

## **ADVERTISING TRANSIT SHELTER AGREEMENT**

This advertising transit shelter agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the City of Joliet, an Illinois municipal corporation (“Municipality”).

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.

The parties 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.

On December 5, 2011, Pace, Municipality, and Titan Outdoor (“Titan”) entered into an advertising transit shelter agreement for the installation and maintenance of Pace-owned advertising transit shelters within Municipality (“2011 Agreement”).

The location of each existing Pace advertising transit shelter installed completely within various rights-of-way within Municipality (“ROWS”) with no part being installed on privately owned property (“Existing Shelters”) is identified in Exhibit A.

Titan is a party to the 2011 Agreement by virtue of its 2001 contract with Pace for the acquisition, installation, and maintenance of transit shelters within Pace’s service region and for the sale of advertising space on those shelters (“2001 Contract”).

Titan is no longer providing passenger shelter-related services to Pace under the 2001 Contract as the 2001 Contract has expired.

The 2011 Agreement was terminated effective June 24, 2024.

The parties want to enter into a new agreement to set forth their respective rights and obligations regarding Existing Shelters and any new advertising transit shelters installed completely within various ROWs with no part being installed on privately owned property (“New Shelters”). The terms “Existing Shelters” and “New Shelters” are sometimes individually referred to as a “Shelter” and collectively referred to as the “Shelters” in this Agreement.

Each Shelter may, in Pace’s sole discretion, include such Shelter-related amenities as bus stop sign(s), a bench, trash receptacle(s), solar panel(s), an electronic bus tracker sign (“BTS”), and lighting, all of which will be considered part of the Shelter.

The parties agree as follows:

1. **Grant and Scope of License.** Municipality grants a non-exclusive license to Pace and its directors, officers, agents, employees, contractors, and subcontractors (collectively, “Licensees”) to use the ROWs for Shelter-related construction, installation, maintenance, repair, replacement, relocation, and/or removal, including the display of advertising on the Shelters, ROW restoration, the affixation of Pace static bus route information and/or detour notices to the Shelters, electrical wiring and conduit installation, maintenance, and repair, and any ROW power source maintenance and repair that Licensees may perform, in Pace’s sole discretion, pursuant to paragraph 11 and/or paragraph 12 (“License”). Municipality shall: (a) allow the public to use the Shelters in connection with boarding and alighting from Pace buses and to use such other portions of the ROWs as may reasonably be required for access to and from the Shelters; (b) allow Licensees to use such other portions of the ROWs as may reasonably be required for access to and from the Shelters; (c) prevent obstruction of or interference with access to and from the Shelters; and (d) prevent the Shelters from being used for any purpose other than as Pace advertising transit shelters. Municipality will not be entitled to any payment for the License.
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 other party 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 10 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.** Municipality may revoke the License only after expiration of the Initial Term and upon 90 days’ advance written notice to Pace.
5. **New Shelter Style and Location.** Prior to the purchase of a New Shelter, Pace shall notify Municipality of the New Shelter design options currently available, and Municipality shall select one of those options and notify Pace of the selection. The parties shall mutually agree upon each New Shelter location and shall identify that location in Exhibit B through amendment to this Agreement.
6. **New Shelter Purchase.** Pace, at no cost to Municipality, shall purchase each New Shelter.
7. **Shelter Ownership.** Each Shelter is and will be the sole property of Pace. Municipality shall not assert any claim to or otherwise affect Pace’s ownership of any Shelter.
8. **Permits.** Pace shall obtain or cause to have obtained any necessary permits for Shelter-related work that Licensees perform under this Agreement and for any ROW power source maintenance and repair that Licensees may perform, in Pace’s sole discretion, pursuant to paragraph 11 and/or paragraph 12.

Municipality shall obtain or cause to have obtained any necessary permits for ROW power source maintenance and repair pursuant to paragraph 11 and/or paragraph 12.

9. **Shelter Concrete Pad.** For each New Shelter, Pace, in its sole discretion, may install or cause to have installed the concrete pad for the New Shelter at no cost to Municipality, may use an existing concrete pad for the New Shelter, or may use a concrete pad that Municipality or a third party installs or causes to have installed for the New Shelter at no cost to Pace. Each New Shelter concrete pad will be in accordance with Pace's specifications and applicable building codes and provisions of the Americans with Disabilities Act and implementing regulations.

Each Shelter concrete pad will be part of the ROW upon which that concrete pad is installed. Municipality, at no cost or expense to Pace, will be solely responsible for the administration, control, reconstruction, and maintenance of each Shelter concrete pad. The term "concrete pad" as used in this Agreement may include any sidewalk, shared-use path, or such other paved area that may be required under the Americans with Disabilities Act and implementing regulations in connection with a Shelter.

10. **New Shelter Construction and Installation.** Pace, at no cost to Municipality, shall construct and install or cause to have constructed and installed each New Shelter in accordance with applicable building codes.

11. **Shelter Lighting.** Municipality acknowledges that Pace, in its sole discretion, may: (a) install or cause to have installed a solar-powered lighting unit on a Shelter or (b) hardwire or cause to have hardwired the lighting unit of a Shelter to the nearest ROW power source.

In the event of such hardwire: (c) Pace shall secure a licensed electrical contractor to perform maintenance and repair of the electrical wiring and conduit connecting the Shelter lighting unit to the ROW power source and to cover or otherwise protect the wiring from tampering upon Shelter removal pursuant to paragraph 14, paragraph 15, and/or paragraph 16, and (d) Municipality shall secure a licensed electrical contractor to perform maintenance and repair of the ROW power source to which that electrical wiring and conduit are connected and shall timely pay all charges for electrical service to the Shelter lighting unit.

In the event Municipality fails to secure a licensed electrical contractor to perform the ROW power source maintenance and/or repair work specified in this paragraph 11, Pace may, upon 10 days' prior written notice to Municipality, secure a license electrical contractor to perform that ROW power source maintenance and/or repair work; provided, however, Municipality will have the opportunity to cure its failure within that 10-day period. Municipality shall reimburse Pace for the actual, reasonable cost of that ROW power source maintenance and/or repair work within 30 days after receipt of a written invoice and documentation substantiating the invoice from Pace.

12. **Shelter BTS.** Municipality acknowledges that Pace, in its sole discretion, may install or cause to have installed a BTS on a Shelter and may: (a) connect or cause to have connected the BTS to the Shelter's solar panel or to a freestanding solar panel installed adjacent to the Shelter or (b) hardwire or cause to have hardwired the BTS to the nearest ROW power source.

In the event of such hardwire: (c) Pace shall secure a licensed electrical contractor to perform maintenance and repair of the electrical wiring and conduit connecting the BTS to the ROW power source and to cover or otherwise protect the wiring from tampering upon Shelter removal pursuant to paragraph 14, paragraph 15, and/or paragraph 16, and (d) Municipality shall secure a licensed electrical contractor to perform maintenance and repair of the ROW power source to which that electrical wiring and conduit are connected and shall timely pay all charges for electrical service to the BTS.

In the event Municipality fails to secure a licensed electrical contractor to perform the ROW power source maintenance and/or repair work specified in this paragraph 12, Pace may, upon 10 days' prior written notice to Municipality, secure a license electrical contractor to perform that ROW power source maintenance and/or repair work; provided, however, Municipality will have the opportunity to cure its failure within that 10-day period. Municipality shall reimburse Pace for the actual, reasonable cost of that ROW power source maintenance and/or repair work within 30 days after receipt of a written invoice and documentation substantiating the invoice from Pace.

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

Pace, at no cost to Municipality, may affix or cause to have affixed Pace static bus route information graphics and/or detour notices to each Shelter.

14. **Shelter Repair and Maintenance.** Pace, at no cost or expense to Municipality, shall perform or cause to have performed: (a) Shelter repair and/or removal within two business days after notification from Municipality that a Shelter is damaged if Pace, in its sole 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 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 14; (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.

15. **Shelter Relocation.** Notwithstanding anything to the contrary in paragraph 5, Pace, in its sole discretion and at no cost to Municipality, may relocate an installed Shelter to another location within the same ROW or to a different ROW upon prior notice to Municipality. Within 90 days after that relocation, Pace, at no cost to Municipality, shall restore or cause to have restored the area upon which the Shelter was located to the same condition as existed prior to the Shelter's installation, excluding ordinary wear and tear, Shelter concrete pad, and electrical conduit and wiring installed pursuant to paragraph 11 and/or paragraph 12. In the absence of Pace's restoration as specified in this paragraph 15, Municipality may perform or cause to have performed that restoration in which event Pace will be obligated to reimburse Municipality for the actual, reasonable cost of that restoration within 30 days after receipt of an invoice and documentation substantiating the invoice from Municipality.

16. **Shelter Removal.**

- (a) Pace, in its sole discretion and at no cost to Municipality, may temporarily or permanently remove or cause to have temporarily or permanently removed an installed Shelter upon prior notice to Municipality. If an installed Shelter is temporarily removed, Pace shall reinstall or cause to have reinstalled the Shelter as soon as practicable at no cost to Municipality.

- (b) Within 90 days after termination of this Agreement, Pace shall remove or cause to have removed the Shelters 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, excluding ordinary wear and tear, Shelter concrete pads, and electrical conduit and wiring installed pursuant to paragraph 11 and/or paragraph 12. Municipality shall allow Licensees to continue to use the ROWs for purposes of performing that removal and restoration. In the absence of Pace's removal and restoration as specified in this paragraph 16(b), Municipality may perform or cause to have performed that removal and restoration. Pace will be responsible for the actual, reasonable cost of that removal and restoration in the event Pace terminates this Agreement. Municipality will be responsible for the actual, reasonable cost of that removal and restoration in the event Municipality revokes the License or otherwise terminates this Agreement.

17. **Shelter Advertising and Revenue.** Advertising on a Shelter must conform to Pace's Advertising Guidelines, which are incorporated into and made a part of this Agreement by this reference. Municipality does not approve of alcoholic beverage product advertising on Shelters. Pace shall install and remove or cause to have installed and removed all Shelter advertising.

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

Municipality 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 whether such shelters are located within or outside of Municipality. If Municipality approves of alcohol beverage product advertising on Shelters, Municipality will receive a pro rata share of one-half (1/2) of Pace's share of total net income for paid alcohol beverage product advertising on all Pace advertising transit shelters whether such shelters are within or outside of Municipality. Pace shall annually pay any advertising revenue due to Municipality pursuant to this paragraph 17. Such payments will be made to Municipality in March of the next succeeding year after any year in which Pace receives advertising revenue from the Shelter(s). "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 in the ROWs by the number of all Pace advertising transit shelters.

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

18. **Indemnification.** Municipality shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, 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 Municipality's intentional or negligent acts or omissions concerning the ROWs, including Shelter concrete pads and any ROW power source to which a Shelter lighting unit and/or BTS may be connected, and/or the performance of any of Municipality's obligations under this Agreement. Pace shall indemnify,

defend, and hold harmless Municipality and Municipality's 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 18 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 18, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses related 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 18.

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

- (a) Pace shall obtain and maintain: (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 Municipality as an Additional Insured on the Commercial General Liability and Business Automobile Liability Insurance policies.
- (b) Municipality shall obtain and maintain: (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. Municipality shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insureds 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 19 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 19 to the requesting party.

20. **Termination.**

- (a) Pace may terminate this Agreement at any time, when in Pace's best interest, by providing Municipality 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 party. The termination will be effective on the 90th day following the date on which that notice is deemed effective pursuant to paragraph 31.
- (c) This Agreement will terminate in the event Municipality revokes the License in accordance with paragraph 4. The termination will be effective on the 90th day following the date on which Municipality's written notice of License revocation to Pace is deemed effective pursuant to paragraph 31.

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 will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

25. **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.

26. **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.

27. **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.

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

29. **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 party.

30. **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.

31. **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: Section Manager, Operating Services

Email address: [cj.mikucki@pacebus.com](mailto:cj.mikucki@pacebus.com)

If to Municipality:

City of Joliet  
150 W. Jefferson Street  
Joliet, IL 60432  
Attention: Christopher Regis, Legal Department

Email address: [cregis@joliet.gov](mailto:cregis@joliet.gov)

32. **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 party 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 Municipality,

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.

33. **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.

34. **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.

35. **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.

36. **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.

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

**PACE**

**MUNICIPALITY**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Print Name: Melinda J. Metzger

Print Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Existing Shelters

<b>SHELTER LOCATION</b>	<b>ADDITIONAL SHELTER LOCATION INFORMATION</b>
3033 Jefferson Street	At middle of block
Jefferson Street and Fairlane Drive (northeast corner)	
Jefferson Street and Hammes Avenue (northeast corner)	
Jefferson Street and Houbolt Road (southeast corner)	
Jefferson Street and Springfield Avenue (southwest corner)	
Neal Avenue and Doris Avenue (northeast corner)	
Plainfield Road and Black Road (northwest corner)	
Theodore Street and Plainfield Road (southwest corner)	
Woodruff Road and Arthur Avenue (northeast corner)	

