Clark County Public Transportation Benefits Area
Hop Fastpass™ Contract

Purpose:
This Contract is entered into, September 1, 2018 by and between the Clark County Public Transportation Benefit Area (C-TRAN) and Clark County for ATR and Youth House, (hereinafter, "Employer", "Agency", or "Participant") located at 1601 E Fourth Plain, Vancouver, WA 98666.

Contract Type (please check all options that apply):

☐ **Annual Express**: This discount program offers 12 months of service for the price of 11 and provides access to all C-TRAN services, including Express, Regional, Local, C-VAN paratransit (if medical qualified to ride), TriMet buses, MAX, and Portland Streetcar. This program shall remain in effect from the date listed above through August 31 of the following year, unless terminated by either party for convenience. Please see Exhibit A for a complete list of program requirements.

☐ **Annual Local**: This discount program offers 12 months of service for the price of 11 and provides access to all Local services within C-Zone only. Additional fare required for services outside of C-Zone. This program shall remain in effect from the date listed above through August 31 of the following year, unless terminated by either party for convenience. Please see Exhibit A for a complete list of program requirements.

☐ **Limited Use**: Limited use cards provide access to transit services for 2.5 hours or one (1) full day. These cards are not intended for extended use and cannot be reloaded with additional value. An order form (Attachment A) must be completed by the Employer to indicate the types and quantities of limited use cards to be purchased. The order form can be updated and resubmitted at any time by the Employer throughout the Contract Period. This program shall remain in effect from the date listed above until terminated by either party for convenience.

☐ **Monthly**: This program provides unlimited travel from the first day through the last day of each month. Cards can be reloaded with a monthly product at the start of each new month by the Employer through the Institutional Web site portal. An order form (Attachment A) must initially be completed by the Employer to indicate the types and quantities of monthly cards to be purchased. Additional monthly cards may be ordered at any time by the Employer throughout the Contract Period by resubmitting the order form. This program shall remain in effect from the date listed above until terminated by either party for convenience.

☒ **Agency**: This Contract is available to social service agencies and allows them to provide Hop products to their clients at a discounted or subsidized rate as part of a transit benefit program designed to assist them with their transportation needs; however, it does not allow for the
resale of cards at a higher rate than the original purchase price reflected in this Contract. The following options are available for purchase:

☐ **Limited Use**: Limited use cards provide access to transit services for 2.5 hours or one (1) full day. These cards are not intended for extended use and cannot be reloaded with additional value. An order form (Attachment A) must be completed by the Agency to indicate the types and quantities of limited use cards to be purchased. The order form can be updated and resubmitted at any time by the Agency throughout the Contract Period. This program shall remain in effect from the date listed above until terminated by either party for convenience.

☒ **Monthly**: The program provides unlimited travel from the 1st through the 31st of each month. Cards can be reloaded with a monthly product at the start of each new month by the Agency through the Institutional Web site portal. An order form (Attachment A) must initially be completed by the Agency to indicate the types and quantities of monthly cards to be purchased. Additional monthly cards may be ordered at any time by the Agency throughout the Contract Period by resubmitting the order form. This program shall remain in effect from the date listed above until terminated by either party for convenience.

Please see Exhibit B for a complete list of Program Requirements.

**Correspondence/Communication**

a) A representative from each party shall be responsible for routine, day-to-day correspondence and communications regarding the implementation of the program. Upon commencement of this Contract, both parties shall provide written notice to each other of the name and address of their respective representatives and shall provide prompt written notice of any change thereto. (Please see Attachment A/Order Form for contact information)

b) The signed Contract shall be provided to C-TRAN by a representative from the other party. Acceptable forms of delivery include PDF file attachment via e-mail, USPS certified mail, and in person.

**Terms of Payment**

Price is determined by the product type and quantities purchased. Payment in full is required by credit card at the time of purchase or, if preapproved by C-TRAN, invoice net 30 days. Failure to pay will result in the suspension of the Participant’s account and/or the blocking of Hop card use.

**Limitation of Liability**

To the maximum extent permitted by applicable law, C-TRAN, its officers, directors, employees, agents, services providers, and licensors shall not be liable to Participant or anyone for any indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for lost profits, goodwill, use, data, or other intangible losses (regardless of whether C-TRAN has been advised of the possibility of such damages), however caused, whether based on or upon Contract, negligence, strict liability in tort, warranty, or any other legal theory. In no event shall C-TRAN's total liability to you in connection with the Annual and/or Distribution Outlet programs and the services for all damages, losses, and causes of action exceed amounts paid to C-TRAN thereunder during the prior 12 months.

**Indemnity**

Participant agrees to defend, indemnify, and hold harmless C-TRAN and its officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable
attorney's fees) arising out of or relating to violation of this Contract, including, without limitation, Institution's use of the services other than as expressly authorized in this Contract.

No Third Party Beneficiary
Participant and C-TRAN are the only parties to this Contract, and as such are the only parties entitled to enforce its terms. Nothing in this Contract gives or shall be construed to create or provide any legal right or benefit, direct, indirect, or otherwise, to any other party unless that party is individually identified by name herein with the express and stated designation as an intended beneficiary of the terms of this Contract.

Entire Agreement
This Contract and any attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given.

Execution of Contract
A Participant executed and signed Contract must be received by C-TRAN before the Contract can begin. C-TRAN assumes no obligation in any respect with regard to the Program until C-TRAN's authorized signatory executes the Contract. All copies of this Contract, and any future modifications made to it, constitute the same legal and binding agreement so long as each copy contains signatures of representatives from each responsible party. Acceptable forms of signatures include handwritten or electronic.

Acceptable forms of delivery are addressed under the Correspondence/Communication Section found earlier in this Agreement.
Authority
Representatives signing on behalf of each party certify that they are duly authorized by the party for which they sign to make this Contract.

Clark County for ATR and Youth House
By: Shawn Henessee
(Signature)
8/16/2018
Date:
Name: Shawn Henessee
(Please Print)
Title: County Manager
Address: PO Box 5000, Vancouver, WA 98666
Phone: 564-397-2130
Federal EIN or Social Security #: 91-6001299

C-TRAN
By: Diane O'Regan
(Signature)
Date: 8/18/18
Name: Diane O'Regan
Title: Chief Financial Officer
Address: PO Box 2529
Vancouver, WA 98668-2529
(360) 696-4494

APPROVED AS TO FORM ONLY:
Amanda Migchelbrink
Clark County Deputy Prosecuting Attorney
C-TRAN Hop Fastpass™ Program
Administrative Requirements
Effective September 1, 2017

Participating Employers and Agencies are required to implement their Hop Fastpass™ Program in accordance with the following terms and requirements:

A. General Requirements

1. C-TRAN will issue Hop cards to Participant as ordered through the Institutional Web site and/or Order Form (Attachment A), during the Contract term, in accordance with Paragraph B below.
2. The Participant shall issue Hop cards only to individuals considered to be a current employee or client of the Participant and who are currently eligible to receive transportation benefits through its programs.
3. C-TRAN does not prohibit the Participant from reselling passes to their participating employees/clients; however, the selling price shall not exceed the per pass price paid by the Participant under this Contract.
4. C-TRAN will not provide replacement Hop cards in the event of loss, theft, damage, released clients, or terminated employees. In the event replacement cards are required, they can be purchased by the Participant directly through the Institutional Web site for a card replacement fee. Any product that remains from the original card (Annual or Monthly only) may be transferred to the replacement card once activated. This option is not available for Limited Use (LU) 2.5 hour tickets or Day Pass cards.
5. Participant shall designate and authorize a Program Administrator(s) to assist in implementation of these Administrative Requirements, including authorizations necessary for the Program Administrator(s) to access and utilize C-TRAN’s Institutional Web site on behalf of Participant. Participant assumes sole responsibility for ensuring that the Program Administrator(s) are duly authorized to administer the Program on behalf of the Participant.
6. Participant shall provide a secure and locked location to keep all Hop cards onsite. This location should only be made accessible to the Participant’s Program Administrator(s).
7. Hop card options available to Participants of this Program include: Annual Passes (employers only), Monthly passes, Day passes, and LU single 2.5 hour ride tickets.
8. Fare categories available for all cards include: Adults (full fare/non discount), Honored (discount for senior and disabled), and Youth (discount). The Participant shall use its best efforts to verify and document employee or client eligibility for discounts before any discounted fares are distributed to them. Current eligibility requirements for discounted fares are:
   a) Youth: Persons who are under 17 years of age.
   b) Senior: Persons who are 65 years of age or older.
   c) Disabled: Persons who have a proven permanent disability. C-TRAN allows proof of permanent disability by either a red, white, and blue Medicare card, or a doctor’s certificate showing eligibility following the established criteria of the Americans with Disabilities Act (ADA).

At any point, C-TRAN may request to review records of proof of eligibility of Participant’s employees and clients who receive discounted Hop cards. If deemed appropriate, C-TRAN and the Participant may work collaboratively to review procedures and together implement any recommended changes.
8. C-TRAN may, at its sole discretion, amend the eligibility requirements and will provide the Participant notice of such Amendment.

B. Pricing

1. Annual Program: The price of the annual program is calculated based on an annual term of September 1 through August 31 of the following year in accordance with Paragraph B below. For Employers joining the program mid-year, the price per annual fare shall be prorated based on the number of months remaining in the annual term (September 1 through August 31). All other fare instruments ordered will be charged at their current retail value and are not discounted.
   a) The total Contract amount for participation in the annual program for the full program year (September 1 through August 31) shall be calculated as follows: (Adult Monthly pass price) x (11 months) x (number of participating employees) = total Contract amount.
   b) For Employers joining the program mid-year, the pass price shall be prorated based on the number of months remaining in the Contract year (September 1 through August 31) as follows: (Adult Monthly pass price) x (11 months) / (12 months) x (number of months remaining in Contract year) x (number of participating employees) = total prorated Contract amount.
   c) The annual pass price shall be subject to all general fare increases.

2. LU Cards and Monthly Passes: Pricing for both LU cards and monthly passes shall reflect the current retail value of each and will be calculated based upon the types and quantities of each product ordered by the Participant.

C. Issuance of Fare Cards, Uses, and Remedies

1. Hop cards will be provided to the Participant, normally within ten (10) business days of C-TRAN’s receipt of Participant’s online card order. Payment in full is expected at the time of order unless other arrangements have been preapproved by C-TRAN. C-TRAN is not responsible for late deliveries. A designated representative of the Participant must sign for receipt of Hop cards. C-TRAN reserves the right to limit the number of Hop cards provided at any one time, or to determine the distribution schedule thereof.

2. Employers will receive personalized Hop cards for their employees enrolled in an annual program and agencies may receive personalized monthly cards for their clients receiving transit benefits. Personalized cards include Participant name, employee’s or client’s name, and photo. These cards are intended to be reused by the employee or client for the duration of the Contract, including subsequent Contract years. This does not apply to LU cards.

3. If a Hop card does not include a photo, the employee or client may be asked to display other valid photo identification as proof of their identity. See www.c-tran.com for ID requirements.

4. Prior to providing the employee or client with a Hop card, Participant shall obtain the employee’s or client’s written consent to the "Employee and Client Agreement Form" provided by C-TRAN, which includes information regarding the use of Hop cards and the Privacy Policy located at www.myhopcard.com.

5. Participant shall be required to maintain records within the Institutional Web site that link their employee’s or client’s name with their Hop card’s unique ID number found on the back side of the card assigned to them. At a minimum, these records shall include the employee’s or client’s name and their Hop card ID number; however, additional information may be added to their record at the Program Administrator’s discretion. This requirement does not apply to LU cards.
6. The Hop card is non-transferable and is a valid fare instrument only for the participating employee or client to whom it is issued. The Hop card may not be provided to, sold to, or used by anyone other than the participating employee or client to whom it is issued. Use of the Hop card is subject to all provisions in the C-TRAN Fare Policy, violation of which may result in fines and/or exclusions.

7. Any alteration of the Hop card shall render it invalid. In the event that C-TRAN reasonably believes that any of the Participant's employees or clients has duplicated, altered, or otherwise used the Hop card in a manner not authorized by this Contract, C-TRAN shall request that the Participant investigate the matter, including notification to the employee and client and an opportunity for them to respond. Participant shall submit written findings of its investigation to C-TRAN. C-TRAN reserves the right to make its own independent investigation and determination as to whether the misuse occurred. If either investigation determines misuse occurred, C-TRAN reserves the right to require the Participant to deactivate the Hop card in question and return it to C-TRAN for disposal.

8. Employees and clients participating in the Program are required to keep their Hop card in good working order and condition. Should the card become exceptionally worn, faded, or degraded, it is their responsibility to notify the Participant's Program Administrator so that a replacement Hop card can be issued and the worn card deactivated.

9. C-TRAN reserves all rights and remedies available under law. In the event a lawsuit is filed to obtain performance of any kind under this Contract, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.

10. In no event shall either party be liable for any consequential, special, incidental, or punitive damages, whether under theory of tort, Contract, statute, or otherwise.

D. Institutional Web site and Terms of Service

1. The Participant's Program Administrator shall use the Institutional Web site (Web site) as a tool to administer and manage the Participant's Program.

2. Program Administrators, pending approval by C-TRAN, shall be given secure login credentials to access their Program account using the Web site. Program Administrators shall use the Web site for the sole purpose of managing their Program, and only as provided in these Administrative Requirements. Program Administrators are responsible for any activity that occurs under their account. Program Administrators shall keep usernames and passwords secure and shall not allow anyone else to use them to access the Web site. C-TRAN is not responsible for any loss that results from the unauthorized use of the Web site's services, nor from the unauthorized use of the Program Administrator's Web site username and password to access the Web site's services, with or without Program Administrator's knowledge.

3. Using the Web site, Program Administrators shall be able to perform certain tasks, including, but not limited to:
   a) Order fare instruments;
   b) Order fare products;
   c) Manage and edit their employer's or agency's account profile, such as maintaining contact information and shipping information;
   d) Manage their participating employees' and clients' Hop cards, including blocking cards (deactivate) in case of loss or theft, and unblocking cards (reactivate); and
   e) Remove a participating employee's or client's Hop card from their employer's or agency's account.

4. Participant's use of Web site is subject to the Program's Privacy Policy, located at www.myhopcard.com.
E. Marketing Uses and Limitations

1. All content included in or through the Web site, such as text (including blog posts, schedules, arrival information, fare information) graphics, (including maps), designs, logos, presentations, videos, data, instructions, photos, and software (the "Materials"), is the property of Hop Fastpass™ or its licensors. The Materials are protected by copyright, trademark, and other intellectual property law. Third party trademarks that appear in connection with the Web site are the property of their respective owners. The trademarks displayed in connection with the Web site may not be used without express written permission.

2. C-TRAN grants the Participant a personal, royalty-free, non-assignable, and non-exclusive license to use the Materials as part of the Web site. This license is for the sole purpose of using the Web site for C-TRAN’s intended purposes and is subject to the license restrictions below.

3. Unless laws prohibit these restrictions or you have written permission, Participant may not:
   a) Copy, modify, distribute, sell, or lease any part of the Web site or included software.
   b) Reverse engineer or attempt to extract the source code of our software or copy the scripts of the Web site.
   c) Download, print, copy, distribute, or otherwise use Materials for commercial purposes, including commercial publication, sale, or personal gain.
   d) Use any manual process or robot, spider, scraper, or other automated means to collect information or materials from the Web site or from users of the Web site.
   e) Circumvent any of the technical limitations of the Web site or interferer with the Web site, including by preventing access to or use of the Web site by our other users.
   f) Change or remove any copyright, trademark, or other proprietary notices, including, without limitation, attribution information, credits, and copyright notices that have been placed on or near the Materials.
   g) Impersonate any person or entity or misrepresent yourself or your entity in connection with the Web site, or attempt to use another user’s account without the user’s permission.
   h) Post or transit through the Web site any material that reasonably could be considered obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable to some or all users.

4. With respect to any content submitted or made available through the Web site and/or “Contact Us” pages, Participant grants to C-TRAN and/or its partners a nonexclusive, perpetual, worldwide, fully paid and royalty-free, transferable license to use, copy, distribute, publicly display, modify, and create derivative works from such content, for the limited purpose of operating, promoting, and improving the Web site, and to develop new Web sites. In the event that the Participant submits or posts any creative suggestions, proposals, or ideas about Hop Fastpass™, C-TRAN and/or their partners’ products and services, Participant agrees that such submissions will be automatically treated as nonconfidential and nonproprietary. C-TRAN and/or its partners may use Participant’s Feedback without any obligation or credit to Participant.

5. The Web site and Materials are provided “as-is”, “as-available”, and without warranties of any kind. All use of the Web site and Materials is at Participant’s sole risk. To the fullest extent permitted by law, C-TRAN and/or its partners disclaim all warranties of any kind, whether express, implied, or statutory, including, without limitation, implied warranties of title, quality, performance, merchantability, fitness for a particular purpose, accuracy, and non-infringement, as well as warranties implied from a course of dealing or course of performance. C-TRAN and/or its partners does not warrant that the Web site will be continuous, prompt, secure, or error-free. C-TRAN and/or its partners assumes no liability for any errors or omissions, including the inaccuracy of content, or for any damages or losses that Participant or any third party may incur as a result of the unavailability of the Web site.
C-TRAN and/or its partners assumes no responsibility, and shall not be liable for any damages to Participant's equipment, devices or other property caused from use of the Web site.

F. Information Required of Participants
1. C-TRAN assumes no obligation in any respect with regard to the Program until C-TRAN's authorized signatory executes the Contract.
2. C-TRAN, at its sole discretion, may require Participant to confirm employee or client eligibility at any time during the term of the Contract. C-TRAN may also require the Participant to demonstrate that Hop cards are kept in a secure locked storage, accessible only to the Participant's Program Administrator(s).
3. The Participant must keep a copy of the signed Employee and Client Agreement Form for each participating individual enrolled in the program through the end of the Contract Period and make available to C-TRAN upon request. All fields on the Employee and Client Agreement Form must be fully completed.
4. Prior to Contract approval by C-TRAN, C-TRAN must receive a completed Account Setup Form, providing the information necessary to create an Institutional Web site account, which the Participant will use as a tool to administer and manage their Program.

G. ADA Certification
The Participant certifies that it shall, during the period of this Contract, implement and maintain compliance with either or both Title II and Title III of the ADA, as applicable, and its implementing regulations and all applicable state and local laws, regulations, and ordinances (collectively referred to as the "laws") regarding removal of barriers; physical access to buildings and facilities; access to C-TRAN programs, services, and activities; and/or accessibility, as required by the ADA. If the Distribution Outlet's activities pursuant to this Contract are conducted in whole or in part in historic buildings or places of historic significance, the Distribution Outlet certifies that the building or place satisfies the legal definition of historic building or place of historic significance and that it has and will maintain compliance with the laws for historic buildings and places of historic significance.

H. No Waiver
Either party's failure to object to any breach of this Contract shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Contract.

I. Third Party Beneficiaries
The Distribution Outlet and C-TRAN are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

J. Jurisdiction
This Contract shall be governed by the laws of the State of Washington and the parties agree to submit to the jurisdiction of the courts of the State of Washington and to the venue of the Court of Clark County.
Concerning Workers’ Compensation, and minimum and prevailing wage requirements, employment opportunities, including but not limited to, laws, rules, regulations, and policies relating to their respective performance of this Contract and relating to equal opportunity shall adhere to all applicable federal, state, and local statutes, regulations, and laws.

K. Compliance with Laws
C-TRAN

Hop Fastpass™ Agreement Form

As a current employee/client of ________________ (Participant), I verify that I have received a fare card that allows my participation in the Hop Fastpass™ transit program as administered by my employer/agency and in accordance with the Program Requirements agreed to between them and C-TRAN. I accept this Hop card with the following understandings:

1. This Hop card is for my use only. This Hop card cannot be sold to or used by anyone other than myself, under any circumstance. If someone other than myself is found using this Hop card, they may be subject to all provisions within the C-TRAN Fare Policy, violation of which may result in fines and/or exclusions and I may lose my Hop card user privileges.

2. Any alteration of this card shall render it invalid. In the event that C-TRAN reasonably believes that I have duplicated, altered, or otherwise used the Hop card in a manner not authorized, C-TRAN shall request an investigation into the matter. If the investigation determines that misuse has occurred, I understand that my Hop card must be returned, deactivated and my eligibility to participate in this program terminated.

3. This Hop card must be returned to my employer/agency by my final day of employment or client eligibility should it come to an end at any time.

4. When using my Hop card, I am required to tap my card every time I board a vehicle where fares are required.

5. If I have been issued a reusable Hop card, I understand that I am required to keep it in good working order and condition. Should the card become exceptionally worn, faded, or degraded, it is my responsibility to notify my employer or agency immediately so a replacement card can be issued. I understand that my old card will then be blocked from future use.


7. I accept and agree to the terms of the Privacy Policy located at myhopcard.com.

By signing below, I verify my full understanding and compliance with the above statements.

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<th>Phone Number</th>
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HOP FASTPASS™ PARTICIPANT PROGRAM ACCOUNT SET UP FORM

BUSINESS & BILLING CONTACT
Company Name: 
Account Name: 
Mailing Address: 
Suite Number: 
City/State/ZIP: 
Contact Name: 
Contact E-mail: 
Contact Phone: 

SHIPPING ADDRESS (location to send cards)
Shipping Location Name: 
Shipping Address: 
Shipping Suite Number/MS: 
Shipping City/State/ZIP: 

HOP FASTPASS PRIMARY USER CONTACT
User Name (First/Last): 
User Business Title: 
User E-mail: 
User Phone/Fax: 

ACCOUNT DETAILS (to be completed by C-TRAN staff)
Account Number: 
Month/Year Start: 
Payment Type: 

Product Types (choose all that apply)

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