

Agreement Number 11R038

DISCOUNT TRANSIT PASSES AGREEMENT WITH ELIGIBLE CHARITABLE ORGANIZATION

THIS AGREEMENT is made and entered into by and between the _____ (the "Eligible Charitable Organization" or "ECO") and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota (the "Council").

RECITALS

1. The Metropolitan Council has established a program to sell transit fare media at a 50 percent (50%) discount to eligible charitable organizations for use by homeless individuals.
2. An "eligible charitable organization" means a charitable organization described in Section 501(c) (3) of the Internal Revenue Code that provides services for homeless individuals.
3. "Homeless Individual" or "Homeless Individuals" 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.
4. This Agreement is intended to memorialize the term under which the Council will sell the transit fare media to the ECO for the use by Homeless Individuals.

NOW, THEREFORE, the Council and the ECO agree as follows:

1. Representations. The ECO makes the following representations and certifications a part of this agreement:
 - A. The ECO operates a non-profit charitable organization, as described in section 501(c) (3) of the Internal Revenue Code; and
 - B. The ECO provides services for Homeless Individuals.
2. Documentation. Prior to entering this Agreement, the ECO shall provide the Council with documentation of its legal status as a 501(c) (3) organization as described in the Internal Revenue Code. The ECO may use the current IRS Determination letter or Form 1023 covering the term of this Agreement as acceptable documentation of the above. The ECO shall also provide Council with documentation of its organization's services to Homeless Individuals. The ECO may use the IRS Form 990 which includes the appropriate statements regarding the ECO purpose or ECO bylaws with appropriate statements as to mission and purpose including the service to Homeless Individuals as acceptable documentation.

3. Notification of Change in Status. The ECO shall notify the Council immediately if its legal status or service purpose (as described in 1 or 2 above) changes so that the ECO no longer qualifies for program, in which case this Agreement shall immediately terminate. Additionally, the ECO will notify the Council in writing at least 30 days prior to an ownership change. The ECO has no power to assign this contract or transfer fare media to a new owner without express written approval from the Council. This agreement will terminate automatically if the ECO has a change in ownership, unless the Council has approved the assignment of the contract and the transfer of the fare media.
4. Sale of Fare Media to Homeless Individuals. The ECO shall not sell the Council-provided fare media to Homeless Individuals for no more than the amount paid to the Council and shall only sell the fare media to Homeless Individuals and not to any other type of client served by the ECO.
5. Loss or Theft of Fare Media. The ECO shall be fully liable for any loss or theft of the issued fare media and the cash or checks received upon sale of the fare media while the fare media, cash, or checks are in the possession of the ECO or ECO's agent. The ECO's liability to the Council for the loss or theft of any of the fare media shall be measured as 50% of the face value, i.e., the actual price to customers, of the item(s) lost or stolen.
6. Deliveries. The ECO shall check deliveries of fare media and to report any discrepancies to the Council's Metro Transit Supervisor of Sales Operations in writing within three (3) working days of delivery. Fare media purchased by the ECO is not returnable and payments made for fare media are not refundable by the Council.
7. Invoices. The ECO shall pay invoices for the fare media within thirty (30) days of the invoice date.
8. Records. The ECO shall maintain accurate and complete records and accounts of the sale and distribution of fare media and to keep the records, accounts, and accounting practices relevant to this Agreement available for audit by the Council or the State Auditor upon reasonable notice.
9. User Surveys. The ECO agrees to provide reasonable consultation and assistance to prepare any ECO report determined necessary that may include conducting a sampling of user surveys and other activities determined useful and informative.
10. Right to withhold Delivery. The Council agrees to furnish the fare media in quantities as ordered by the ECO at 50% of the cash value price. The Council reserves the right to reduce, or withhold quantities ordered if the Council deems it appropriate. The Council reserves the right to reduce or withhold quantities ordered if the ECO has an outstanding invoice for Council items that is more than 40 days in arrears, or if the ECO has more than one outstanding invoice for Council items.
11. Effective Date. This Agreement shall be effective on the _____ day of _____, 20____, and shall continue in full force and effect, or unless terminated as provided herein.
12. Termination. Either party may terminate this Agreement upon 30-day's written notice to the other party. In addition, this Agreement shall automatically terminate if the ECO is no longer an eligible charitable organization serving Homeless Individuals. Upon termination of this agreement, the ECO will present to the Council fare media and/or cash and checks equal to the outstanding amount of fare media. The Council will perform a closeout audit of the account. The Council reserves the right to terminate this Agreement when the funding limit for the ECO project is reached.
13. Independent Contractors. Neither the ECO nor any of its employees or agents engaged in selling or distributing fare media are in any way to be considered Council employees for any purpose whatsoever.

14. Modifications. Any modification to this agreement must be in writing and signed by authorized representatives of the ECO and the Council

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by, and delivery to, both parties.

METROPOLITAN COUNCIL

Date _____

By _____
Brian Lamb, General Manager
Metro Transit, a operating division of the
Metropolitan Council

ELIGIBLE CHARITABLE ORGANIZATION

Date _____

By _____
ECO Authorized Signatory

Name and Title: _____

ECO Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____