City of Joliet and Centerpoint SERVICE AGREEMENT ROUTE 511

This City of Joliet and Centerpoint Service Agreement for Route 511 ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, (hereinafter referred to as "Pace"), the City of Joliet, and Centerpoint Intermodal – Deer Run Association (hereinafter referred to collectively as "Clients"). Pace and clients are individually referred to herein as "Part" and collectively as "Parties."

RECITALS

WHEREAS, Pace is a unit of local government, body politic, political subdivision and municipal corporation established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) for the purpose of providing public transportation by bus; and

WHEREAS, Pace desires to provide services as described in Exhibits A and B attached to this Agreement; and

WHEREAS, subject to terms and conditions of this Agreement, clients desire to provide Pace with a revocable, non-exclusive license to access and to operate its busses on property owned by the City of Joliet and/or Centerpoint for purposes of providing the services described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>License</u>. Clients hereby grant to Pace, a revocable, non-exclusive license to access and to operate Pace Busses on City of Joliet and Centerpoint property for the purpose of providing services described in this Agreement.
- 2. <u>Description of Service</u>. Pace shall prove Route 511 transportation service to clients and the general public pursuant to information contained in Exhibits A and B.
- 3. <u>Payment</u>. Clients agree to pay Pace the rates set forth in Exhibit A. Payment must be made to Pace by the 10th day of each month for which service is to be provided. Payment is to be mailed to:

Pace, the Suburban Bus Division of the RTA

550 W. Algonquin Road
Arlington Heights, Illinois 60005

- Attn: Accounts Payable
- 4. <u>Calculation of Rates</u>. The payment rate is based on service costs calculated using marginal operating costs at each facility per trip and/or route.
- 5. Passes. Pass allocations are not available under this Agreement.
- 6. <u>Term.</u> This Agreement is effective January 1, 2025, through December 31, 2025, unless earlier terminated by a Party in accordance with the terms of this Agreement.

- 7. <u>Service Provision</u>. Pace will not be responsible for any failure to provide the Service due to circumstances beyond control of Pace. However, Pace will make every reasonable effort to restore Service as soon as practical under the circumstances. Pace has the right to make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by clients.
- 8. <u>Termination</u>. Any party may terminate this Agreement with 60 days advance written notification to the other parties in accordance with the terms of this Agreement.
- 9. <u>Independent Relationship.</u> Pace is an independent contractor and not an employee, agent, joint venturer, or partner of either client, and nothing in this Agreement will be construed as creating any other relationship between the clients and Pace, or between any employee or agent of Pace and the 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.
- 10. <u>Insurance</u>. In the event that Pace directly provides the service described herein, Pace will arrange for clients to be named 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 services described in this Agreement. In the event that Pace contracts with any outside service provider to provide the service described herein, Pace will require the outside provider(s) to arrange clients to be named as additional insureds under the outside service provider(s) auto liability policy of insurance with respect to claims asserted against clients arising from any covered negligent acts or omissions of the outside service providers in connection with the services as described in this Agreement.
- 11. <u>Indemnification</u>. In the event that Pace directly provides the service and not through an outside services provider, 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, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages, and expenses, caused by the negligence of Pace, its officers and employees which may arise out of the operation of transportation services provided pursuant to this Agreement, provided that the defense of any claims or lawsuits. This indemnification does not extend to negligent, willful and wanton, reckless or intentional conduct of clients, their officers, agents, servants, and employees and is specifically excluded from this indemnification and insurance coverage, including self-insurance.
- 12. <u>Hold Harmless</u>. Clients agree to hold Pace harmless from and against any damage to property owned by the City of Joliet and/or Centerpoint resulting from the normal wear and tear associated with operation of the services described herein.
- 13. <u>Compliance with Laws</u>. The parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement.
- 14. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by an Illinois Court of competent jurisdiction, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

- 15. <u>Headings</u>. The section headings contained in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
- 16. <u>Waiver</u>. Failure of a party to exercise any right to pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
- 17. Entire Agreement and Non-reliance. 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, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement. 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 this Agreement and 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 and/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, client acknowledges that Pace will not have or be subject to any liability to client resulting from the distribution to client or Municipality's use of any information, including any information provided or made available to Municipality, in connection with this Agreement and the transaction(s) contemplated by this Agreement.
- 18. <u>Amendment</u>. No changes, amendments, or modifications of this Agreement will be valid unless in writing and signed by the authorized representative of each party.
- 19. <u>Assignment</u>. No party may assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, absent prior written approval of the other parties.
- 20. <u>Binding Effect</u>. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and approves assigns.
- 21. <u>Notice</u>. 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) registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S mail); or

(d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted 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 Standard Time on Monday through Friday, excluding Federal Holidays. Notices must be addressed as hollows or addressed to such other address as either party may from time to time specify in writing to the other party:

Pace, the Suburban Bus Division of the RTA

550 W. Algonquin Road Arlington Heights, Illinois 60005

Attn: Executive Director

City of Joliet

150 W. Jefferson Street Joliet, Illinois 60432 Attn: City Manager

Centerpoint

1808 Swift Drive Oak Brook, Illinois 60523

Attn: Sara Creech; Property Manager-Asset Management

- 22. <u>Survival</u>. Any provision that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
- 23. <u>Governing Law, Jurisdiction, and Venue</u>. 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.
- 24. <u>Authority</u>. 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 Pace, who shall sign first, receives the signing party's signature on this Agreement will be deemed to be the date that signing party signed this Agreement.
- 25. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in multiple counterparts, each of which will be deemed an original agreement and both of which will constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- 26. <u>Force Majeure</u>. No party will be held liable to any other party nor 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 control of the affected party, including war, fire, flood, or 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 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, this Agreement may be terminated immediately for convenience at the option of Pace after written notice. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates stated below.

Pace		City of Jollet	
Ву:	Melinda J. Metzger Executive Director	By: Elizabeth Beatty City Manager	′
Date:		Date:	
Cente	erpoint		
Ву:	Sara Creech Property Manager–Asset Management		
Date:			

EXHIBIT A Route No. 511 – Elwood-Centerpoint

Description of Service:

Route 511 will provide service between Joliet and the Chicago Intermodal located in Joliet and Elwood, Illinois.

As described on Route Map attached as Exhibit B

<u>January 1, 2025 – December 31, 2025</u>

Service Cost: \$80.33 Cost per vehicle hour @ 2.46 vehicle hours (adjusted)

= \$197.6118 per day

*Actual Vehicle hours per day are 3.0. 2.46 hours reflects adjustment for Plainfield move.

255 Days of service = \$50,391.01

2025 Total Cost to CenterPoint (50%)

\$ 2,099.63 monthly

\$ 25,195.50 annually

2025 Total Cost to Joliet (50%)

\$ 2,099.63 monthly

\$ 25,195.50 annually

EXHIBIT B
January 1, 2025 – December 31, 2025

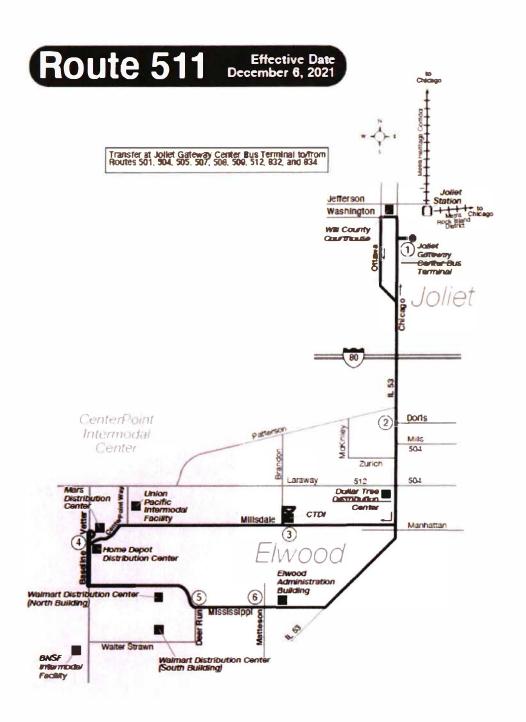


EXHIBIT B (Continued) January 1, 2025 – December 31, 2025

B ROUTE 511 [®] JOLIET-ELWOOD-CENTERPOINT **■** [®] Poce WEEKDAY SOUTHBOUND



WEEKDAY NORTHBOUND



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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