

ADVERTISING TRANSIT SHELTER AGREEMENT

This advertising transit shelter agreement (“Agreement”) is entered among Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”); the City of Joliet, an Illinois municipal corporation (“City”); and Presence Central and Suburban Hospitals Network currently doing business as Presence Saint Joseph Medical Center and formerly doing business as Provena St. Joseph Medical Center, an Illinois not-for-profit corporation (“SJMC”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

Pace and the City are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

SJMC is the sole titleholder of the real property located at 333 N. Madison Street, Joliet, Illinois 60435 (“333 Property”) and 330 N. Madison Street, Joliet, Illinois 60435 (“330 Property”) (the 333 Property and the 330 Property are sometimes individually referred to as a “Property” and collectively referred to as the “Properties” in this Agreement).

On July 8, 2015, Pace, the City, Provena St. Joseph Medical Center, and Titan Outdoor (“Titan”) entered into an advertising transit shelter agreement (“2015 Agreement”) regarding a Pace-owned advertising transit shelter on the 333 Property (“West-Side Shelter”) and a Pace-owned advertising transit shelter on the 330 Property (“East-Side Shelter”) (the West-Side Shelter and the East-Side Shelter are sometimes individually referred to as a “Shelter” and collectively referred to as the “Shelters” in this Agreement).

Titan is a party to the 2015 Agreement by virtue of its agreement with Pace for the acquisition, installation, and maintenance of passenger shelters within Pace’s service region and for the sale of advertising space on those shelters.

Titan is no longer providing passenger shelter-related services to Pace as its agreement with Pace has expired.

On October 3, 2022, Pace terminated the 2015 Agreement effective October 10, 2022.

An agreement is needed to establish the respective rights and obligations of Pace, the City, and SJMC regarding the Shelters.

The parties agree as follows:

1. **Grant and Scope of Licenses.** SJMC grants to Pace and its directors, officers, agents, employees, contractors, and subcontractors (“Pace Licensees”) a non-exclusive license to use that portion of each of the Properties, as depicted in exhibit A, for Shelter-related construction, installation, maintenance, repair, replacement, and/or removal, including installation, maintenance, repair, replacement, and/or removal of an electronic bus tracker sign (“Sign”) on each Shelter; installation, maintenance, repair, replacement, and/or removal of the freestanding solar panel depicted in exhibit A (“FSP”); connection of Shelter lighting and Signs to and disconnection of Shelter lighting and Signs from their respective power source; display and removal of Shelter advertising; affixation of Pace static bus route information and/or detour notices to the Shelters; Property restoration; and any repair and maintenance of the light pole depicted in exhibit A (“Light Pole”) that Pace Licensees may perform, in Pace’s sole discretion, pursuant to paragraph 13(b) (“Pace License”). SJMC shall: (a) allow the public to use the Shelters in connection with boarding and alighting from Pace buses and to use other portions of the Properties as may reasonably be required for access to and from the Shelters and Signs; (b) allow Pace Licensees to use other portions of the Properties as may reasonably be required for access to and from the Shelters, Signs, FSP, and Light Pole; (c) prevent obstruction of or interference with access to and from the Shelters, Signs, FSP, and Light Pole; and (d) prevent the Shelters from being used for any purpose other than as Pace advertising transit shelters.

SJMC grants the City and its directors, officers, agents, employees, contractors, and subcontractors (“City Licensees”) a non-exclusive license to use that portion of each of the Properties, as depicted in exhibit A, for any disconnection, removal, and restoration that City Licensees may perform, in the City’s sole discretion, pursuant to paragraphs 14(b) and 15(b) (“City License”). SJMC shall allow City Licensees to use other portions of the Properties as may reasonably be required for access to and from the Shelters, Signs, FSP, and Light Pole.

The Pace License and the City License are sometimes individually referred to as a “License” and collectively referred to as the “Licenses” in this Agreement. SJMC will not be entitled to any payment for the Licenses.

2. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement (“Effective Date”). If a party signs this Agreement but fails to date its signature, the date that the last of the other parties receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

3. **Term.** This Agreement will remain in effect for an initial term of three years following the Effective Date (“Initial Term”) and will thereafter continue in full force and effect unless terminated in accordance with this Agreement.

4. **License Revocation.** SJMC may revoke the Licenses only after expiration of the Initial term and upon 90 days’ advance written notice to the other parties.

5. **Shelter Ownership.** The Shelters are and will remain the sole property of Pace. Neither the City nor SJMC shall assert any claim to or otherwise affect Pace’s ownership of any Shelter.

6. **Shelter Concrete Pad.** The Shelter concrete pad installed on a Property is and will remain part of that Property. SJMC, at no cost or expense to Pace or the City, will be solely responsible for the administration, control, reconstruction, and maintenance of the Shelter concrete pad on a Property. The term “concrete pad” as used in this Agreement may include any sidewalk, shared-use path, or other paved area that may be required under the Americans with Disabilities Act and implementing regulations in connection with a Shelter.

7. **Shelter Lighting and Utility Charges.** Pace, in its sole discretion, may secure or cause to have secured a licensed electrician to:

- (a) disconnect the West-Side Shelter lighting from the West-Side Shelter solar panel and connect that lighting to the Light Pole in accordance with applicable building codes; and/or
- (b) connect the East-Side Shelter lighting to the FSP in accordance with applicable building codes.

Pace, at no cost to the City or SJMC, shall obtain or cause to have obtained any necessary permits for the disconnection and connection specified in this paragraph 7.

In the event the West-Side Shelter lighting is connected to the Light Pole, SJMC will be responsible for the timely payment of all utility charges for electrical service to that lighting.

8. **Sign Locations, Style, and Specifications.** The Sign locations are depicted in exhibit A. The Sign style is depicted in exhibit B. The Sign specifications are depicted in exhibit C.

9. **Sign and FSP Purchase and Ownership.** Pace, at no cost to the City or SJMC, shall purchase the Signs and the FSP, which will be the sole property of Pace. Neither the City nor SJMC shall assert any claim to or otherwise affect Pace's ownership of the Signs and/or the FSP.

10. **Sign Installation and Utility Charges.** Pace, at no cost to the City or SJMC, shall:

- (a) secure or cause to have secured a licensed electrician to install a Sign on the West-Side Shelter and connect that Sign to the Light Pole, as depicted in exhibit A, in accordance with applicable building codes;
- (b) secure or cause to have secured a licensed electrician to install a Sign on the East-Side Shelter, install the FSP, and connect that Sign to the FSP, as depicted in exhibit A, in accordance with applicable building codes; and
- (c) obtain or cause to have obtained any necessary permits for the installation and connection specified in this paragraph 10.

SJMC will be responsible for the timely payment of all utility charges for electrical service to the West-Side Shelter Sign.

11. **Shelter Repair and Maintenance.** Pace, at no cost or expense to the City or SJMC, shall perform or cause to have performed: (a) Shelter repair and/or removal within two business days after notification from the City or SJMC that a Shelter is damaged if Pace, in its sole and reasonable discretion, determines that the Shelter's condition presents a threat to public safety or as soon as practicable after such notification if Pace, in its sole and reasonable discretion, determines that the Shelter's condition does not present a threat to public safety; (b) Shelter replacement in the event of Shelter removal pursuant to this paragraph; (c) Shelter maintenance, including cleaning and removal of debris and garbage no less than once per week; and (d) Shelter snow removal within seven days after any snowfall of more than two inches.

12. **Sign Repair and Maintenance.** Pace, at no cost or expense to the City or SJMC, shall perform or cause to have performed: (a) Sign repair and/or removal within two business days after notification from the City or SJMC that a Sign is damaged if Pace, in its sole and reasonable discretion, determines that the Sign's condition presents a threat to public safety or as soon as practicable after such notification if Pace, in its sole and reasonable discretion, determines that the Sign's condition does not present a threat to public safety; (b) Sign replacement in the event of Sign removal pursuant to this paragraph; and (c) Sign maintenance. The term Sign when used in this paragraph includes the FSP.

13. **Electrical Connection and Light Pole Repair and Maintenance.**

- (a) Pace, at no cost or expense to the City or SJMC, shall secure or cause to have secured a licensed electrician to perform repair and maintenance of the electrical connection from Shelter lighting and Signs to their respective power source.
- (b) SJMC, at no cost or expense to Pace or the City, shall secure or cause to have secured a licensed electrician to perform Light Pole repair and maintenance. In the absence of that repair and maintenance, Pace, in its sole discretion and upon 10 days' prior written notice to SJMC, may secure or cause to have secured a licensed electrician to perform that repair and maintenance in which event SJMC will be obligated to reimburse Pace for the actual, reasonable cost of that repair and maintenance within 30 days after receipt of an invoice and documentation substantiating the invoice from Pace.

14. **Shelter Removal.**

- (a) Pace, in its sole discretion and at no cost to the City or SJMC, may temporarily or permanently remove or cause to have removed a Shelter upon prior written notice to the City and SJMC. If the Shelter is temporarily removed, Pace shall reinstall or cause to have reinstalled the Shelter as soon as practicable at no cost to the City or SJMC.
- (b) Within 90 days after termination of this Agreement, Pace shall secure or cause to have secured a licensed electrician to disconnect Shelter lighting from its power source, shall remove or cause to have removed each Shelter, and shall restore or cause to have restored the area upon which each Shelter was located to the same condition as existed prior to Shelter installation, ordinary wear and tear, concrete pad, and underground conduit and electrical wiring excluded. In the absence of Pace's disconnection, removal, and restoration in accordance with this paragraph 14(b), the City or SJMC may perform or cause to have performed that disconnection, removal, and restoration. SJMC shall allow Pace Licensees and City Licensees to continue to use the Properties for purposes of performing that disconnection, removal, and restoration. Pace will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event Pace terminates this Agreement. The City will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event the City terminates this Agreement. SJMC will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event SJMC revokes the Licenses or otherwise terminates this Agreement.

15. **Sign Removal.**

- (a) Pace, in its sole discretion and at no cost to the City or SJMC, may temporarily or permanently remove or cause to have removed a Sign upon prior written notice to the City and SJMC. If a Sign is temporarily removed, Pace shall reinstall or cause to have reinstalled the Sign as soon as practicable at no cost to the City or SJMC. Pace, at no cost to the City or SJMC, shall secure or cause to have secured a licensed electrician to perform any such Sign removal and reinstallation, including disconnection of a Sign from and reconnection of a Sign to its power source.
- (b) Within 90 days after termination of this Agreement, Pace shall secure or cause to have secured a licensed electrician to perform Sign and FSP removal, including disconnection of each Sign from its power source, and shall restore or cause to have restored the areas upon which each Sign and the FSP were located to the same condition as existed prior to Sign and FSP installation, ordinary wear and tear and underground electrical conduit and wiring excluded. In the absence of Pace's disconnection, removal, and restoration in accordance with this paragraph 15(b), the City or SJMC may perform or cause to have performed that disconnection, removal, and restoration. SJMC shall allow Pace Licensees and City Licensees to continue to use the Properties for purposes of performing that disconnection, removal, and restoration. Pace will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event Pace terminates this Agreement. The City will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event the City terminates this Agreement. SJMC will be responsible for the actual, reasonable cost of that disconnection, removal, and restoration in the event SJMC revokes the Licenses or otherwise terminates this Agreement.

16. **Sign Information and Shelter Graphics.** Pace will have exclusive control of the content displayed on the Signs. Such content includes but is not limited to Pace bus arrival and departure information, service alerts, emergency messages, and other passenger information.

Pace, at no cost to the City or SJMC, may affix or cause to have affixed Pace static bus route information graphics and/or detour notices to the Shelters.

17. **Shelter Advertising and Revenue.** Advertising on a Shelter must conform to Pace's Advertising Guidelines ("Guidelines"), which are incorporated into and made a part of this Agreement by this reference. No paid advertisements for alcoholic beverage product, tobacco product, and healthcare provider advertising will be displayed on a Shelter. Pace shall install and remove or cause to have installed and removed all Shelter advertising.

The City will have the right to advertise community events or other public service notices ("City's Advertising") on a Shelter if the advertising space on the Shelter is unsold. In such cases, the City shall obtain Pace's prior written approval of the City's Advertising and pay all costs associated with the design and production of the City's Advertising. Further, the City, at its own cost, shall deliver or cause to have delivered to Pace, or such other person or entity designated by Pace, the City's Advertising for display on the Shelter.

SJMC will receive a pro rata share of one-half (1/2) of Pace's share of total net income for paid advertising (not including net income for alcohol beverage product advertising) on all Pace advertising transit shelters. Pace shall annually pay any advertising revenue due to SJMC pursuant to this paragraph. Such payments will be made to SJMC in March of the next succeeding year after any year in which Pace receives advertising revenue from the Shelters. "Net income" is defined as the revenue paid to Pace by Pace's advertising contractor. "Pro rata share" is equal to the quotient obtained by dividing the number of Shelters on the Properties by the number of all Pace advertising transit shelters.

SJMC shall complete IRS Form W-9 and provide it to Pace upon SJMC's execution of this Agreement and at such other times as Pace may request in writing.

18. **Indemnification.** The City shall indemnify and defend Pace, the Regional Transportation Authority, SJMC, and their respective directors, officers, employees, agents, contractors, and subcontractors, from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from the City's intentional or negligent acts or omissions concerning the performance of any of the City's obligations under this Agreement. SJMC shall indemnify and defend Pace, the Regional Transportation Authority, the City, and their respective directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from SJMC's intentional or negligent acts or omissions concerning the Properties, including Shelter concrete pads, and/or the performance of any of SJMC's obligations under this Agreement. Pace shall indemnify and defend the City, SJMC, and their respective directors, officers, employees, agents, contractors, and subcontractors from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, for personal injury, loss of life, or property damage resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses incidental to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph.

19. **Insurance.** Throughout the term of this Agreement and for a period of one year thereafter:

- (a) Pace shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000 that also includes a Personal and Advertising Injury Limit of not less than \$1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, and \$1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and

(iv) Umbrella Liability Insurance with limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Pace shall name or cause to be named the City and SJMC as additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.

- (b) The City shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000 that also includes a Personal and Advertising Injury Limit of not less than \$1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, and \$1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. The City shall name or cause to be named the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and SJMC as an additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.
- (c) SJMC shall maintain or cause to be maintained: (i) Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000 that also includes a Personal and Advertising Injury Limit of not less than \$1,000,000; (ii) Business Automobile Liability Insurance with a Combined Single Limit of not less than \$1,000,000 per accident for bodily injury and property damage combined; (iii) Workers' Compensation Insurance with limits of Coverage A – Statutory Benefits and Coverage B – Employers Liability of \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, and \$1,000,000 Disease-Policy Limit, including a Workers' Compensation Waiver of Subrogation; and (iv) Umbrella Liability Insurance with limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. SJMC shall name or cause to be named the Regional Transportation Authority (RTA), Pace, the Suburban Bus Division of the RTA, and the City as additional insured on the Commercial General Liability and Business Automobile Liability Insurance policies.

Any company writing insurance that the parties are required to maintain under this paragraph must at all times have at least an A.M. Best's rating of A-VII. Upon written request, each party shall provide written proof of the insurance required of that party under this paragraph to the requesting party.

20. **Termination.**

- (a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing the other parties with written notice of termination, including the effective date of the termination.
- (b) After expiration of the Initial Term, a party may terminate this Agreement upon 90 days' advance written notice to the other parties. The termination will be effective on the 90th day following the date on which that notice is deemed effective pursuant to paragraph 32.

- (c) This Agreement will terminate in the event SJMC revokes the Licenses in accordance with paragraph 4. The termination will be effective on the 90th day following the date on which SJMC's written notice of revocation to the other parties is deemed effective pursuant to paragraph 32.

21. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

22. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

23. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

24. **Binding Effect.** This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns. This Agreement is also binding upon each and every person and/or entity acquiring an ownership interest in all or any portion of a Property but only during such person's and/or entity's ownership.

25. **Change in Ownership.** No later than two business days prior to a change in ownership in all or any portion of a Property, the then current owner(s) of the Property must provide Pace with written notice of the change. The notice must include the effective date of the change, the name of and contact information for each person and/or entity that will have an ownership interest in the Property after the change, the percentage of each person's and/or entity's ownership interest in the Property after the change, and any written documentation evidencing the change.

26. **Entire Agreement.** This Agreement, including the introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

27. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

28. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

29. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

30. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other parties.

31. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

32. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Manager, External Relations

Email address: douglas.sullivan@pacebus.com

If to City:

City of Joliet
150 W. Jefferson Street
Joliet, Illinois 60432
Attention: Office of the City Manager

Email address: citymanager@joliet.gov

If to SJMC:

Presence Central and Suburban Hospitals Network
d/b/a Presence Saint Joseph Medical Center
333 N. Madison Street
Joliet, Illinois 60435
Attention: Executive Assistant to President/Chief Medical Officer/
Human Resource Director/Physician Advisor

Email address: barbara.pejkovich@ascension.org

33. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other parties of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to the other parties, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

34. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this Agreement.

35. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

36. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

37. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

CITY

By: _____
Signature

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

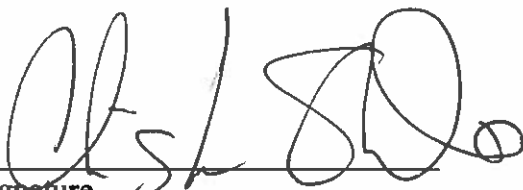
Title: Executive Director

Title: _____

Date: _____

Date: _____

SJMC

By: 
Signature

Print Name: Christopher Shride

Title: President

Date: 2/7/23

EXHIBIT A

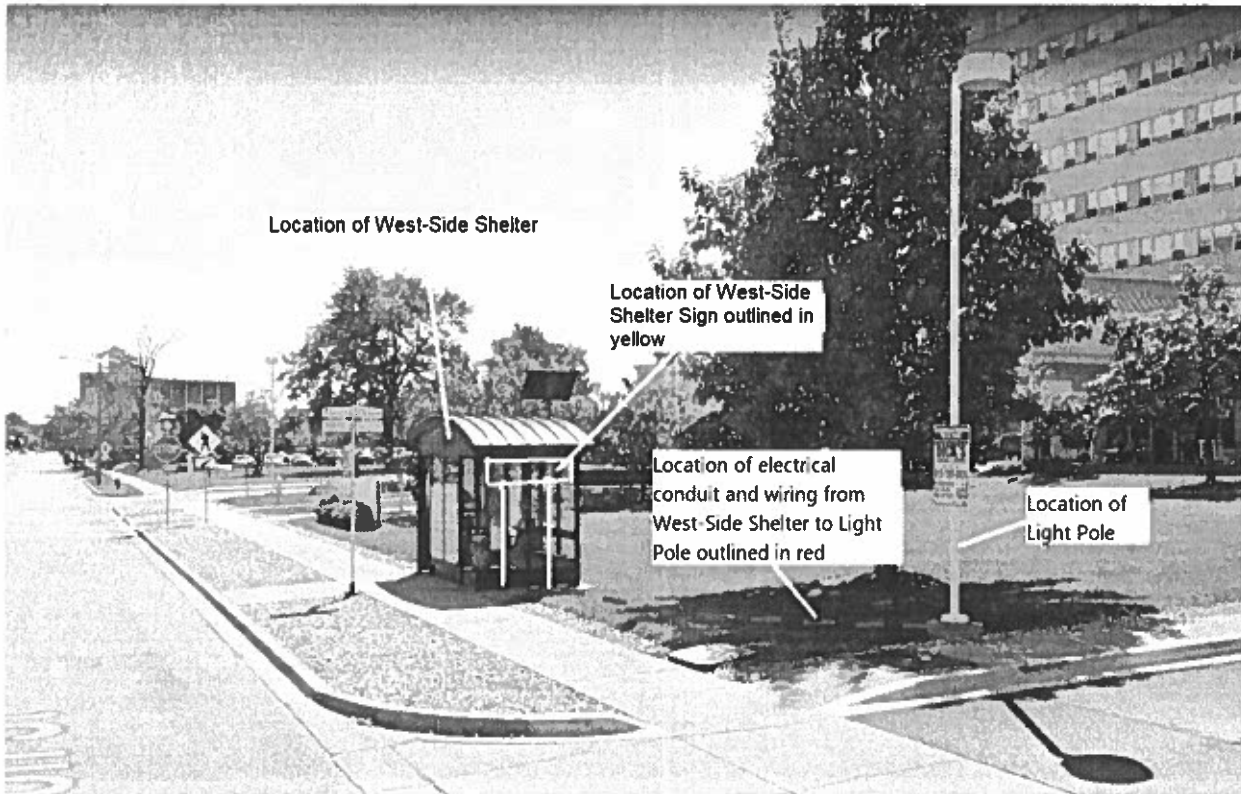
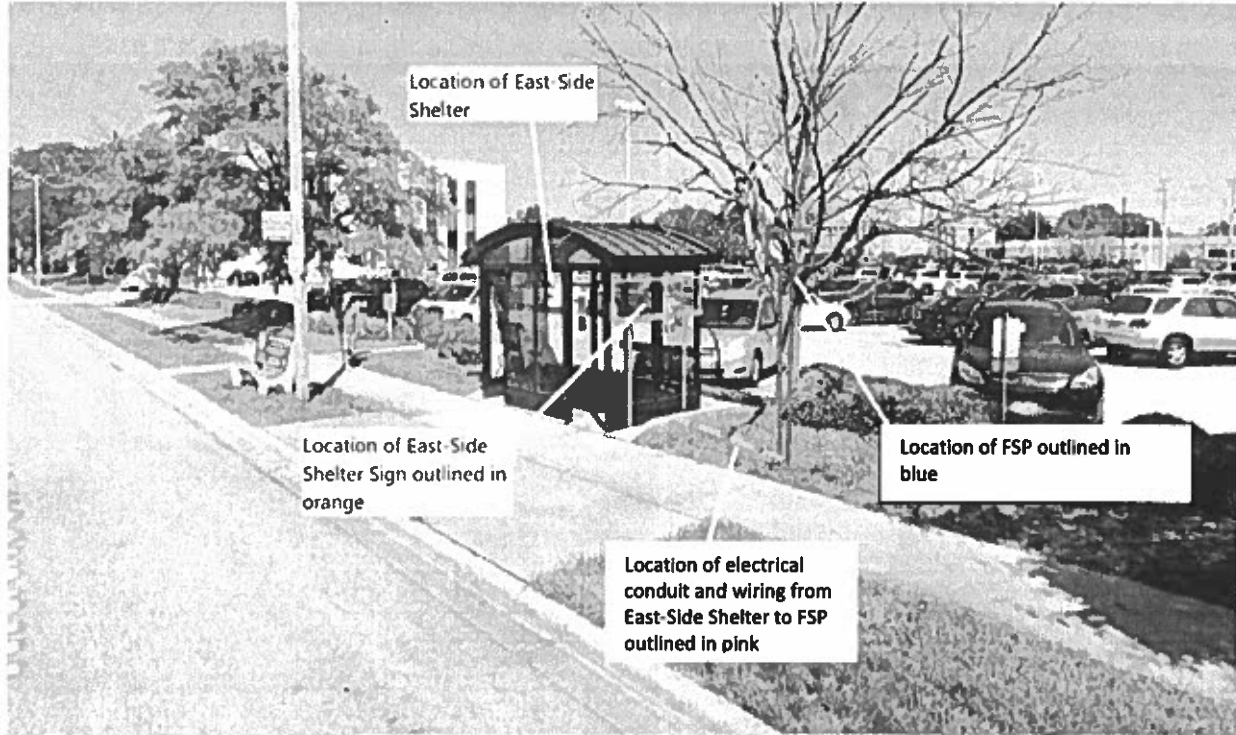
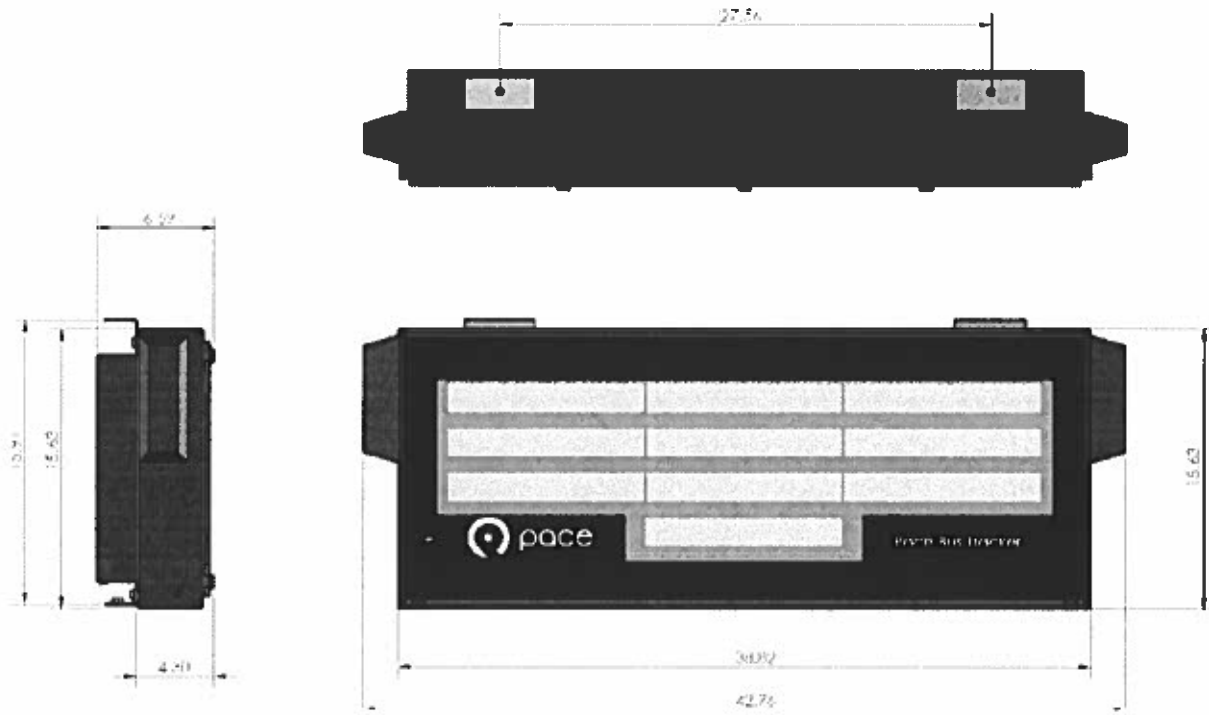


EXHIBIT B



EXHIBIT C

Sign dimensions:



Sign dimensions in inches

Sign weight = 48.5 lbs.