

U-PASS AGREEMENT

This Agreement, is made and entered into this 4th day of June, 1998 by the Chicago Transit Authority, a municipal corporation (hereinafter referred to as "CTA"), and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on behalf of Kennedy-King College (hereinafter referred to as "School").

WITNESSETH:

WHEREAS, the CTA provides public transportation to the Chicago metropolitan area; and

WHEREAS, the CTA and the School share the desire to provide a transportation program that will reduce the demand for on-campus parking, reduce pollution, provide low cost transportation to students and increase access to the Chicago metropolitan area; and

WHEREAS, in an attempt to address these needs, the CTA has established two experimental programs, collectively titled the U-Pass Program, and has offered the U-Pass Pilots to the School and the School has agreed to participate in the U-Pass Pilots; and

WHEREAS, the U-Pass will provide students who attend post secondary education schools with unlimited rides on CTA buses and trains during the pilot period; and

WHEREAS, the first pilot program shall be in effect from August 1, 1998 until December 31, 1998, and

WHEREAS, the second pilot program shall be in effect from January 2, 1999 until June 30, 1999;

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, CTA and the School agree as follows:

I. TERM

The term of this agreement shall be from August 1, 1998 through June 30, 1999.

II. SERVICES PROVIDED

A. The U-Pass Program include two Pilots which differ from each other in the use of photo identification. In Pilot No. 1 (August 1, 1998 through December 31, 1998) photo identifications will not be utilized. Pilot No. 2 (January 1, 1999 through June 30, 1999), however, will utilize a photo identification for each student. The School has the option of not participating in Pilot No. 2 if written notice is received by CTA from the School's authorized agent, on or before October 1, 1998.

B. During the term as provided herein, CTA agrees to provide and the School agrees to purchase for distribution for each full time student enrolled in the School or, if the

School is a University, at the college(s) identified by the School, one and only one U-Pass for said student. The term "full time student" shall be as defined by the written policy of the School; the School agrees to provide the CTA with a copy of this policy. The term "College" shall be defined as a part of a University offering a specialized group of courses (for example, the School of Law, the College of Arts and Sciences).

C. The total number of U-Passes to be supplied by CTA to the School shall be determined jointly by CTA and the School based on the total annual enrollment of full time Students at the School's Chicago campus and the School's campuses in the 38 suburbs in which CTA currently operates. The total annual enrollment shall be based on the annual survey conducted by the Illinois Board of Higher Education, and the enrollment inventory maintained by the School. The School shall provide a copy of the School's full time enrollment figures to CTA no later than 30 calendar days following the first scheduled day of class.

D. The U-Pass shall be valid on all buses and trains operated by the CTA including CTA's paratransit vehicles, at all hours of operation.

E. The School acknowledges that changes may be made by CTA in the level and/or times of service during the course of this agreement for the efficient operation of its transit system. The School agrees that CTA retains the sole right to determine the level and type of transit service provided. The School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the U-Pass if service is delayed, is not provided, or a student's U-Pass is destroyed, lost or stolen.

F. The U-Pass is not transferrable and may be revoked by CTA if it is misused or presented for transportation by any person other than the person to whom it is issued. CTA maintains the right to inspect the U-Pass used by a student and to ask the student for another form of identification, to ensure that the pass is being used by the person to whom it is issued. Further, CTA maintains the right to deny a student access to the CTA system at the U-Pass reduced fee if the student does not possess the U-Pass.

G. The School agrees to establish appropriate procedures to assure that one and only one pass per semester/quarter is distributed to each applicable student at the School. The procedures and any monitoring documentation shall be made available to CTA upon request.

H. Student Identification

1. Pilot No. 1 - No photo identification will be provided to the School. The pass will contain only the name of the school and the name of the student.

2. Pilot No. 2 - Photo identifications will be included on the pass in addition to the name of the school and the name of the student.

3. For Pilot No. 2, the student shall have the option of providing CTA with a photograph which matches CTA's size specifications or, utilizing CTA's photographic services at a cost to be determined by the CTA.

III. PAYMENT FOR SERVICE

A. A U-Pass will be issued by CTA for each semester/quarter/trimester the School is in session during the term of this agreement. The U-Pass will be valid beginning the first day of the School's scheduled classes for the semester/quarter/trimester. The U-Pass shall be continuously valid thereafter until the last day of the School's scheduled final exams for the quarter/semester. The U-Pass shall not be valid during the 1998 semester/quarter/trimester break.

B. The cost of the U-Pass shall be \$.50 per calendar day of the scheduled semester/quarter/trimester for the term of this agreement, *not to exceed sixty dollars (\$60.00) per semester*. The specific cost is as follows:

Fall, 1998 quarter/semester/trimester (Pilot #1) \$ \$60.00 per student

Spring, 1999 semester (Pilot #2) \$ \$60.00 per student

C. Payment for the U-Passes provided to the School by CTA for the Fall, 1998 (Pilot #1) semester/quarter shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before July 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of the U-Passes; and
- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

D. Payment for the U-Passes provided to the school by CTA for the Spring, 1999 semester or, where applicable, the Winter quarter/trimester, 1999 and the Spring quarter/trimester, 1999 (Pilot #2) shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before November 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of

the U-Passes; and

- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

E. The invoice submitted by CTA to the School for the U-Pass shall be based on the total number of full time students at all of the School's campuses. After payment is made by the School, the School will be entitled to a refund from CTA for full time students who do not attend at least part of their classes at the School's Chicago campus or at a campus within one of the 38 suburbs currently served by CTA.

F. Payments shall be made by the School to the following:

ATTN: Cashier
Chicago Transit Authority
P.O. Box 3555
Merchandise Mart Plaza
Chicago, Illinois 60654

G. Payments received by the CTA after the due date(s) shall incur interest at the rate of 10% per annum. In addition, If CTA does not receive the final payment when due for each pilot, CTA, has the right to void the passes provided by it to the School.

H. The School acknowledges that from time to time a student's U-Pass could be lost or stolen. In such situations, CTA agrees to replace the U-Pass on the following conditions: 1) the student fills out a lost/stolen U-Pass report with the CTA and either the University Police or the applicable municipal police department; and 2) the student or School pays a replacement fee of \$25.00 to CTA. Replacement U-Passes will not be provided to a student more than once per school year.

I. The pricing set forth in this Agreement is valid only for the term set forth herein. Following this term, CTA reserves the right to review the success of the pilot program, and cancel or modify the U-Pass program as deemed necessary and appropriate by CTA.

IV. TRANSMITTAL OF PASSES

The School agrees to personally pick up the U-passes at the CTA Treasurer's office, Room 722, Merchandise Mart Plaza, Chicago, Illinois. Only an authorized individual, as identified in writing by the School to the CTA, shall be allowed to pick up the U-Passes. CTA shall not be liable to the School for any lost, damaged or stolen passes once they have been picked up at the CTA Treasurer's office.

V. NOTICE

Agreement shall be directed by United States mail, postage prepaid, and addressed as follows:

SCHOOL:
Wayne D. Watson, Chancellor
City Colleges of Chicago
226 W. Jackson Blvd., 14th Floor
Chicago, IL 60606

CTA: U-Pass Coordinator
Chicago Transit Authority
Room 734, Merchandise Mart
P. O. Box 3555
Chicago, IL 60654

VI. MISCELLANEOUS

A. The School agrees to permit CTA and/or its agents access to the School's campus to conduct a survey of students, at CTA's cost, regarding the U-Pass. The type and extent of the survey shall be determined solely by CTA. The School agrees to provide access to the School's campus at least twice, once prior to the start of the UPass program and once during the scheduled Fall, 1998 semester/quarter. The School also agrees to reasonably participate in the survey upon CTA's request.

B. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unto unless the same be in writing signed by the duly authorized agent or agents who executed this Agreement.

C. The School agrees that it will take appropriate measures to make each of its full time students bound to the terms of this Agreement.

D. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provision of this Agreement remain in full force and effect.

E. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of CTA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CTA or the School therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

F. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and that Illinois law shall be applied.

20675

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper offices.

WITNESS:

SCHOOL:

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

JUN 4 - 1998

By: James A. Dyer

By: [Signature]

~~VICE~~ Chairman

Title: President

Attest: Patricia A. Buck

Approved as to Legal Form

[Signature]
General Counsel

Approved as to form and legality
for the sole benefit of CTA. Subject
to proper authorization and exe-
cution thereof.

Kathleen Herrmann
Attorney

Addendum to U-PASS Agreement, dated June 4, 1998 between the Chicago Transit Authority and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

The effective dates of the U-PASS at Kennedy-King College are as follows:

Kennedy-King College

Fall Semester

All full-time students enrolled in semester-based programs: 119 total days

Monday, August 24, 1998 - Sunday, December 20, 1998

The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

All full-time students enrolled in Dawson Technical Institute programs beginning on September 7, 1998 - 120 total days

Effective dates of U-PASS - Monday, September 7, 1998 - Monday, January 4, 1999

All full-time students enrolled in Dawson Technical Institute programs beginning on Monday, September 21, 1998 - 120 total days

Effective dates of U-PASS - Monday, September 21, 1998 - January 18, 1999

All full-time students enrolled in Dawson Technical Institute programs beginning on Monday, September 28, 1998 - 120 total days

Effective dates of U-PASS - Monday, September 28, 1998 - Monday, January 25, 1999

All full-time students enrolled in Dawson Technical Institute programs beginning on Monday, October 12, 1998 - 120 total days

Effective dates of U-PASS - Monday, October 12, 1998 - Monday, February 8, 1999

All full-time students enrolled in Dawson Technical Institute programs beginning on Monday, November 16, 1998 - 120 total days

Effective dates of U-PASS - Monday, November 16, 1998 - Monday, March 15, 1999

The assessed fee for each U-PASS issued for each qualifying student shall be pro-rated at \$.50 per calendar day for each individual full-time Dawson Technical Institute student.

Addendum to U-PASS Agreement, dated June 4, 1998 between the Chicago Transit Authority and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

Continued - Page two of two - Kennedy-King College

Spring Semester

All full-time students enrolled in semester-based programs: 120 total days
Monday, January 11, 1999 - Sunday, May 16, 1999
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

The effective dates of all Spring semester programs of the Dawson Technical Institute may not exceed 120 calendar days or June 30, 1999, whichever occurs first. The assessed fee for each U-PASS issued for qualifying students enrolled in Dawson Technical Institute's spring semester classes shall be pro-rated at \$.50 per calendar day for each individual full-time Dawson Technical Institute student.

SCHOOL
Board of Trustees Community
College District No. 508, County
of Cook and State of Illinois

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

JUN 04 1998

By _____

By *[Signature]*

Title: **VICE CHAIRMAN OF THE BOARD**

Title: *president*

Patricia A. Bush
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
Ruth A. Morawitz
GENERAL COUNSEL

Approved as to form and legality for the sole benefit of CTA. Subject to proper authorization and execution thereof.

Kathleen H. Hermann
Attorney -

U-PASS AGREEMENT

This Agreement, is made and entered into this 4th day of June, 1998 by the Chicago Transit Authority, a municipal corporation (hereinafter referred to as "CTA",) and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on behalf of Olive-Harvey College (hereinafter referred to as "School").

WITNESSETH:

WHEREAS, the CTA provides public transportation to the Chicago metropolitan area; and

WHEREAS, the CTA and the School share the desire to provide a transportation program that will reduce the demand for on-campus parking, reduce pollution, provide low cost transportation to students and increase access to the Chicago metropolitan area; and

WHEREAS, in an attempt to address these needs, the CTA has established two experimental programs, collectively titled the U-Pass Program, and has offered the U-Pass Pilots to the School and the School has agreed to participate in the U-Pass Pilots; and

WHEREAS, the U-Pass will provide students who attend post secondary education schools with unlimited rides on CTA buses and trains during the pilot period; and

WHEREAS, the first pilot program shall be in effect from August 1, 1998 until December 31, 1998, and

WHEREAS, the second pilot program shall be in effect from January 2, 1999 until June 30, 1999;

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, CTA and the School agree as follows:

I. TERM

The term of this agreement shall be from August 1, 1998 through June 30, 1999.

II. SERVICES PROVIDED

A. The U-Pass Program include two Pilots which differ from each other in the use of photo identification. In Pilot No. 1 (August 1, 1998 through December 31, 1998) photo identifications will not be utilized. Pilot No. 2 (January 1, 1999 through June 30, 1999), however, will utilize a photo identification for each student. The School has the option of not participating in Pilot No. 2 if written notice is received by CTA from the School's authorized agent, on or before October 1, 1998.

B. During the term as provided herein, CTA agrees to provide and the School agrees to purchase for distribution for each full time student enrolled in the School or, if the

School is a University, at the college(s) identified by the School, one and only one U-Pass for said student. The term "full time student" shall be as defined by the written policy of the School; the School agrees to provide the CTA with a copy of this policy. The term "College" shall be defined as a part of a University offering a specialized group of courses (for example, the School of Law, the College of Arts and Sciences).

C. The total number of U-Passes to be supplied by CTA to the School shall be determined jointly by CTA and the School based on the total annual enrollment of full time Students at the School's Chicago campus and the School's campuses in the 38 suburbs in which CTA currently operates. The total annual enrollment shall be based on the annual survey conducted by the Illinois Board of Higher Education, and the enrollment inventory maintained by the School. The School shall provide a copy of the School's full time enrollment figures to CTA no later than 30 calendar days following the first scheduled day of class.

D. The U-Pass shall be valid on all buses and trains operated by the CTA including CTA's paratransit vehicles, at all hours of operation.

E. The School acknowledges that changes may be made by CTA in the level and/or times of service during the course of this agreement for the efficient operation of its transit system. The School agrees that CTA retains the sole right to determine the level and type of transit service provided. The School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the U-Pass if service is delayed, is not provided, or a student's U-Pass is destroyed, lost or stolen.

F. The U-Pass is not transferrable and may be revoked by CTA if it is misused or presented for transportation by any person other than the person to whom it is issued. CTA maintains the right to inspect the U-Pass used by a student and to ask the student for another form of identification, to ensure that the pass is being used by the person to whom it is issued. Further, CTA maintains the right to deny a student access to the CTA system at the U-Pass reduced fee if the student does not possess the U-Pass.

G. The School agrees to establish appropriate procedures to assure that one and only one pass per semester/quarter is distributed to each applicable student at the School. The procedures and any monitoring documentation shall be made available to CTA upon request.

H. Student Identification

1. Pilot No. 1 - No photo identification will be provided to the School. The pass will contain only the name of the school and the name of the student.
2. Pilot No. 2 - Photo identifications will be included on the pass in addition to the name of the school and the name of the student.
3. For Pilot No. 2, the student shall have the option of providing CTA with a photograph which matches CTA's size specifications or, utilizing CTA's photographic services at a cost to be determined by the CTA.

III. PAYMENT FOR SERVICE

A. A U-Pass will be issued by CTA for each semester/quarter/trimester the School is in session during the term of this agreement. The U-Pass will be valid beginning the first day of the School's scheduled classes for the semester/quarter/trimester. The U-Pass shall be continuously valid thereafter until the last day of the School's scheduled final exams for the quarter/semester. The U-Pass shall not be valid during the 1998 semester/quarter/trimester break.

B. The cost of the U-Pass shall be \$.50 per calendar day of the scheduled semester/quarter/trimester for the term of this agreement, *not to exceed sixty dollars (\$60.00) per semester*. The specific cost is as follows:

Fall, 1998 quarter/semester/trimester (Pilot #1) \$ \$60.00 per student

Spring, 1999 semester (Pilot #2) \$ \$60.00 per student

C. Payment for the U-Passes provided to the School by CTA for the Fall, 1998 (Pilot #1) semester/quarter shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before July 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of the U-Passes; and
- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

D. Payment for the U-Passes provided to the school by CTA for the Spring, 1999 semester or, where applicable, the Winter quarter/trimester, 1999 and the Spring quarter/trimester, 1999 (Pilot #2) shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before November 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of

the U-Passes; and

- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

E. The invoice submitted by CTA to the School for the U-Pass shall be based on the total number of full time students at all of the School's campuses. After payment is made by the School, the School will be entitled to a refund from CTA for full time students who do not attend at least part of their classes at the School's Chicago campus or at a campus within one of the 38 suburbs currently served by CTA.

F. Payments shall be made by the School to the following:

ATTN: Cashier
Chicago Transit Authority
P.O. Box 3555
Merchandise Mart Plaza
Chicago, Illinois 60654

G. Payments received by the CTA after the due date(s) shall incur interest at the rate of 10% per annum. In addition, If CTA does not receive the final payment when due for each pilot, CTA, has the right to void the passes provided by it to the School.

H. The School acknowledges that from time to time a student's U-Pass could be lost or stolen. In such situations, CTA agrees to replace the U-Pass on the following conditions: 1) the student fills out a lost/stolen U-Pass report with the CTA **and** either the University Police or the applicable municipal police department; and 2) the student or School pays a replacement fee of \$25.00 to CTA. Replacement U-Passes will not be provided to a student more than once per school year.

I. The pricing set forth in this Agreement is valid only for the term set forth herein. Following this term, CTA reserves the right to review the success of the pilot. program, and cancel or modify the U-Pass program as deemed necessary and appropriate by CTA.

IV. TRANSMITTAL OF PASSES

The School agrees to personally pick up the U-passes at the CTA Treasurer's office, Room 722, Merchandise Mart Plaza, Chicago, Illinois. Only an authorized individual, as identified in writing by the School to the CTA, shall be allowed to pick up the U-Passes. CTA shall not be liable to the School for any lost, damaged or stolen passes once they have been picked up at the CTA Treasurer's office.

V. NOTICE

Agreement shall be directed by United States mail, postage prepaid, and addressed as follows:

SCHOOL:
Wayne D. Watson, Chancellor
City Colleges of Chicago
226 W. Jackson Blvd., 14th Floor
Chicago, IL 60606

CTA: U-Pass Coordinator
Chicago Transit Authority
Room 734, Merchandise Mart
P. O. Box 3555
Chicago, IL 60654

VI. MISCELLANEOUS

A. The School agrees to permit CTA and/or its agents access to the School's campus to conduct a survey of students, at CTA's cost, regarding the U-Pass. The type and extent of the survey shall be determined solely by CTA. The School agrees to provide access to the School's campus at least twice, once prior to the start of the UPass program and once during the scheduled Fall, 1998 semester/quarter. The School also agrees to reasonably participate in the survey upon CTA's request.

B. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unto unless the same be in writing signed by the duly authorized agent or agents who executed this Agreement.

C. The School agrees that it will take appropriate measures to make each of its full time students bound to the terms of this Agreement.

D. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provision of this Agreement remain in full force and effect.

E. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of CTA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CTA or the School therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

F. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and that Illinois law shall be applied.

20675

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper offices.

WITNESS:

SCHOOL:

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

JUN 4 - 1998

By: *James A. Dyer*

By: *Frank...*

~~Chairman~~ Chairman

Title: *Board*

Attest: *Patricia A. Buck*

Approved as to Legal Form

Approved as to form and legality,
for the sole benefit of CTA. Subject
to proper authorization and exe-
cution thereof.

[Signature]
General Counsel

Kathleen Hermann
Attorney

Addendum to U-PASS Agreement, dated June 4, 1998 between the Chicago Transit Authority and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

The effective dates of the U-PASS at Olive -Harvey are as follows:

Olive Harvey College

Fall Semester

All full-time students enrolled in semester-based programs: 119 total days
Monday, August 24, 1998 - Sunday, December 20, 1998
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

Spring Semester

All full-time students enrolled in semester-based programs: 120 total days
Monday, January 11, 1999 - Sunday, May 16, 1999
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

SCHOOL
Board of Trustees Community
College District No. 508, County
of Cook and State of Illinois **JUN 04 1998**

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

By James C. Ryan

By Kelkhan

Title **VICE CHAIRMAN OF THE BOARD** Title Asst

Patricia A. Buck
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
Kathleen H. Herrmann
GENERAL COUNSEL

Approved as to form and legality,
for the sole benefit of CTA. Subject
to proper authorization and exe-
cution thereof.

Kathleen H. Herrmann
Attorney

U-PASS AGREEMENT

This Agreement, is made and entered into this 4th day of June, 1998 by the Chicago Transit Authority, a municipal corporation (hereinafter referred to as "CTA"), and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on behalf of Truman College (hereinafter referred to as "School").

WITNESSETH:

WHEREAS, the CTA provides public transportation to the Chicago metropolitan area; and

WHEREAS, the CTA and the School share the desire to provide a transportation program that will reduce the demand for on-campus parking, reduce pollution, provide low cost transportation to students and increase access to the Chicago metropolitan area; and

WHEREAS, in an attempt to address these needs, the CTA has established two experimental programs, collectively titled the U-Pass Program, and has offered the U-Pass Pilots to the School and the School has agreed to participate in the U-Pass Pilots; and

WHEREAS, the U-Pass will provide students who attend post secondary education schools with unlimited rides on CTA buses and trains during the pilot period; and

WHEREAS, the first pilot program shall be in effect from August 1, 1998 until December 31, 1998, and

WHEREAS, the second pilot program shall be in effect from January 2, 1999 until June 30, 1999;

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, CTA and the School agree as follows:

I. TERM

The term of this agreement shall be from August 1, 1998 through June 30, 1999.

II. SERVICES PROVIDED

A. The U-Pass Program include two Pilots which differ from each other in the use of photo identification. In Pilot No. 1 (August 1, 1998 through December 31, 1998) photo identifications will not be utilized. Pilot No. 2 (January 1, 1999 through June 30, 1999), however, will utilize a photo identification for each student. The School has the option of not participating in Pilot No. 2 if written notice is received by CTA from the School's authorized agent, on or before October 1, 1998.

B. During the term as provided herein, CTA agrees to provide and the School agrees to purchase for distribution for each full time student enrolled in the School or, if the

School is a University, at the college(s) identified by the School, one and only one U-Pass for said student. The term "full time student" shall be as defined by the written policy of the School; the School agrees to provide the CTA with a copy of this policy. The term "College" shall be defined as a part of a University offering a specialized group of courses (for example, the School of Law, the College of Arts and Sciences).

C. The total number of U-Passes to be supplied by CTA to the School shall be determined jointly by CTA and the School based on the total annual enrollment of full time Students at the School's Chicago campus and the School's campuses in the 38 suburbs in which CTA currently operates. The total annual enrollment shall be based on the annual survey conducted by the Illinois Board of Higher Education, and the enrollment inventory maintained by the School. The School shall provide a copy of the School's full time enrollment figures to CTA no later than 30 calendar days following the first scheduled day of class.

D. The U-Pass shall be valid on all buses and trains operated by the CTA including CTA's paratransit vehicles, at all hours of operation.

E. The School acknowledges that changes may be made by CTA in the level and/or times of service during the course of this agreement for the efficient operation of its transit system. The School agrees that CTA retains the sole right to determine the level and type of transit service provided. The School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the U-Pass if service is delayed, is not provided, or a student's U-Pass is destroyed, lost or stolen.

F. The U-Pass is not transferrable and may be revoked by CTA if it is misused or presented for transportation by any person other than the person to whom it is issued. CTA maintains the right to inspect the U-Pass used by a student and to ask the student for another form of identification, to ensure that the pass is being used by the person to whom it is issued. Further, CTA maintains the right to deny a student access to the CTA system at the U-Pass reduced fee if the student does not possess the U-Pass.

G. The School agrees to establish appropriate procedures to assure that one and only one pass per semester/quarter is distributed to each applicable student at the School. The procedures and any monitoring documentation shall be made available to CTA upon request.

H. Student Identification

1. Pilot No. 1 - No photo identification will be provided to the School. The pass will contain only the name of the school and the name of the student.

2. Pilot No. 2 - Photo identifications will be included on the pass in addition to the name of the school and the name of the student.

3. For Pilot No. 2, the student shall have the option of providing CTA with a photograph which matches CTA's size specifications or, utilizing CTA's photographic services at a cost to be determined by the CTA.

20675

III. PAYMENT FOR SERVICE

A. A U-Pass will be issued by CTA for each semester/quarter/trimester the School is in session during the term of this agreement. The U-Pass will be valid beginning the first day of the School's scheduled classes for the semester/quarter/trimester. The U-Pass shall be continuously valid thereafter until the last day of the School's scheduled final exams for the quarter/semester. The U-Pass shall not be valid during the 1998 semester/quarter/trimester break.

B. The cost of the U-Pass shall be \$.50 per calendar day of the scheduled semester/quarter/trimester for the term of this agreement, *not to exceed sixty dollars (\$60.00) per semester*. The specific cost is as follows:

Fall, 1998 quarter/semester/trimester (Pilot #1)
Spring, 1999 semester (Pilot #2)

\$ _____ *
\$ _____ *

C. Payment for the U-Passes provided to the School by CTA for the Fall, 1998 (Pilot #1) semester/quarter shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before July 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of the U-Passes; and
- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

D. Payment for the U-Passes provided to the school by CTA for the Spring, 1999 semester or, where applicable, the Winter quarter/trimester, 1999 and the Spring quarter/trimester, 1999 (Pilot #2) shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before November 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of the U-Passes; and

* Sixty Dollars (\$60.00) per semester for students of semester-based programs; Pro-rated at Fifty Cents (\$.50) per day for Technical Center Students whose terms are not semester based.

the U-Passes; and

- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

E. The invoice submitted by CTA to the School for the U-Pass shall be based on the total number of full time students at all of the School's campuses. After payment is made by the School, the School will be entitled to a refund from CTA for full time students who do not attend at least part of their classes at the School's Chicago campus or at a campus within one of the 38 suburbs currently served by CTA.

F. Payments shall be made by the School to the following:

ATTN: Cashier
Chicago Transit Authority
P.O. Box 3555
Merchandise Mart Plaza
Chicago, Illinois 60654

G. Payments received by the CTA after the due date(s) shall incur interest at the rate of 10% per annum. In addition, If CTA does not receive the final payment when due for each pilot, CTA, has the right to void the passes provided by it to the School.

H. The School acknowledges that from time to time a student's U-Pass could be lost or stolen. In such situations, CTA agrees to replace the U-Pass on the following conditions: 1) the student fills out a lost/stolen U-Pass report with the CTA and either the University Police or the applicable municipal police department; and 2) the student or School pays a replacement fee of \$25.00 to CTA. Replacement U-Passes will not be provided to a student more than once per school year.

I. The pricing set forth in this Agreement is valid only for the term set forth herein. Following this term, CTA reserves the right to review the success of the pilot program, and cancel or modify the U-Pass program as deemed necessary and appropriate by CTA.

IV. TRANSMITTAL OF PASSES

The School agrees to personally pick up the U-passes at the CTA Treasurer's office, Room 722, Merchandise Mart Plaza, Chicago, Illinois. Only an authorized individual, as identified in writing by the School to the CTA, shall be allowed to pick up the U-Passes. CTA shall not be liable to the School for any lost, damaged or stolen passes once they have been picked up at the CTA Treasurer's office.

V. NOTICE

Agreement shall be directed by United States mail, postage prepaid, and addressed as follows:

SCHOOL:
Wayne D. Watson, Chancellor
City Colleges of Chicago
226 W. Jackson Blvd., 14th Floor
Chicago, IL 60606

CTA: U-Pass Coordinator
Chicago Transit Authority
Room 734, Merchandise Mart
P. O. Box 3555
Chicago, IL 60654

VI. MISCELLANEOUS

A. The School agrees to permit CTA and/or its agents access to the School's campus to conduct a survey of students, at CTA's cost, regarding the U-Pass. The type and extent of the survey shall be determined solely by CTA. The School agrees to provide access to the School's campus at least twice, once prior to the start of the UPass program and once during the scheduled Fall, 1998 semester/quarter. The School also agrees to reasonably participate in the survey upon CTA's request.

B. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unto unless the same be in writing signed by the duly authorized agent or agents who executed this Agreement.

C. The School agrees that it will take appropriate measures to make each of its full time students bound to the terms of this Agreement.

D. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provision of this Agreement remain in full force and effect.

E. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of CTA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CTA or the School therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

F. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and that Illinois law shall be applied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper offices.

WITNESS:

SCHOOL:

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

JUN 4 - 1998

By: James A. Dyson

By: Felker

VICE Chairman

Title: Board

Attest: Patricia A Buck

Approved as to Legal Form

Ruth M. Wescott
General Counsel

J

...benefit of...
...authorize...

Kathleen Herrmann

Addendum to U-PASS Agreement, dated June 4, 1998 between the Chicago Transit Authority and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

The effective dates of the U-PASS at Truman College are as follows:

Truman College

Fall Semester

All full-time students enrolled in semester-based programs: 119 total days
Monday, August 24, 1998 - Sunday, December 20, 1998
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

All full-time students enrolled in Technical Center programs: 130 total days
Monday, August 24, 1998 - Thursday, December 31, 1998
The assessed fee for each U-PASS issued for each qualifying student shall be pro-rated at \$.50 per calendar day for each individual full-time Technical Center student.

Spring Semester

All full-time students enrolled in semester-based programs: 120 total days
Monday, January 11, 1999 - Sunday, May 16, 1999
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

All full-time students enrolled in Technical Center programs: 171 total days
Monday, January 11, 1999 - Wednesday, June 30, 1999
The assessed fee for each U-PASS issued for each qualifying student shall be pro-rated at \$.50 per calendar day for each individual full-time Technical Center student.

SCHOOL
Board of Trustees Community
College District No. 508, County
of Cook and State of Illinois **JUN 04 1998**

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

By James A. Dyson

By Richard

Title **VICE CHAIRMAN OF THE BOARD**

Title Resident

Patricia A. Bunk

Approved as to form and legality
for the sole benefit of CTA Subject
to proper authorization and fee

ASSISTANT BOARD SECRETARY
APPROVED AS TO LEGAL FORM
Richard A. Mesonitch
GENERAL COUNSEL

Kathleen H. Hennings

U-PASS AGREEMENT

This Agreement, is made and entered into this 4th day of June, 1998 by the Chicago Transit Authority, a municipal corporation (hereinafter referred to as "CTA"), and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on behalf of Harold Washington College (hereinafter referred to as "School").

WITNESSETH:

WHEREAS, the CTA provides public transportation to the Chicago metropolitan area; and

WHEREAS, the CTA and the School share the desire to provide a transportation program that will reduce the demand for on-campus parking, reduce pollution, provide low cost transportation to students and increase access to the Chicago metropolitan area; and

WHEREAS, in an attempt to address these needs, the CTA has established two experimental programs, collectively titled the U-Pass Program, and has offered the U-Pass Pilots to the School and the School has agreed to participate in the U-Pass Pilots; and

WHEREAS, the U-Pass will provide students who attend post secondary education schools with unlimited rides on CTA buses and trains during the pilot period; and

WHEREAS, the first pilot program shall be in effect from August 1, 1998 until December 31, 1998, and

WHEREAS, the second pilot program shall be in effect from January 2, 1999 until June 30, 1999;

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, CTA and the School agree as follows:

I. TERM

The term of this agreement shall be from August 1, 1998 through June 30, 1999.

II. SERVICES PROVIDED

A. The U-Pass Program include two Pilots which differ from each other in the use of photo identification. In Pilot No. 1 (August 1, 1998 through December 31, 1998) photo identifications will not be utilized. Pilot No. 2 (January 1, 1999 through June 30, 1999), however, will utilize a photo identification for each student. The School has the option of not participating in Pilot No. 2 if written notice is received by CTA from the School's authorized agent, on or before October 1, 1998.

B. During the term as provided herein, CTA agrees to provide and the School agrees to purchase for distribution for each full time student enrolled in the School or, if the

20675

School is a University, at the college(s) identified by the School, one and only one U-Pass for said student. The term "full time student" shall be as defined by the written policy of the School; the School agrees to provide the CTA with a copy of this policy. The term "College" shall be defined as a part of a University offering a specialized group of courses (for example, the School of Law, the College of Arts and Sciences).

C. The total number of U-Passes to be supplied by CTA to the School shall be determined jointly by CTA and the School based on the total annual enrollment of full time Students at the School's Chicago campus and the School's campuses in the 38 suburbs in which CTA currently operates. The total annual enrollment shall be based on the annual survey conducted by the Illinois Board of Higher Education, and the enrollment inventory maintained by the School. The School shall provide a copy of the School's full time enrollment figures to CTA no later than 30 calendar days following the first scheduled day of class.

D. The U-Pass shall be valid on all buses and trains operated by the CTA including CTA's paratransit vehicles, at all hours of operation.

E. The School acknowledges that changes may be made by CTA in the level and/or times of service during the course of this agreement for the efficient operation of its transit system. The School agrees that CTA retains the sole right to determine the level and type of transit service provided. The School further agrees that neither it nor the student shall be entitled to a refund of all or a portion of the cost of the U-Pass if service is delayed, is not provided, or a student's U-Pass is destroyed, lost or stolen.

F. The U-Pass is not transferrable and may be revoked by CTA if it is misused or presented for transportation by any person other than the person to whom it is issued. CTA maintains the right to inspect the U-Pass used by a student and to ask the student for another form of identification, to ensure that the pass is being used by the person to whom it is issued. Further, CTA maintains the right to deny a student access to the CTA system at the U-Pass reduced fee if the student does not possess the U-Pass.

G. The School agrees to establish appropriate procedures to assure that one and only one pass per semester/quarter is distributed to each applicable student at the School. The procedures and any monitoring documentation shall be made available to CTA upon request.

H. Student Identification

1. Pilot No. 1 - No photo identification will be provided to the School. The pass will contain only the name of the school and the name of the student.
2. Pilot No. 2 - Photo identifications will be included on the pass in addition to the name of the school and the name of the student.
3. For Pilot No. 2, the student shall have the option of providing CTA with a photograph which matches CTA's size specifications or, utilizing CTA's photographic services at a cost to be determined by the CTA.

III. PAYMENT FOR SERVICE

A. A U-Pass will be issued by CTA for each semester/quarter/trimester the School is in session during the term of this agreement. The U-Pass will be valid beginning the first day of the School's scheduled classes for the semester/quarter/trimester. The U-Pass shall be continuously valid thereafter until the last day of the School's scheduled final exams for the quarter/semester. The U-Pass shall not be valid during the 1998 semester/quarter/trimester break.

B. The cost of the U-Pass shall be \$.50 per calendar day of the scheduled semester/quarter/trimester for the term of this agreement, *not to exceed sixty dollars (\$60.00) per semester*. The specific cost is as follows:

Fall, 1998 quarter/semester/trimester (Pilot #1) \$ \$60.00 per student

Spring, 1999 semester (Pilot #2) \$ \$60.00 per student

C. Payment for the U-Passes provided to the School by CTA for the Fall, 1998 (Pilot #1) semester/quarter shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before July 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of the U-Passes; and
- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

D. Payment for the U-Passes provided to the school by CTA for the Spring, 1999 semester or, where applicable, the Winter quarter/trimester, 1999 and the Spring quarter/trimester, 1999 (Pilot #2) shall be made under the following schedule:

- 1) Twenty five per cent (25%) of the estimated amount due shall be paid to CTA on or before November 1, 1998; and
- 2) Fifty per cent (50%) of the estimated amount due shall be paid to CTA immediately upon receipt by the school of

the U-Passes; and

- 3) The remaining twenty five per cent (25%) due shall be paid to CTA no later than 30 days from the first scheduled day of class.

E. The invoice submitted by CTA to the School for the U-Pass shall be based on the total number of full time students at all of the School's campuses. After payment is made by the School, the School will be entitled to a refund from CTA for full time students who do not attend at least part of their classes at the School's Chicago campus or at a campus within one of the 38 suburbs currently served by CTA.

F. Payments shall be made by the School to the following:

ATTN: Cashier
Chicago Transit Authority
P.O. Box 3555
Merchandise Mart Plaza
Chicago, Illinois 60654

G. Payments received by the CTA after the due date(s) shall incur interest at the rate of 10% per annum. In addition, If CTA does not receive the final payment when due for each pilot, CTA, has the right to void the passes provided by it to the School.

H. The School acknowledges that from time to time a student's U-Pass could be lost or stolen. In such situations, CTA agrees to replace the U-Pass on the following conditions: 1) the student fills out a lost/stolen U-Pass report with the CTA **and** either the University Police or the applicable municipal police department; and 2) the student or School pays a replacement fee of \$25.00 to CTA. Replacement U-Passes will not be provided to a student more than once per school year.

I. The pricing set forth in this Agreement is valid only for the term set forth herein. Following this term, CTA reserves the right to review the success of the pilot. program, and cancel or modify the U-Pass program as deemed necessary and appropriate by CTA.

IV. TRANSMITTAL OF PASSES

The School agrees to personally pick up the U-passes at the CTA Treasurer's office, Room 722, Merchandise Mart Plaza, Chicago, Illinois. Only an authorized individual, as identified in writing by the School to the CTA, shall be allowed to pick up the U-Passes. CTA shall not be liable to the School for any lost, damaged or stolen passes once they have been picked up at the CTA Treasurer's office.

V. NOTICE

20675

Agreement shall be directed by United States mail, postage prepaid, and addressed as follows:

SCHOOL:
Wayne D. Watson, Chancellor
City Colleges of Chicago
226 W. Jackson Blvd., 14th Floor
Chicago, IL 60606

CTA: U-Pass Coordinator
Chicago Transit Authority
Room 734, Merchandise Mart
P. O. Box 3555
Chicago, IL 60654

VI. MISCELLANEOUS

A. The School agrees to permit CTA and/or its agents access to the School's campus to conduct a survey of students, at CTA's cost, regarding the U-Pass. The type and extent of the survey shall be determined solely by CTA. The School agrees to provide access to the School's campus at least twice, once prior to the start of the UPass program and once during the scheduled Fall, 1998 semester/quarter. The School also agrees to reasonably participate in the survey upon CTA's request.

B. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unto unless the same be in writing signed by the duly authorized agent or agents who executed this Agreement.

C. The School agrees that it will take appropriate measures to make each of its full time students bound to the terms of this Agreement.

D. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provision of this Agreement remain in full force and effect.

E. No failure to exercise, and no delay in exercising any right, power, or remedy hereunder on the part of CTA or the School shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CTA or the School therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

F. The parties hereto agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and that Illinois law shall be applied.

20675

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper offices.

WITNESS:

SCHOOL:

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

By: James A. Ryan JUN 4 - 1998

VICE Chairman

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

By: Frank...

Title: ...

Attest: Patricia A. Buck
ASSISTANT BOARD SECRETARY

Approved as to Legal Form

Robert M. Moscovitch
General Counsel

APPROVED AS TO LEGAL FORM
for the sole benefit of CTA Subject
to proper authorization and
action thereon.
Kathleen Herrmann

Addendum to U-PASS Agreement, dated June 4, 1998 between the Chicago Transit Authority and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois:

The effective dates of the U-PASS at Harold Washington College are as follows:

Harold Washington College

Fall Semester

All full-time students enrolled in semester-based programs: 119 total days
Monday, August 24, 1998 - Sunday, December 20, 1998
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

Spring Semester

All full-time students enrolled in semester-based programs: 120 total days
Monday, January 11, 1999 - Sunday, May 16, 1999
The assessed fee for each U-PASS issued for each qualifying student shall be \$60.00

SCHOOL
Board of Trustees Community
College District No. 508, County
of Cook and State of Illinois **JUN 04 1998**

CHICAGO TRANSIT AUTHORITY
A Municipal Corporation

By James A. Dyson

By Frank Kerns

Title **VICE CHAIRMAN OF THE BOARD**
Patricia A. Buck

Title President

~~ASSISTANT BOARD SECRETARY~~
APPROVED AS TO LEGAL FORM
Ruth M. Marshall
GENERAL COUNSEL

Appointed as a board member and secretary,
for the board of trustees of CTA subject
to prior information and con-
sultation.
Kathleen A. Herrmann