "contractual" grant expense category. Costs up to \$117,000 will be provided/paid by the CVB on behalf of CITY. CITY will be financially responsible for expenses exceeding the initial \$117,000 Route 66 Grant eligible expenses.

MOU/contract must be signed/executed by April 15, 2024 with payments and work completed by June 30, 2024.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

CITY OF JOLIET
Beth Beatty, City Manager

DATE _____


HERITAGE CORRIDOR CVB BY ITS AUTHORIZED AGENT
Robert Navarro, President & CEO

DATE 3.20.2024

2024-03-15