

TO: Board of Directors DATE: June 12, 2024

FROM: James M. Derwinski, CEO/Executive Director

SUBJECT: Intergovernmental Agreement for Regional Day Pass

RECOMMENDATION

Board action is requested to execute an Intergovernmental Agreement (IGA) for Metra to participate in a Regional Day Pass Pilot Program (Regional Day Pass). The IGA is between the Chicago Transit Authority (CTA), Metra, the Regional Transportation Authority (RTA), and the Suburban Bus Division of the Regional Transportation Authority (Pace) (collectively, the Parties). The IGA establish the Parties' responsibilities under the Regional Day Pass.

BACKGROUND

The Regional Day Pass is designed to allow fare pass integration between CTA, Metra, and Pace to make regional transit trips seamless by offering interconnectivity between the agencies. There will be a reduced fare for the Regional Day Pass, however, the RTA will reimburse the Parties for up to \$1,000,000 in lost revenue. Reimbursement shall be determined based on the difference between the full fares that Metra would have collected as an unbundled purchase and the reduced fares received under the Regional Day Pass. The pilot period for the Regional Day Pass is 6 months.

FISCAL IMPACT

There should be no fiscal impact as lost revenue under the Regional Day Pass is reimbursed by the RTA.

Prepared by: William "Skip" Benz, Chief Ethics Officer and Special Projects

Jeffrey Brantz, Director, Operations Technology

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHICAGO TRANSIT AUTHORITY, THE REGIONAL TRANSPORTATION AUTHORITY, METRA (THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANPORTATION AUTHORITY AND THE NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION) AND PACE (THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY) FOR THE REGIONAL DAY PASS PILOT PROGRAM

THIS AGREEMENT, effective this ____ day of _____, 2024 ("Agreement") is hereby entered into by and among the Chicago Transit Authority, an Illinois municipal corporation ("CTA"); the Regional Transportation Authority ("RTA"); the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and the Northeast Illinois Regional Commuter Railroad Corporation, an Illinois municipal corporation (together, d/b/a "Metra"); and the Suburban Bus Division of the Regional Transportation Authority ("Pace"), an Illinois municipal corporation. CTA, RTA, Metra, and Pace are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties."

WHEREAS, the CTA, Metra, and Pace ("Service Boards") operate public transportation services in the Chicago metropolitan area; and

WHEREAS, on December 4, 2008, CTA, Metra, and Pace entered into an agreement to establish the Parties' responsibilities for a shared monthly pass ("Link-Up Pass") among the Service Boards ("Link-Up Pass Agreement"); and

WHEREAS, the Link-Up Pass Agreement was subsequently amended on January 20, 2012, February 13, 2013, and June 8, 2022, the most recent of which rebranded the Link-Up Pass to the Regional Connect Pass; and

WHEREAS, the Parties now wish to enter into this Agreement to establish each Party's responsibilities regarding a pilot for a shared daily pass ("Regional Day Pass") among the Service Boards ("Regional Day Pass Pilot Program").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, as of the effective date of this Agreement, the Parties agree as follows:

- 1. <u>Incorporation of Recitals.</u> The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference.
- 2. <u>Sales, Method, and Locations.</u> The Regional Day Pass ("RDP") will be sold electronically through the Ventra mobile app.
- 3. <u>Use of Pass.</u> After launching the pass on the Ventra mobile app, the RDP shall be effective on CTA, Metra, and Pace. Once launched, the pass will expire at 3 a.m. the following day.
- 4. <u>Price of the RDP.</u> Effective Summer 2024, on a day later to be determined by the Parties ("Launch Date"), the price of each RDP shall be as follows:

Metra Zones	Full Fare/Reduced Fare RDP Weekday	Full Fare RDP Saturday or Sunday				
1-1, 1-2, 2-3-4	\$10/\$6	\$10				
1-3	\$13.50/\$8	\$10				
1-4	\$16/\$9	\$10				

The pilot may be offered to the public for a maximum period of six months after the Launch Date. The price of the RDP may be changed during the pilot period by mutual, written agreement of the Parties in accordance with each Party's governing rules and regulations. CTA, Metra, and Pace shall consider making the RDP a permanent fare product in accordance with each Party's governing rules and regulations.

5. Revenue Split. For the purposes of determining the split amongst the Service Boards, revenue shall be recognized at the time of sale of the RDP. CTA shall collect the RDP fares and retain \$4 per pass sold on a weekday or \$4.20 per pass sold on a weekend for CTA and Pace's share based on the attached Exhibit A, which is incorporated herein by reference and made a part hereof. Thereafter, CTA shall remit gross revenues to Pace on a monthly basis as follows: ninety-four and a half percent (94.5%) to the CTA and five and a half percent (5.5%) to Pace during the six-month pilot period. CTA shall remit the remainder of the collected gross revenue to Metra on a monthly basis as indicated in Exhibit A. Payments between CTA, Metra, and Pace shall be remitted no later than the final calendar day of each month for all the RDPs sold in the previous calendar month. Thereafter, the percentage of remittance between Metra, CTA and Pace may only be changed by mutual, written agreement of the Parties in accordance with each Party's governing rules and regulations.

Payments shall be made to the Parties at the following addresses:

To CTA

Accounts Receivable Department 567 West Lake Street, 7th Floor Chicago, Illinois 60661

To Pace

Accounting Department 550 West Algonquin Road Arlington Heights, Illinois 60005

To Metra

Accounts Receivable Department 547 West Jackson Boulevard. Chicago, Illinois 60661

6. **RTA Reimbursement.** The RTA shall reimburse CTA, Metra, and Pace for lost revenue based on the new RDP up to a combined total amount not to exceed \$1,000,000.00 for the term of this Agreement. Reimbursement shall be computed based on the difference between the full fares that CTA, Metra, and Pace would have collected as an unbundled purchase and

the reduced fares actually received from the RDP ("Lost Revenue"). CTA, Metra, and Pace shall provide monthly data to the RTA via email on the number of RDPs sold and activated in the previous calendar month with a calculation of Lost Revenue. The RTA shall reimburse the Lost Revenue directly to CTA, Pace, and Metra on a monthly basis. The RTA shall remit the funds within thirty (30) calendar days of receipt of monthly Lost Revenue data. If the Parties elect to enter into an agreement to continue the RDP program after the expiration or termination of this Agreement, the Parties shall reserve the right to reevaluate this reimbursement clause to take into account the revenue generated from new riders and additional sales due to a lower price of the bundled pass.

- 7. Expired Passes. The Parties acknowledge and agree that any RDP that is purchased but not activated within fourteen (14) calendar days shall expire from the customer's Ventra account. If RDPs expire as described in this section, the revenues shall be distributed among the Service Boards pursuant to section 5 of this Agreement. However, expired RDPs shall not be eligible for reimbursement from RTA and should not be included in Lost Revenue described in section 6 above.
- 8. <u>Audit and Document Retention.</u> Each Party, to the extent applicable, shall maintain for a minimum of three years after completion of this Agreement, adequate books, records, and supporting documents related to the Agreement; the Agreement shall be available for review and audit by each Party and their internal or external auditors; and each Party shall cooperate fully with any audit and provide full access to all relevant materials.

The Parties may request an audit of RDPs sold for a specific audit period. The Parties shall provide the requesting Party with an electronic file (or other medium agreed upon by both Parties) of responsive data within fourteen (14) business days of the request.

9. General Terms and Conditions.

- a) Warranties and Representations. In connection with the execution of this Agreement, the RTA, CTA, Pace, and Metra 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.
- b) Non-liability of Public Officials. No official, employee, or agent of the Parties shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the RTA's, CTA's, Pace's, or Metra's execution or attempted execution or because of any breach hereof.
- c) Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.
- d) Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of

any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid or inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

- e) 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 shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or documents shall 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 shall be deemed to include any person or entity succeeding to the rights, duties and obligation of such persons or entities in accordance with the terms and conditions of this Agreement.
- f) Force Majeure. Neither the RTA, CTA, Pace, nor Metra shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.
- g) Governing Law. The Parties agree that any disputes which arise as a result of this Agreement shall be heard in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois and Illinois law shall be applied.
- h) Counterparts and 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.
- i) 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.
- j) 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 RTA, Pace, Metra, or CTA or their respective successors and assigns.
- k) Compliance With All Laws. The Parties will at all times observe and comply with all applicable federal, state, city, or local laws, ordinances, regulations, and codes that may affect the performance of this Agreement.
- Indemnification. Each Party herein agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the other Parties and their officers, directors, employees, agents, affiliates and representatives, from and against any and all losses,

damages, claims, suits, liabilities, judgments, costs and expenses, including, but not limited to, attorneys' fees and litigation expenses, arising out of, in whole or in part, or in connection with any act or omission on the part of that Party, or its appointed officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this Agreement. The indemnified Party will provide notice of any claims, suits, losses, and damages and fully cooperate with the defense of any claims or lawsuits.

- m) Cooperation. RTA, CTA, Metra, and Pace agree at all times to use their best efforts to cooperate fully with one another in the implementation of this Agreement.
- n) Assignment. No Party shall 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 parties. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.
- 10. <u>Term and Termination.</u> The term of the Agreement shall begin on the effective date written above and end six (6) months after the Launch Date or when the reimbursement amount reaches \$1,000,000.00, whichever comes first. The RTA shall provide notice to the Service Boards via email when the amount available for reimbursement reaches \$900,000.00.

This Agreement may be terminated prior to the expiration of its term by mutual agreement of the Parties in a writing signed by authorized representatives of the Parties. This Agreement may also be terminated by any Party for any reason upon thirty (30) days' written notice sent to the other parties in accordance with section 11 below.

11. <u>Notices.</u> Notices under this Agreement shall be sent by first-class prepaid certified or registered mail or email to the individuals (or their respective successors) noted below:

CTA Molly Poppe

Chief Planning and Innovation Officer

567 West Lake Street Chicago, Illinois 60661

MPoppe@transitchicago.com

Pace Nancy Zimmer

General Counsel

550 West Algonquin Road

Arlington Heights, Illinois 60005 Nancy.Zimmer@pacebus.com

Metra General Counsel

Law Department

547 West Jackson Boulevard Chicago, Illinois 60661

railcontracts@metrarr.com

RTA Maulik Vaishnav

Senior Deputy Executive Director, Planning and Capital Programming 175 West Jackson Boulevard, Suite

1550

Chicago, Illinois 60604

Maulik.vaishnav@rtachicago.org

with a copy to the attention of the RTA's General Counsel at the address listed above

Said notices shall be deemed received three business days after mailing or upon receipt of electronic mail.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and year first above written.

CHICAGO TRANSIT AUTHORITY	METRA				
By:	By:				
Name:	Name:				
Its:	Its:				
PACE	REGIONAL TRANSPORTATION AUTHORITY				
By:	By:				
Name:	Name:				
Its:	Its:				

EXHIBIT A

Weekday Day Pass

ZONES		1		2	3	4
	Full Fare	Reduced Fare	Full Fare	Reduced Fare	Full Fare Reduced Fare	Full Fare Reduced Fare
Meti CTA/Pad Sub Total		5.00	\$ 7.50 \$ 5.00 \$ 12.50		\$ 11.00 \$ 5.50 \$ 5.00 \$ 5.00 \$ 16.00 \$ 10.50	\$ 13.50 \$ 6.50 \$ 5.00 \$ 5.00 \$ 18.50 \$ 11.50
1 Total Discount		\$ 1.00	\$ 1.50 \$ 1.00 \$ 2.50	\$ 1.00	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50
Metra Recieve CTA/Pace Recieve Total Collected		\$ 4.00	\$ 6.00 \$ 4.00 \$ 10.00	\$ 4.00	\$ 9.50 \$ 4.00 \$ 4.00 \$ 4.00 \$ 13.50 \$ 8.00	\$ 12.00 \$ 5.00 \$ 4.00 \$ 4.00 \$ 16.00 \$ 9.00
Meti CTA/Pac Sub Total	1	5.00	\$ 7.50 \$ 5.00 \$ 12.50	\$ 5.00	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50
2 Total Discount	1	\$ 1.00	\$ 1.50 \$ 1.00 \$ 2.50	\$ 1.00	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50
Metra Recieve CTA/Pace Recieve Total Collected		\$ 4.00	\$ 6.00 \$ 4.00 \$ 10.00		\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00	\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00
Meti CTA/Pac Sub Total	-	5.00	\$ 7.50 \$ 5.00 \$ 12.50	•	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50
3 Total Discount		\$ 1.00	\$ 1.50 \$ 1.00 \$ 2.50	\$ 1.00	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50
Metra Recieve CTA/Pace Recieve Total Collected		\$ 4.00	\$ 6.00 \$ 4.00 \$ 10.00	\$ 4.00	\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00	\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00
Meti CTA/Pac Sub Total	-	\$ 5.00	\$ 7.50 \$ 5.00 \$ 12.50	•	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50	\$ 7.50 \$ 3.50 \$ 5.00 \$ 5.00 \$ 12.50 \$ 8.50
4 Total Discount		\$ 1.00	\$ 1.50 \$ 1.00 \$ 2.50	\$ 1.00	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50	\$ 1.50 \$ 1.50 \$ 1.00 \$ 1.00 \$ 2.50 \$ 2.50
Metra Recieve CTA/Pace Recieve Total Collected		\$ 4.00	\$ 6.00 \$ 4.00 \$ 10.00		\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00	\$ 6.00 \$ 2.00 \$ 4.00 \$ 4.00 \$ 10.00 \$ 6.00

ZONES		1		2		3		4	
		Fu	ll Fare	F	ull Fare	F	ull Fare	F	ull Fare
	Metra	\$	7.00	\$	7.00	\$	7.00	\$	7.00
	CTA/Pace Sub Total	\$ \$	5.00 12.00	\$ \$	5.00 12.00	\$ \$	5.00 12.00	\$ \$	5.00 12.00
	Metra	\$	1.20	\$	1.20	\$	1.20	\$	1.20
1	CTA/Pace	\$	0.80	\$	0.80	\$	0.80	\$	0.80
	Total Discount	\$	2.00	\$	2.00	\$	2.00	\$	2.00
	Metra Recieves	\$	5.80	\$	5.80	\$	5.80	\$	5.80
	CTA/Pace Recieves Total Collected	\$ \$	4.20	\$ \$	4.20	\$ \$	4.20	\$ \$	4.20
	Total Collected	Þ	10.00	Þ	10.00	Þ	10.00	Ş	10.00
	Metra	\$	7.00	\$	7.00	\$	7.00	\$	7.00
	CTA/Pace		5.00	\$	5.00	\$	5.00	\$	5.00
	Sub Total	\$	12.00	\$	12.00	\$	12.00	\$	12.00
	Metra	\$	1.20	\$	1.20	\$	1.20	\$	1.20
2	CTA/Pace		0.80	\$	0.80	\$	0.80	\$	0.80
_	Total Discount	\$	2.00	\$	2.00	\$	2.00	\$	2.00
	Metra Recieves	\$	5.80	\$	5.80	\$	5.80	\$	5.80
	CTA/Pace Recieves		4.20	\$	4.20	\$	4.20	\$	4.20
	Total Collected	\$	10.00	\$	10.00	\$	10.00	\$	10.00
	Metra	\$	7.00	\$	7.00	\$	7.00	\$	7.00
	CTA/Pace		5.00	\$	5.00	\$	5.00	\$	5.00
	Sub Total	\$	12.00	\$	12.00	\$	12.00	\$	12.00
	Metra	\$	1.20	\$	1.20	\$	1.20	\$	1.20
3	CTA/Pace		0.80	\$	0.80	\$	0.80	\$	0.80
	Total Discount	\$	2.00	\$	2.00	\$	2.00	\$	2.00
	Metra Recieves	\$	5.80	\$	5.80	\$	5.80	\$	5.80
	CTA/Pace Recieves		4.20	\$	4.20	\$	4.20	\$	4.20
	Total Collected	\$	10.00	\$	10.00	\$	10.00	\$	10.00
	Metra	\$	7.00	\$	7.00	\$	7.00	\$	7.00
	CTA/Pace Sub Total	\$ \$	5.00 12.00	\$ \$	5.00 12.00	\$ \$	5.00 12.00	\$ \$	5.00 12.00
	Sub IOlai	۶	12.00	۶	12.00	۶	12.00	Ģ	12.00
4	Metra	\$	1.20	\$	1.20	\$	1.20	\$	1.20
	CTA/Pace Total Discount	\$ \$	0.80 2.00	\$ \$	0.80 2.00	\$ \$	0.80 2.00	\$ \$	0.80 2.00
	iotai Discount		2.00	Ģ	2.00		2.00	Ģ	2.00
	Metra Recieves		5.80	\$	5.80	\$	5.80	\$	5.80
	CTA/Pace Recieves Total Collected	\$ \$	4.20 10.00	\$ \$	4.20 10.00	\$ \$	4.20 10.00	\$ \$	4.20 10.00
	Total Collected	٧	10.00	۲	10.00	ب	10.00	ب	10.00