

SERVICE AGREEMENT

City of Joliet and CIC at Deer Run Property Owners Association – Route 511

This service agreement ("Agreement") is 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 CIC at Deer Run Property Owners Association ("CIC"), an Illinois not-for-profit corporation. The City and CIC are sometimes individually referred to as a "Client" and collectively referred to as the "Clients" in this Agreement. Pace and Clients are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

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.

Pace desires to provide the transportation service known as Route 511 to Clients and the general public ("Service").

Subject to the terms and conditions of this Agreement, each Client desires to grant a revocable, non-exclusive license to Pace and its contracted outside service provider(s) to access and to operate Pace vehicles on real property located on the Service route and owned by that Client and/or both Clients (collectively, the "Property") for the purpose of providing the Service.

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of License.** Each Client hereby grants a revocable, non-exclusive license to Pace and its contracted outside service provider(s) to access and to operate Pace vehicles on the Property for the purpose of providing the Service. Neither Client will be entitled to any payment for that license.
2. **Service Description and Service Cost.** The Service description is specified in Exhibit A, and the Service cost is specified in Exhibit B.
3. **Payment of Service Cost.** Each Client shall pay the monthly Service cost of \$2,164.01 to Pace by the 10th day of each month for which the Service is to be provided. Each Client shall mail payment to Pace, the Suburban Bus Division of the Regional Transportation Authority, 550 W. Algonquin Road, Arlington Heights, IL 60005 Attention: Accounts Payable; provided, however, payment may be made by electronic funds transfer upon Pace's prior written approval.
4. **Calculation of Service Cost.** The Service cost is calculated using marginal operating costs at each facility per trip and/or route.
5. **Service Providers.** Pace, in its sole discretion, may directly provide the Service and/or may contract with one or more outside service providers to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the control of Pace and/or its contracted outside service provider(s). Pace will make every reasonable effort to have the Service restored as soon as practical. Pace may make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by Clients.

6. **Term.** This Agreement will be in effect beginning on January 1, 2026 and will continue thereafter through December 31, 2026 unless earlier terminated by a Party in accordance with this Agreement.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venturer, or partner of Clients, and nothing in this Agreement will be construed as creating any other relationship between Clients and Pace or between any employee or agent of Pace and Clients. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** In the event Pace directly provides the Service, Pace shall name Clients as additional insureds under Pace's excess automobile liability policy of insurance with respect to claims asserted against Clients arising from any covered negligent acts or omissions of Pace in providing the Service.

In the event one or more contracted outside service providers provide the Service, Pace shall require the contracted outside service provider(s) to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide a Client with a copy of the certificate of insurance upon that Client's written request.

9. **Indemnification.** In the event Pace directly provides the Service, to the fullest extent permitted by law and within the limits of Pace's self-insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify, defend, and hold harmless Clients and their respective directors, officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages, and expenses caused by the negligence of Pace and/or its directors, officers, and employees and arising out of the operation of the Service, provided Clients immediately provide Pace with written notice of any such claims, suits, losses, damages, and expenses and fully cooperate with the defense of any such claims and suits. Pace's indemnification obligation under this paragraph does not extend to the negligent, willful and wanton, reckless, or intentional acts or omissions of Clients and/or their respective directors, officers, agents, servants, and employees and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

10. **Hold Harmless.** Each Client shall hold harmless Pace from and against any damages to the Property that result from the normal wear and tear associated with operation of the Service.

11. **Termination.** Any Party may terminate this Agreement upon 60 days' advance written notice to the other Parties.

12. **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)).

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

14. **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.

15. **Binding Effect.** This Agreement will be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

16. **Entire Agreement and Non-Reliance.** This Agreement, including the introductory recitals and 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, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

Each Client represents and warrants that: (a) Client has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Client to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Client with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Client has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, each Client acknowledges that Pace will not have or be subject to any liability to Client resulting from the distribution to Client or Client's use of any information, including any information provided or made available to Client or any other document or information in any form provided or made available to Client, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

17. **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.

18. **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.

19. **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 from this Agreement, and the remaining provisions will remain in full force and effect.

20. **Assignment.** No Party may assign, delegate, or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other Parties.

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

22. **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);
or
- (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).

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 addressed to such other address as a 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: Executive Director

If to the City:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Attention: City Manager

If to CIC:

CIC at Deer Run Property Owners Association
1808 Swift Drive
Oak Brook, IL 60523
Attention: Sara Creech, Property Manager – Asset Management

23. **Force Majeure.** No Party will be held liable to any other Party 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 such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the 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 Clients, 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.

24. **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.

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

26. **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.

27. **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. 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.

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

PACE

By: _____
Melinda J. Metzger
Executive Director

Date: _____

CITY

By: _____
Beth Beatty
City Manager

Date: _____

CIC

By: _____
Sara Creech
Property Manager – Asset Management

Date: 11/04/2025 - _____

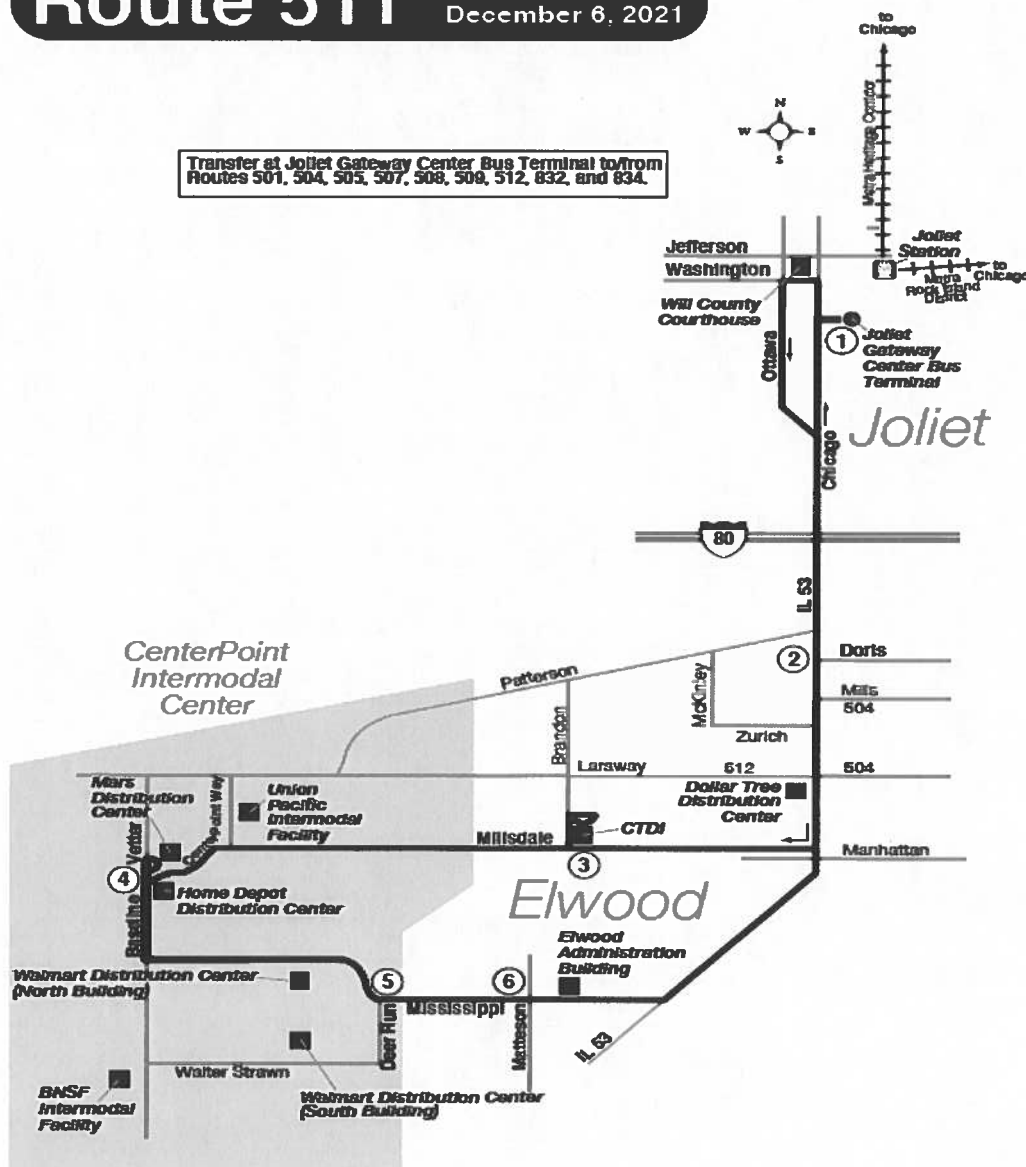
Exhibit A

Route 511 Service Description

January 1, 2026 – December 31, 2026

Route 511

Effective Date
December 6, 2021



000327rev-081621rev

ROUTE 511 @ JOLIET-ELWOOD-CENTERPOINT pace

WEEKDAY SOUTHBOUND



JOLIET GATEWAY CENTER BUS TERMINAL	IL 53/ DORIS	MILLSDALE/ BRANDON	CENTERPOINT/ BASELINE	MISSISSIPPI/ DEER RUN
5:05AM	5:10AM	5:20AM	5:26AM	5:40AM
4:00PM	4:07PM	4:17PM	4:23PM	4:37PM

WEEKDAY NORTHBOUND



MISSISSIPPI/ DEER RUN	MISSISSIPPI/ MATTESON	IL 53/ DORIS	JOLIET GATEWAY CENTER BUS TERMINAL
5:43AM	5:50AM	6:01AM	6:05AM
4:41PM	4:48PM	4:59PM	5:06PM

Unless otherwise noted, bus will stop upon signal to driver at any intersection along the route where it is safe to do so.

No Saturday, Sunday or holiday service.

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Exhibit B

**Route 511
Service Cost**

January 1, 2026 – December 31, 2026

Service Cost: \$82.47 cost per vehicle hour @ 2.46 vehicle hours (adjusted) = \$202.8762 per day
Note: Actual vehicle hours per day are 3.0; 2.46 hours reflects adjustment for Plainfield move.

256 Days of service = \$51,936.31

2026 Total Service Cost to CIC (50%)

\$ 2,164.01 monthly
\$ 25,968.15 annually

2026 Total Service Cost to City (50%)

\$ 2,164.01 monthly
\$ 25,968.15 annually