

TRANSIT FARES AGREEMENT

This Transit Fares Agreement (“Agreement”) is made by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota (“the Council”), through its Metro Transit division, and _____ (“the Agency”).

RECITALS:

1. The Council is authorized in accordance with Minnesota Statutes, section 473.405, to operate public transit systems in the metropolitan area, as defined by Minnesota Statutes, section 473.121, subdivision 2. Minnesota Statutes, sections 473.387 and 473.408 authorize the Council to design and administer special transportation programs and establish special fare programs.
2. The Agency is an eligible participant as defined by the Program Requirements and wishes to participate in the following program:

Eligible Charitable Organization (ECO)

Fares Program

Job Seeker Program

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Program Requirements.** The Agency agrees to abide by the Program Requirements for the program in which it participates, as described in the Attachment to this Agreement. The Council reserves the right, in its sole discretion, to modify the Program Requirements, including eligibility requirements, upon reasonable notice to the Agency.
2. **Purchase and Delivery.** The Agency will purchase prepaid transit fares (“Transit Fares”) according to the Program Requirements. If the number of Transit Fares purchased from the Council differs from the actual number of Transit Fares delivered to the Agency, the Agency shall notify the Council’s Metro Transit Supervisor of Sales Operations in writing of the discrepancy. The Agency must provide notice within 3 business days of delivery. Failure to provide timely notice constitutes a waiver of any claims based on any discrepancies.
3. **Payment.** The Agency must pay for all Transit Fares within 30 days of the date of invoice whether or not the Agency has sold or distributed the Transit Fares. The Council reserves the right to reduce or withhold quantities ordered if the Agency has an outstanding invoice for Transit Fares that is more than 40 days old.
4. **Loss or Theft of Fare Media.** After delivery to the Agency, the Council is not liable for any lost or stolen Transit Fares.

5. **Term.** This Agreement is effective upon full execution by the Parties' authorized representatives. Either Party may terminate this Agreement at any time, for any reason, upon 30 days' written notice to the other Party. This Agreement will terminate immediately if the Agency is no longer eligible to participate in the program according to the Program Requirements. Upon termination, the Agency will pay for all undisputed, outstanding invoices within 30 days after the effective date of termination, or within 30 days after the date of receipt of an undisputed invoice, whichever is later.

6. **6. Audit and Record Keeping.** As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of Agency and of any subcontractor relating to work performed under the Agreement will be subject to audit and examination by Council and either the legislative auditor or state auditor, as appropriate, for a minimum of six years. Agency and any subcontractor will allow Council or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under the Agreement. Audits conducted by Council under this provision will be according to the generally accepted auditing standards. Financial adjustments resulting from any audit by Council will be paid in full within 30 days of Agency receipt of audit.

7. **Minnesota Government Data Practice Act.** Council, as a public corporation and political subdivision of the State of Minnesota, is subject to the Minnesota Government Data Practice Act ("MGDPA"), Minnesota Statutes Chapter 13. Agency will follow MGDPA regarding all data received from Council under the Agreement. Nothing in the Agreement will be construed to require Agency to take any action or refrain from taking any action which would constitute a violation of the MGDPA. Nothing in the Agreement will be construed to require Agency to treat data received under the Agreement differently than what is required under the MGDPA.

Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to Agency under the Agreement, Agency will administer and maintain any such data in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and any other statutory provisions applicable to the data.

- To the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to the Agreement, then:
 - all of the data created, collected, received, stored, used, maintained, or disseminated by Agency in performing the Agreement are subject to the requirements of the MGDPA;
 - Agency must comply with those requirements as if it were a government entity; and
 - the civil remedies of Minnesota Statutes, section 13.08 apply to Agency. If Agency receives a request to release data under the MGDPA, Agency will consult with the Council before releasing any Council data.

- 8. **Assignment Prohibited.** The Agency may not assign this Agreement, or any Transit Fares obtained pursuant to this Agreement, to a new owner without prior written approval from the Council. The

Agency must notify the Council in writing at least 30 days prior to an ownership change. This Agreement will terminate automatically if Agency ownership changes, unless the Council has approved the assignment of this Agreement and any related Transit Fares in writing.

9. **Workers Compensation Coverage.** Agency represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and all its subcontractors or material suppliers under this Agreement, are in compliance with the tax withholding on wage requirements of Minnesota Statutes, section 290.92.
10. **Legal Compliance.** The Agency must comply with all applicable federal, state, and local laws. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without reference to its conflict of law provisions.
11. **Publicity.** Council does not authorize the use of Council's, marks, image or copyright for, or in connection with, any publicity without Council's prior written authorization.
12. **No Employment Relationship.** Nothing in this Agreement shall be construed to create an employment relationship between the Parties and their respective officers, employees, and agents.
13. **Conflict of Interest.** Agency certifies that to the best of its knowledge no officer or employee of Council has any pecuniary interest in the business of Agency and that no person associated with Agency has any interest that would conflict in any manner or degree with the provision of goods or services under this Agreement.
14. **Notices.** All notice in connection with this Agreement will be in writing and delivered by (a) confirmed email or (b) first class mail, postage prepaid. Notices will be effective upon confirmation of receipt of email or five business days after the date of mailing. Notices will be sent to the party's address set forth below or such other address as a party may specify in writing under this section.

To the Council: Metro Transit
 Sales Operations
 570 Sixth Avenue North
 Minneapolis, MN 55411-4398

Attention: Lisa Anderson or her successor
Email: lisa.anderson@metrotransit.org

To the Agency: Address:

 Attention:
 Email:
 Phone:

15. **Counterparts.** This Agreement may be electronically signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed Agreement.

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

METROPOLITAN COUNCIL

AGENCY

BY:

BY:

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT
PROGRAM REQUIREMENTS

Contact Person: _____

Address: _____

Telephone: _____

Email: _____

Fares Program

The Fares Program is designed for organizations that purchase Transit Fares in bulk on credit. The Transit Fares may then be provided at or below cost to Agency participants, such as employees or clients, at the Agency’s discretion.

Program Rate: Cash Value Price

Eligible Individuals: Agency participants, defined as: _____

Requirements:

1. The Agency may only resell Transit Fares on the Go-To Card to Agency participants.
2. The Agency may only add Mobility or Reduced Fares to the Go-To Card when Agency participants provide proper identification.
3. The Agency may not resell the Transit Fares for more than the cash value price of the fares purchased from the Council.

Jobseeker Program

The Council is authorized under Minnesota Statutes section 473.387, subdivision 3 to establish a program to increase the availability and utility of public transit services and reduce transportation costs for persons who are seeking employment and who lack private means of transportation. An Agency is eligible for the Jobseeker program if it is a private, non-profit, tax-exempt, or public organization that provides public employment assistance services to eligible individuals. The Agency may purchase Transit Fares from the Council at 50% of the cash value price.

Program Rate: 50% Discount from Cash Value Price

Eligible Individuals: individuals who are actively seeking employment and who lack private means of transportation.

Requirements:

1. The Agency must be a private, nonprofit, or public organization providing employment assistance services to individuals seeking employment.
2. The Agency must provide the Council with an IRS Form 990 or a copy of the Agency's bylaws setting forth a statement of its employment services to individuals seeking employment.
3. The Agency must notify the Council immediately if there is a change in its service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.
4. If the Agency resells the Council-provided Transit Fares to eligible individuals, the Agency cannot resell the Transit Fares at a cost higher than the discounted price paid by the Agency. The Agency may only resell or distribute the Transit Fares to eligible individuals receiving the Agency's employment assistance services and may not resell or distribute the Transit Fares to anyone else, regardless of whether the other individual is a recipient of other Agency services.

Eligible Charitable Organization Program

The Council is authorized under Minnesota Statutes section 473.408, subdivision 8 to provide Transit Fares at a special discount to charitable organizations. In 2009, the Council initiated a pilot program to increase the availability of public transit services for persons who are a "Homeless Individual" by selling discounted Transit Fares to charitable organizations. A "Homeless Individual" means:

- (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
- (2) an individual who has a primary nighttime residence that is:
 - (i) a supervised publicly or privately operated shelter or dwelling designed to provide temporary living accommodations;
 - (ii) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (iii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for humans.

(See Minnesota Statutes, section 116L.361, subdivision 5). A Homeless Individual does not include any individual imprisoned or otherwise detained under federal or state law. Participating Agencies may purchase select Transit Fares from the Council at 50% of the cash value price.

Program Rate: 50% Discount on Tokens and other Transit Fares

Eligible Individuals: Only Homeless Individuals as defined above

Requirements:

1. The Agency must be a charitable organization as described in section 501(c)(3) of the Internal Revenue Code. The Agency must notify the Council immediately if there is a change in its

service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.

2. The Agency must distribute discounted tokens only to Homeless Individuals at no cost.
3. The Agency must notify the Council immediately if there is a change in its legal status or service purpose during the term of this Agreement, or within 30 days if there is a change in its organizational structure or tax-exempt status.