

Transit Assistance Program (TAP) Partner Agreement

AGENCY PREPAID TRANSIT FARE AGREEMENT

This 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:

Transit Assistance 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 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 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. Record Keeping. The Agency shall maintain accurate and complete records and accounts of the sale and distribution of all Transit Fares. Pursuant to Minnesota Statutes section 16C.05 the records, accounts, and accounting practices of the Agency that are relevant to this Agreement are subject to examination by the Council or the State Auditor for a minimum of six years.

7. 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.

8. 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.

9. 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.

10. Complete Agreement. This Agreement constitutes the complete and final agreement between the Parties and supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. Any modification to this Agreement must be made in a writing signed by the Parties' authorized representatives. One or more waivers by one Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date the Council's authorized representative signs this Agreement.

METROPOLITAN COUNCIL

AGENCY

Dennis Dworshak, Metro Transit

By: _____

Date: _____

Signature: _____

Its: _____

Date: _____

Contact: _____

Address: _____

Phone: _____

Email: _____

TRANSIT ASSISTANCE PROGRAM (TAP)

The Transit Assistance Program (TAP) is designed to help make use of public transit more affordable for low income residents.

Program Rate:

Current TAP rate as approved by the Metropolitan Council.

Eligible Individuals:

1. Are not enrolled in other Metro Transit reduced fare programs including Limited Mobility, Reduced fare card holder or TAP.
2. Persons has been certified as low income. Low income is defined by Metro Transit as: below 185% of the federal poverty line, below 50% of the Area Median income for the twin cities or persons who qualify under the Eligible Charitable Organization definition.

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 may distribute TAP cards only to persons who qualify and can provide documentation of qualification if requested by Metro Transit.
3. The Agency must present the Metro Transit Tennessean warning prior to enrollment and registration.
4. 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.
5. The organization must keep a record of program enrollments and document the date issued, certification document used to enroll participant, TAP card serial number and full name of authorized agency representative who distributed the TAP card.
6. The enrollment documents must be retained for one year and can be reviewed by Metro Transit to ensure compliance of the program as requested.
7. Each TAP card issued must be registered to the rider at www.metrotransit.org within 48 hours or the card may be disabled.
8. The agency may add funds to the TAP card but is NOT eligible to any discount when doing so.
9. TAP cards are non-transferable and non-refundable.