

**COMMUTER RAIL BOARD  
RESOLUTION NO. MET 22-XX**

**Resolution to Implement an Employee Reciprocal  
Riding Privileges Program**

**RECITALS**

**WHEREAS**, pursuant to Section 4.06 of the Regional Transportation Authority Act, and Section 2.2.2 of those regulations governing public bidding as enacted by the Commuter Rail Board of the Regional Transportation Authority (“Board”) in Ordinance MET 19-03, the Executive Director/Chief Executive Officer is authorized to enter into agreements with government agencies without the requirement of the public bidding process; and

**WHEREAS**, The Chicago Transit Authority waives fare costs for its employees and extends that benefit to employees of Pace; and

**WHEREAS**, Pace waives fare costs for its employees and extends that benefit to employees of the Chicago Transit Authority; and

**WHEREAS**, the Board desires to waive fare costs for Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”) employees, and desires to extend that benefit to employees of Pace and the Chicago Transit Authority.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Executive Director/Chief Executive Officer of NIRCRC is authorized to take such steps as are necessary to implement a waiver of fares for NIRCRC employees by entering into the Intergovernmental Agreement (“IGA”) attached hereto as Exhibit A.
2. The Executive Director/Chief Executive Officer of NIRCRC is authorized to enter into an Intergovernmental Agreement with Pace and the Chicago Transit Authority for the purposes of extending reciprocity of employee rides as set forth in the attached IGA.
3. The Executive Director/Chief Executive Officer of the Commuter Rail Division is authorized to take whatever steps are necessary to implement the fare waiver policy and to execute any necessary documents to relieve the Purchase of Service carriers from collection of fares from employees of NIRCRC, Pace, and CTA constituent with the attached IGA.

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING  
A  
RECIPROCAL RIDING PRIVILEGES PROGRAM**

This Amendment to the Intergovernmental Agreement Implementing a Reciprocal Riding Privileges Program (“Amendment” or “Agreement”) is made this \_\_\_\_\_ day \_\_\_\_\_, 2022, (“Effective Date”) by and between the Suburban Bus Division of the Regional Transportation Authority (“Pace”), the Northeast Illinois Regional Commuter Railroad Corporation (“Metra”), and the Chicago Transit Authority (“CTA”). Pace, Metra, and CTA are each individually referred to herein as a “Party” or “Service Board” and collectively referred to as the “Parties” or “Service Boards”.

**WHEREAS**, the Parties each operate public transportation services in the Chicago metropolitan area; and

**WHEREAS**, each of the three Parties is a Service Board as defined in the Regional Transportation Authority Act; and

**WHEREAS**, it is the goal of the Parties to encourage their employees to utilize public transportation wherever and whenever possible, practicable and productive; and

**WHEREAS**, the Parties desire to offer competitive benefits to their employees in order to retain and attract employees in an increasingly competitive labor market; and

**WHEREAS**, it has been determined by the Parties that a reciprocal riding privileges program would further such goals; and

**NOW, THEREFORE**, the Parties, in consideration of the mutual covenants contained herein, agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference.
2. **Reciprocal Riding Privileges for Current Employees.** Current employees of Pace, Metra, and CTA, upon presentation of valid employee identification cards, will be permitted to ride without cost on all mainline services operated by the Service Boards. All users of the reciprocal riding privileges under this Paragraph 2 must be directly and currently employed by a Party to qualify. Use by any person under this Paragraph 2 who is not a current employee will result in revocation of the privileges. The Parties may further pursue any and all remedies available by law.
3. **Reciprocal Riding Privileges for Eligible Retirees.** Eligible retirees of CTA and Pace, upon presentation of valid retiree identification cards will be permitted to ride without cost on all mainline services operated CTA and Pace. Use by any person under this Paragraph 3 who is not an eligible retiree will result in revocation of the privileges. CTA and Pace may further pursue any and all remedies available by law.

4. **Metra Operations.** The following shall govern operations relating to Metra's transition:
- (i) Metra shall accept presentation of current CTA/Pace employee identification cards as the Parties work cooperatively in developing Metra-supported bulk-load technology.
  - (ii) Metra shall enroll in the Ventra Service Portal and issue Ventra Cards to their employees to access CTA and Pace services.
  - (iii) Metra shall reimburse CTA for costs incurred by CTA by the OSFS vendor. Reimbursable expenses shall detail all costs incurred including but not limited to management fees and Ventra Card creation. CTA shall submit monthly invoices to Metra for reimbursable expenses. Metra shall reimburse CTA within thirty (30) days of receipt of said invoices.
  - (iv) Final terms regarding this transition plan must be mutually agreed upon by the Parties and shall be consistent with the terms of this Agreement.
5. **Term.** This Agreement shall be in effect beginning on the Effective Date and shall remain in effect unless terminated in accordance with the provisions provided herein.
6. **Termination.** This Agreement may be terminated by any Party upon sixty (60) days prior written notice to the other Parties.
7. **Notices.** Notices shall be addressed to:

Chicago Transit Authority  
567 W. Lake St.  
Chicago, Illinois 60661  
Attn: General Counsel  
[Kray@transitchicago.com](mailto:Kray@transitchicago.com)

Metra  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: General Counsel  
[SRosen@metrarr.com](mailto:SRosen@metrarr.com)

and

Pace  
550 W. Algonquin Road  
Arlington Heights, Illinois 60005  
Attn: General Counsel  
[Nancy.Zimmer@pacebus.com](mailto:Nancy.Zimmer@pacebus.com)

All notices shall be sent, at a minimum, via email.

8. **Use of Personal Identifiable Information.** Should any Party encounter any personal identifiable information of individuals in the performance of this Agreement, the receiving Party must not engage in any activity that would be prohibited if undertaken by a local government agency under the Identity Protection Act (5 ILCS 179) (“IPA”). Each Party must have a policy to protect individuals’ personal identifiable information so that CTA can maintain compliance with the IPA. At a minimum, each Party’s IPA policy must incorporate all of the requirements set forth in Section 35(a) of the IPA.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the City of Chicago, Cook County, Illinois.

10. **Counterparts & Digital Signatures.** This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect. This Agreement may be executed digitally or electronically. The Parties agree that any electronic/digital signature shall have the same force and effect as a wet or handwritten signature for purposes of validity, enforceability and admissibility and are acknowledged as secure electronic signatures pursuant to the Electronic Commerce Security Act (5 ILCS 175/10-110 *et seq.*).

11. **Entire Agreement.** This Amendment constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter.

12. **Independent Relationship.** For the purposes of this Agreement, the Parties are independent entities. Nothing in this Agreement, for the subject matter contained in this Agreement, shall be construed as creating any other relationship between the Parties. This Agreement shall not affect any other rights and responsibilities between the Parties that is not the exclusive subject matter of this Agreement, including but not limited to statutory funding responsibilities, oversight, or other contractual agreements.

13. **Amendments.** No change, amendment, modification or discharge of this Agreement, or any part hereof, will be valid unless in writing, and signed by the authorized officer(s) of Pace, Metra, or CTA or their respective successors and assigns.

14. **Compliance With All Laws.** The Parties will at all times observe and comply with all applicable U.S. laws, ordinances, regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the performance of this Agreement.

15. **Audits.** The Parties agree to cooperate fully with any audit related to this Agreement and to make its books and records, and books and records within its custody or control available to any governmental agency or agent thereof that is authorized to audit or inspect such books and records to maintain books and records related to the performance of this Agreement for a minimum of five (5) years from the termination of the Agreement.

16. **Authority.** In connection with the execution of this Agreement, the Parties each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

17. **Non-Liability of Public Officials.** No member, official or employee of Pace, Metra, or the CTA shall be personally liable on any obligation under the terms of this Agreement in the event of any default or breach.

18. **Interpretation.** Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

19. **Assignment.** The Parties shall not assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other Party. The absence of written consent will void the attempted assignment, delegation, or transfer and will render it of no effect.

20. **Force Majeure.** No Party will be obligated to perform any of its obligations hereunder if prevented from doing so by reasons outside of its reasonable control, including, but not limited to, events of force majeure.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers.

**THE SUBURBAN BUS DIVISION OF THE  
REGIONAL TRANSPORTATION  
AUTHORITY (D/B/A PACE)**

\_\_\_\_\_  
MELINDA J. METZGER  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
Date

**THE NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION  
(D/B/A METRA)**

\_\_\_\_\_  
JAMES M. DERWINSKI  
CEO/EXECUTIVE DIRECTOR

\_\_\_\_\_  
Date

**CHICAGO TRANSIT AUTHORITY**

\_\_\_\_\_  
DORVAL R. CARTER, JR.  
PRESIDENT

\_\_\_\_\_  
Date