

RTA REGIONAL FARE PROGRAM AFFILIATE AGREEMENT

1. Affiliate Agreement

The Regional Transportation Authority (RTA) has identified your agency as one providing older adults and/or individuals with disabilities (“RTA Fare Program Participants”) ongoing assistance with applications for RTA Fare Programs. RTA hereby invites your agency to become an official RTA Regional Fare Program Affiliate (hereinafter, an “Affiliate”) that will be recognized as an official RTA Fare Program Assistance site. To become an Affiliate, please review and agree to provide the tasks to be performed for RTA Fare Program Participants listed below, and return a signed copy of this Agreement to the RTA.

2. Tasks Performed by Affiliates:

RTA requires that Affiliates notify the RTA within 24 hours if any of the following tasks can no longer be maintained by the Affiliate:

- (i) Assist RTA Fare Program Participants to complete Reduced Fare or Ride Free permit applications, without regard to residency;
- (ii) Take pictures of applicants, and collect the customer’s demographic information, to be sent to and maintained by the RTA;
- (iii) Mail all completed applications to the RTA using provided postage-paid envelopes to the RTA’s processing center pursuant to the weekday mail schedule provided by the RTA;
- (iv) Fax or email maintenance forms for customer demographic changes, renewal requests, requests for RTA materials, or any other requests to the RTA;
- (v) Provide services to RTA Fare Program Participants “free of charge,” with the exception of an optional small donation for taking customer’s photos;
- (vi) Identify a staff contact for RTA correspondence and notify the RTA of staff changes relating to the contact person of the Affiliate.
- (vii) Participate in semi-annual informational meetings or webinars hosted and scheduled by the RTA in order to receive updated information about the RTA Fare Programs; and
- (viii) Remain active as a Senior Health Assistance Program site for the Illinois Department on Aging that is able to assist customers in completing the Benefit Access Program application;

Affiliate shall provide written notice of any changes in (i) the status or location of the Affiliate, (ii) primary Affiliate contacts/personnel, and (iii) Affiliate web sites or URLs. Written notice can be mailed to the RTA at 175 West Jackson Blvd., Suite 1500, Chicago, Illinois 60604, or sent via electronic mail to VandekrekeM@RTACHICAGO.ORG or BradleyV@RTACHICAGO.ORG.

RTA will have the right to accept or reject any Agreement at its sole discretion, with or without reason, at any time. Unsolicited Agreements delivered to the RTA will not be accepted. The RTA will maintain the official list of Affiliates and RTA Fare Program Assistance sites on the RTA website.

Affiliate agrees that it will adhere to all local, state and federal laws to ensure that its RTA Fare Program Assistance site is free from discrimination related to gender, age, race, nationality, disability status and sexual orientation.

3. Responsibilities of RTA

RTA agrees to provide each Affiliate with the following:

- (i) Sufficient ongoing stock of RTA Ride Free and Reduced Fare applications/brochures with postage paid return envelopes;
- (ii) Support to the Affiliate staff to address questions and supply needs that arise pertaining to RTA services; and
- (iii) Semi-annual and as-needed training.

The Affiliate's will notify the RTA when it requires any of the above-listed items or services provided by the RTA.

4. Term and Modification of the Agreement

Either the Affiliate or RTA may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. If and when the Agreement is terminated, the Affiliate may no longer hold itself out as an Affiliate, and must return to the RTA any and all materials it received as an Affiliate.

The "Term" of this Agreement will begin upon RTA's acceptance of your Affiliate Agreement and will end on the date this Agreement is terminated by either party. Either the Affiliate or RTA may terminate this Agreement at any time, with or without cause, by giving the other party seven (7) days written notice of termination.

RTA may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion. RTA will deliver to the Affiliate a revised copy of this Agreement upon making any modification.

5. Limitation of Liability

RTA will not be liable for indirect, special, incidental, consequential or punitive damages, or for any loss of revenue, profits or data, whether caused directly or indirectly, arising in connection with this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the RTA has been advised of such damages.

6. Indemnification

To the fullest extent permitted by law, each party agrees it will indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, affiliates and representatives, from and against any and all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs and expenses that may in any manner accrue against the other party as

a consequence of the execution of this Agreement or performance of the services contemplated herein, including those arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that, in whole or in part, constitutes infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party.

7. Relationship of Parties

Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the RTA and an Affiliate. The Affiliate will have no authority to make or accept any offers or representations on RTA's behalf, except as otherwise expressly stated herein.

8. Confidentiality

Each party to this Agreement agrees that all information gathered, including, among other things, the terms of this Agreement, personal information, and any customer lists, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not having any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

9. Governing Law and Consent to Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to rules governing choice of laws. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be brought in the federal or state courts located in Cook County, Illinois and you irrevocably consent to the jurisdiction of such courts.

10. Miscellaneous

The provisions contained in this Agreement constitute the entire Agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any party that is not contained in this Agreement shall be valid or binding between the parties.

The Affiliate may not assign or transfer this Agreement or any interest herein, nor shall the same be assignable by operation of law, without our prior written consent. For this purpose, "assignment" shall include any sale of a majority of the voting power of the Affiliate's capital

stock or any merger, consolidation or other comparable transaction following which you are not the surviving corporation.

No release, discharge or waiver of any provision of this Agreement will be enforceable against or binding upon either party unless in writing and executed by the party granting such release, discharge or waiver. Neither the failure to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party may have or a waiver of any rights or remedies with respect to any subsequent breach or default with respect to this Agreement.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

AFFILIATE

Agency Name: Lisle Township

Signature: Mary Jo Muller

By: Mary Jo Muller

Title: Supervisor

ACKNOWLEDGED AND AGREED TO:

**REGIONAL TRANSPORTATION
AUTHORITY**



By: Michael J. VanDekreke

Title: Director, Mobility Services Department

