



Thomas J. Ross
Executive Director

February 8, 2018

The Honorable Ronald Gunter
Mayor
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

Dear Mayor Gunter:

Pace has received numerous requests from municipalities to assist in local emergencies and evacuations and to be a part of their community's overall emergency plan. We have provided buses to be used in situations such as warming shelters by firemen in the winter or provided buses for evacuations.

Pace makes every attempt to assist, but we sometimes may be limited due to manpower and equipment available at the time of the emergency. We also provide training for your police and fire staff in the event one of our buses is involved in an emergency situation.

If your community is interested in this arrangement and has not already done so, please sign the enclosed Hold Harmless Agreement and return it to my attention at Pace. Once a signed agreement is in place, procedures will be provided to contact Pace staff during an emergency. Pace cannot provide this emergency assistance service to municipalities without a Hold Harmless Agreement.

If you have any questions, please feel free to call me at 847-228-2302. Thank you for your continued support and cooperation with Pace.

Sincerely,

Melinda J. Metzger
Deputy Executive Director
Revenue Services

MJM/tjt HoldHarmless-sign&return Westmont 02-08-18

RELEASE AND HOLD HARMLESS AGREEMENT

This agreement made on _____ by and between Pace, the Suburban Bus Division of the Regional Transportation Authority ("Pace") and _____

WHEREAS, the Village/City has requested Pace to provide transportation services to the Village/City if there is available manpower and equipment at the time of the emergency, and on the conditions that Pace is indemnified for the services rendered;

NOW THEREFORE, Pace and the Village/City agrees as follows:

1. Pace shall provide emergency transportation services to the Village/City for the purpose of evacuation of its residents, to the extent that equipment and manpower are available at the time of the emergency.

In most cases, Pace will waive its cost to provide emergency services. However, if the event is of a long duration, the Village/City should discuss the actual costs of providing emergency transportation services and the Village/City shall reimburse Pace for such costs within thirty (30) days of receipt of the invoice.

The Village/City agrees to waive, release and hold harmless Pace, its directors, officers, employees and agents from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the provision of transportation services.

2. The Village/City agrees to indemnify Pace, its directors, officers, employees and agents from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the provision of transportation services under this Agreement, including but not limited to any claims by the Village/City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date above written.

Village/City Name

Pace Suburban Bus _____

Authorized Signature

Authorized Signature

Print Name

Print Name

Print Title

Print Title