

METROPOLITAN COUNCIL METROPASS LICENSE

Participant:	Ramsey County	License No.25R002-1224
Address:	121 7th Place E Suite 4000 St Paul, MN 55101	
Term:	07/01/2025 – 06/30/2030	Effective Date: July 1, 2025
Council Manager:	Lisa Anderson Metropolitan Council/ Metro Transit 570 Sixth Avenue North Minneapolis, MN 55411 (612) 349-7626 <i>lisa.anderson@metrotransit.org</i>	

This Metropass License is made by and between the Metropolitan Council, a political subdivision of the state of Minnesota (“the Council” or “Metro Transit”) and Ramsey County (“the Participant”).

1. PURPOSE: The purpose of this License is to provide the Council’s Metropass to the Participant’s eligible individuals. Metropass is a commuter ridership incentive program that provides an organization with unlimited ride transit passes that can be offered to its individuals at a discounted price. This is not a fee for service arrangement. The goal of the Metropass program is to offer individuals a commuting alternative, to reduce traffic and parking congestion by increasing transit ridership while promoting environmental preservation. The Participant desires to offer the Council’s Metropass to its eligible individuals, and the Council is willing to make its Metropass available to the Participants eligible individuals on the terms and conditions contained in this License.

2. ELIGIBLE INDIVIDUALS: The Participant may offer the Metropass to all of its full-time and part-time individuals during the term of this License. The Participant shall determine, in its sole discretion, the manner and the conditions upon which it will make the Metropasses available to its eligible individuals. The Participant may not provide or sell Metropasses to non-associated individuals. An individual may suspend their participation in the program from one to three months. At the end of the one to three-month suspension, the employee’s Metropass can be reactivated by the Participant.

3. REQUIRED DOCUMENTATION: The Participant may be required to submit such documentation to the Council, as the Council may reasonably require, on an annual basis, verifying the number of eligible individuals, to confirm the number of eligible individuals using the Metropass and to verify an eligible individual’s current status with the participating organization. The Council requires the opportunity to conduct an annual survey of employees to determine mode split at the Participant’s locations. The Council reserves the right to cancel any or all Metropasses if it has reason to believe that information provided by the Participant has

been willfully and purposefully falsified or Metropasses have been willfully, purposefully, and with knowledge of the Participant, given or sold to non-eligible persons. A Participant's Pass Holder is required to provide a valid I.D. to Metro Transit officers or fare inspectors. The Metropass is non-transferable and cannot be used by anyone other than the individual named on the pass. Each Metropass must be signed by the individual that it was issued to. The individual must validate their ride prior to boarding light rail, commuter rail, or bus rapid transit vehicles, or upon boarding a bus (or exiting the bus for certain express routes). A Participant Pass Holder's failure to sign their Metropass or a Pass Holder's failure to validate their ride or show identification shall be considered an improper use of the Metropass for which the Council has the right to revoke or inactivate their pass.

4. DATA PRIVACY: The Council agrees that any data collected and/or stored on individual participants as part of this License shall only be disclosed to third parties as provided for by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all applicable privacy laws.

5. PROGRAM PRICE: The Participants program price will be calculated using the standard formula outlined in this section. The monthly price is calculated by multiplying the Metropass monthly fare by the number of participating individuals using transit each month. For example: at the time of entering into this License, the Participant has 245 individuals using transit. At a Metropass current monthly fare is \$83.00, the initial program price for the Participant shall be \$83.00 multiplied by 245 individuals or \$20,335.00 per month for the term of this License. Upon agreement by Participant and Council, the program price will be adjusted monthly to reflect any changes from the original Participant's individuals using transit. The monthly fare of \$83 will not change prior to the anniversary date or as stated in paragraph 15

6. ADDITIONAL COSTS: The participant may add additional funds to a Metropass (stored value) using Metro Transit's Metropass website; these amounts will be invoiced to the Participant during the time of next monthly invoice processed. The organization wishes to have this option available YES _____ NO ☒ initial _____. Null answers will default to "NO".

7. TERM AND OPTION TO RENEW: The term of this License shall commence on the Effective Date: July 1, 2025 and shall be in force and effect for five years. The Participant shall have the right in Section 16 to terminate this License for any reason after the first-year program by providing the Council with at least thirty (30) days written notice. The Council, in its sole discretion, may grant a request for termination during the first year. In order to continue to be eligible for the program, the participant must maintain at least one (1) individual participating in the program.

8. PAYMENT TERMS: The Participant must make monthly payments to the Council in the amount due in accordance with this license. The Council shall invoice the Participant monthly with payment terms of net 30 days. If any scheduled payments are not made on their due date, then this License may be deemed to be in default and the Council shall have the right to cancel and revoke Metropasses held by the Participant or its individuals on the date of the missed payment. The Council may, at its sole option, allow an extension of any payment due with interest at the rate of 1% compounded monthly on all balances due. The Participant

may require its individuals to share the cost of the Metropass but is prohibited from reselling the Metropasses to individuals above the currently effective Metropass monthly fare.

9. TRACKING OF METROPASSES: Before the Participant's program start date stated in paragraph 7, the Council will make available to the Participant Metropasses for all eligible Participating individuals. The Participant must maintain a current listing of individuals holding Metropasses. The Council reserves the right to audit or survey the number of participating individuals using transit at the Participant's location(s) provided the Council gives 30 days' notice of the intent to do so. At least two (2) weeks prior to the end of the month, the Council; via Metro Transit; advises that the Participant retrieve the current electronic file of the Participant's active pass holders to review for accuracy. At least five (5) days prior to the end of the month the Participant must provide to the Council, with a verification or reconciliation of, the total number of participating individuals using transit who were issued Metropasses. Absent any verification, the active rider information will be considered accurate and payable.

10. TERMINATED OR INELIGIBLE INDIVIDUALS: The Participant shall return immediately to the Council an individual's Metropass, when an individual is terminated, canceled out of the program or otherwise becomes ineligible for the Participant's program. If such an effort is unsuccessful, the Participant will notify the Council and provide the pass serial number of the unreturned Metropass for deactivation purposes. Failure to do so will result in continuing the monthly charge.

11. CONFISCATION OF METROPASS: The Council has the right to confiscate the Metropass and pursue claims or demands against, or seek prosecution of, anyone who duplicates, alters, or commits unauthorized use of the Metropass with intent to defraud. The Council agrees not to pursue any claims or demands against the Participant for issuing the Metropass based on any counterfeiting or alleged counterfeiting of the Metropass, unless the counterfeiting event is the result of the Participant's gross negligence or willful misconduct. An individual who's Metropass has been confiscated will not be eligible to obtain a replacement Metropass for one year.

12. METROPASS REPLACEMENTS: The Council will replace cards that are damaged, defective, lost/stolen, or requiring a name change at no charge. The Participant may not charge the eligible individuals for replacement Metropasses. A Metropass will not be replaced a third time during a twelve-month period, except in the Council's sole discretion and upon showing of extraordinary circumstances.

13. USE OF THE METROPASS: Each participating individual with a valid Metropass may ride on all modes of the regional regular route transit system including light rail in the Seven County Metropolitan Region. Users of the "Northstar" and other future long-distance transit service may incur additional charges on trips with a value higher than the current Metropass trip value. Metropasses are valid seven days a week, 365 days a year, for unlimited rides. The Participant will also be responsible to notify their participating riders, that all Metro Transit customers are subject to the Metro Transit Code of Conduct while using transit services and the requirements in Section 3. Information on the Code of Conduct can be found here: <https://www.metrotransit.org/code-of-conduct>. Metropasses are not valid on any special service as designated by the Council, including special transportation services, e.g. Metro Mobility, operated pursuant to the Americans with Disabilities Act (ADA).

14. CHANGE OF ADDRESS: If the Participant changes location at any time during the License period, it must notify the Council within 30 days.

15. REGIONAL TRANSIT FARE INCREASE: If there is a regional increase or decrease in transit fares, the Council will recalculate the Participant's program price upon the next anniversary date, in accordance with the formula in Section 5 of this License, using the revised Metropass Monthly Fare. The Council will notify the Participant of the recalculated program price at least thirty (30) days before the end of the current twelve-month program duration.

16. TERMINATION OF LICENSE: Either party may terminate this License at any time and for any reason upon providing the other party with thirty (30) days' prior written notice. Termination requests received during the first year of this Metropass License will be considered only under extenuating circumstances. All Council Metropasses or identification of Metropass serial numbers issued to the Participant must be returned to the Council upon the effective date of termination of the License.

16.A TERMINATION APPLICABLE TO MINNESOTA STATE AGENCIES ONLY: The Participant may immediately terminate this license if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Council. The Participant is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Council will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Participant will not be assessed any penalty if the license is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Participant must provide the Council notice of the lack of funding within a reasonable time of the Participant receiving that notice.

17. GUARANTEED RIDE HOME: The Participant's individuals are also eligible to register for the Guaranteed Ride Home Program as administered by the Council. Additional information and registration can be found at: <https://www.metrotransit.org/guaranteed-ride-home>.

18. CLAIMS: Without waiving any privileges and immunities including those conferred by the Minnesota Municipal Tort Claims Act, each party agrees to be responsible for any claims, demands, or suits arising out of its own negligence. No person not a party to this License shall have any rights or entitlement of any nature under it.

19. TEMPORARY PASSES: The Council may issue temporary passes in a fare media determined by the Council for the sole purpose of issuing to eligible individuals who have submitted a replacement request and are waiting for their replacement Metropasses. The Council may impose a fee of \$5 per pass to replenish the supply of temporary stock.

20. FORMAT OF PASSES: The Council will provide custom transit passes that will include the company name and the individual name. Other information may be included as determined by both parties.

21. MARKETING INITIATIVES: The Participant agrees to promote Metropass to its individuals. The Participant also agrees to participate in Metropolitan Council (via Metro Transit) promotional efforts centered around activities related to Metropass. For help with promotional activities, the Participant may contact Metro Transit or its local Transportation Management Organization.

22. NOTICES: All notices permitted or required to be given under this License shall be in writing, signed by the party giving notice, and delivered personally, by confirmed facsimile, by U.S. mail, or by courier to the other party, at the addresses set forth on the signature pages of this License, or at such other addresses as may be supplied by notice given in conformity with the terms of this paragraph. Notice shall be deemed given on the date of receipt of the notice by the party to which the notice was given.

23. ASSIGNMENT: Neither Party may assign its interest in this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Participant may transfer and/or assign some or all of this Agreement by operation of law due to a merger or change of control, without prior notice to the Council or the Council's consent. For the purposes of this Agreement, "change of control" means consolidation, any sale of all or substantially all of Participant's assets or any other transaction in which more than 50% of its voting securities are transferred. Before any assignment of this Agreement by Participant is completed, the Council shall be given 14 days to ensure that the assignee of this Agreement is able to comply with Participant's obligations hereunder and is able to provide any necessary forms or certifications that are required by law and/or this Agreement. If the assignment of this Agreement does not meet the foregoing requirements, such failure shall constitute a material breach of this Agreement and the Council shall have the rights to immediately terminate this Agreement. Unless otherwise specifically agreed to by the non-assigning Party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement. Any assignment in violation hereof shall be null and void.

24. SUCCESSORS AND ASSIGNS: This License shall be binding on the parties' permitted successors and assigns.

25. GOVERNING LAW: This License shall be governed by and construed in accordance with the laws of the state of Minnesota.

26. ENTIRE LICENSE: It is understood and agreed that the entire License between the parties is contained herein and that this License supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this License are incorporated or attached and are deemed to be part of this License. This License cannot be changed or altered except by written amendment signed by authorized representatives of both parties.

27. STATE AUDITS: Under Minn. Stat. § 16C.05, subd. 5, the Council's books, records, documents, and accounting procedures and practices relevant to this license are subject to examination by the Participant and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this license.

28. COMPLIANCE WITH THE LAW. The Council and the Participant agree to comply with all applicable state and federal laws and regulations and all applicable local ordinances and rules.

29. COUNTERPARTS. This License may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed License.

Remainder of this page intentionally left blank

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

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Ramsey County Board Chair

By: _____
Ryan O'Connor, Regional Administrator

(Please print name)

Date: _____

Title: _____

Date: _____

By: _____
Ramsey County Chief Clerk

(Please print name)

Title: _____

Date: _____

By: _____
Ramsey County Attorney's Office

(Please print name)

Title: _____

Date: _____