

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 02/12/16

**REQUESTED ACTION:** That the County Manager approve a service contract with C-Tran for bus pass distribution.

☐ Consent    ☐ Hearing    ☒ County Manager

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### BACKGROUND

This Service Contract with C-Tran allows the Department of Community Services (DCS) to occasionally distribute discounted bus passes to eligible low income, disabled, and young people requiring transportation. Approximately a dozen passes are distributed by DCS each month from the Center for Community Health and The Youth House.

- ☐ This is a new project
- ☒ This is a continuation of an existing project

### COUNCIL POLICY IMPLICATIONS

There are no known Council policy implications.

### ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

### COMMUNITY OUTREACH

None

### BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

### BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	C-TRAN (Contract #2016-A-13)

**DISTRIBUTION:**


Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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For questions please contact DeDe Sieler or Jay Carstens at 360-397-2130.



Jay Carstens, Management Analyst



Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_

**CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Mark McCauley, Acting County Manager**

DATE: \_\_\_\_\_

**BUDGET IMPACT ATTACHMENT – NONE****Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
SERVICE CONTRACT FOR SALE AND DISTRIBUTION OF  
PUNCH CARDS AND PASSES**

THIS SERVICE CONTRACT FOR SALE AND DISTRIBUTION OF PUNCH CARDS AND PASSES ("Contract") is entered into on March 30, 2016, by and between the CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA ("C-TRAN"), a municipal corporation of the State of Washington, 2425 NE 65th Avenue, PO Box 2529, Vancouver, Washington 98668, and Clark County Community Services ("Distribution Outlet").

WHEREAS, C-TRAN requires services for the distribution of its discounted punch cards and passes to eligible riders;

WHEREAS, the Distribution Outlet is able and prepared to provide those services for the benefit of C-TRAN and its customers; and

WHEREAS, C-TRAN and the Distribution Outlet have agreed upon the terms and conditions upon which (i) C-TRAN will sell discounted punch cards and passes to the Distribution Outlet, and (ii) the Distribution Outlet will distribute punch cards and passes to its clients.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth the parties agree as follows:

**1. DISTRIBUTION OUTLET RESPONSIBILITIES**

The Distribution Outlet is a public agency or nonprofit corporation. The Distribution Outlet shall use its best efforts to distribute C-TRAN discounted punch cards and passes (day and monthly, hereinafter, "Revenue Instruments") to its eligible clients in accordance with the terms of this Contract.

**2. AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

The Distribution Outlet 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.

**3. ELIGIBILITY**

The Distribution Outlets shall distribute Revenue Instruments only to the those clients of the Distribution Outlet that are eligible for low income, disabled and/or youth discounted fare passes (the "Agency Pass"). Current eligibility requirements for an Agency Pass are:

- **Low Income:** Persons who are receiving assistance from the State of Washington in the form of food or medical are eligible.
- **Youth:** Persons who are under 19 years of age.
- **Senior:** Persons who are 65 years of age and older.
- **Disability:** Persons who have a proven permanent disability. A doctor's signature and/or the issuing agency or a Red, White & Blue Medicare Card may be used to determine eligibility under these criteria.

The ADA uses the following categories:

- Visually impaired;
  - Hearing impaired;
  - Motor skill disability such as epilepsy, cerebral palsy, multiple sclerosis or late-stage terminal illness which renders the person unable to drive; ambulatory limitations such as artificial limbs or needing the use of a walker, crutches, or wheelchair; or
  - Cognitive limitation of permanent, serious cognitive impairment.
- **Temporary Disability** – Persons who are temporary disabled verified by a physician, and the disability is expected to last less than 12 months.

C-TRAN may, in its sole discretion, amend the eligibility requirements and will provide the Distribution Outlet notice of such amendment.

#### 4. TERM

The Contract shall begin on the date entered above and shall automatically renew for four (4) successive one (1) year periods, unless terminated sooner under the provisions of this Contract.

#### 5. SERVICES

The scope of the Distribution Outlet's services under this Contract shall be based upon the following procedures:

##### A. Basis of Distribution

##### 1) Agency Passes and Other Revenue Instruments

The Distribution Outlet shall issue C-TRAN monthly Agency Passes only to those clients whose eligibility has been verified and documented by the Distribution Outlet. Any Agency Passes not distributed for the prior month shall be returned to C-TRAN by not later than the 25th day of the following month, along with other C-TRAN passes distributed, and payment for all passes distributed during the prior month shall each be due not later than 30 days following the invoice date. The Distribution Outlet shall not be charged for passes not sold if they are returned by the 25th date of the month in which the passes are valid. The Distribution Outlet will be charged for unaccounted Agency Passes.

##### 2) Day Passes, Punch cards, Ten-Ride Punch cards, and Punch Cards

The Distribution Outlet will be sold day passes and punch cards in bulk on a cash basis. C-TRAN shall require full payment for the face value of these items. Payment is due net 30 days following the invoice date.

3) Refunds and Exchanges

The Distribution Outlet shall not exchange or refund money to its clients for Revenue Instruments.

B. Accounting Requirements and Remedies

1) Accounting Period

C-TRAN monthly passes are distributed from on or about the 25th day of the prior month through the 19th day of the month in which the passes are valid (e.g., April 25 through May 19 for May passes). The accounting period shall be each calendar month ("Accounting Period"). The monthly settlement date for all monthly passes in which distribution shall be remitted to C-TRAN shall be no later than 30 days following the invoice date (as set forth in Section 5.A above).

2) Accepted Forms of Payment

C-TRAN will accept from the Distribution Outlet payments of all amounts due only in the form of a check drawn from the Distribution Outlet's bank, an electronic funds transfer, or credit card. C-TRAN will not accept customer personal checks made out to C-TRAN in lieu of amounts due from Distribution Outlet.

3) In the event that C-TRAN has reason to believe that revenue instruments delivered to the Distribution Outlet have been subject to unauthorized use under the terms of the contract, upon notice from C-TRAN, the Distribution Outlet shall conduct a timely and reasonable investigation of the matter. The Distribution Outlet shall submit written findings of its investigation to C-TRAN. At any point, C-TRAN may request to review records of proof of eligibility of Agency passes distributed to the clients of the Distribution Outlet. If deemed appropriate, C-TRAN and the Distribution Outlet may work collaboratively to review procedures and together implement any recommended changes.

C. Delivery Schedule

Subject to printing schedules, C-TRAN shall deliver monthly passes by the 25th day of the month prior to the month the monthly passes become valid. C-TRAN shall not be responsible for late deliveries. All mailings or deliveries shall be at a location designated by the Distribution Outlet. Post office boxes or deposit boxes are not acceptable.

6. DISTRIBUTION OF OUTLET IDENTIFICATION

The Distribution Outlet shall supply an Internal Revenue Service (IRS) tax identification number (if applicable). IRS Section 6109 mandates disclosure of the above information for filing of the attached W-9 form.

The Distribution Outlet shall supply, at the signing of the Agreement, its registered agent's or legal representative's name and address for receipt of any legal process necessary for the enforcement of this Agreement.

The Distribution Outlet shall immediately inform C-TRAN of any changes of information listed in Exhibit A, attached to and made a part of this Contract.

**7. INDEPENDENT CONTRACTOR**

The Distribution Outlet is an independent contractor and is solely responsible for the Distribution of Revenue Instruments provided under this Contract. The Distribution Outlet's employees and agents shall not be deemed employees or agents of C-TRAN. The Distribution Outlet is responsible for all federal, state, and local taxes and fees applicable or arising out of this Contract.

**8. LIABILITY/INDEMNIFICATION**

A. The Distribution Outlet Indemnity – The Distribution Outlet agrees to indemnify C-TRAN from (i) any losses sustained by C-TRAN, to the extent resulting directly or indirectly from the Distribution Outlet's negligent acts or negligent omissions in the Distribution Outlet's performance or nonperformance of this Contract, or (ii) any breach of this Contract by the Distribution Outlet.

The Distribution Outlet is responsible for all Revenue Instruments in its possession. The Distribution Outlet shall be financially responsible for any loss, theft, or destruction of C-TRAN Revenue Instruments from any cause whatsoever.

In cases of litigation arising out of this Contract, the Distribution Outlet agrees to pay all fees, court costs, and attorney fees in any action or suit where C-TRAN is the prevailing party.

B. C-TRAN Indemnity – C-TRAN agrees to indemnify the Distribution Outlet from (i) any losses sustained by the Distribution Outlet, to the extent resulting directly or indirectly from C-TRAN's negligent acts or negligent omissions in C-TRAN's performance or nonperformance of this Contract or (ii) any breach of this Contract by C-TRAN.

In cases of litigation arising out of this Contract, C-TRAN agrees to pay all fees, court costs, and attorney fees in any action or suit where the Distribution Outlet is the prevailing party.

**9. TERMINATION FOR CONVENIENCE**

Either party may terminate this Contract by providing 30 days' prior written notice to the other party. Delivery of Revenue Instruments by C-TRAN to the Distribution Outlet shall be discontinued upon delivery of written notice.

Upon termination, the Distribution Outlet shall immediately return all C-TRAN Revenue Instruments and other C-TRAN material that remain unsold, undistributed, or in possession of the Distribution Outlet. The Distribution Outlet shall not be charged for returned Revenue Instruments.

Termination under any provision of this section shall not affect any right, obligations, or liability of the parties, which accrued prior to such termination.

**10. TERMINATION FOR DEFAULT**

If the Distribution Outlet fails to perform its obligations in this Contract, becomes insolvent, or fails to comply with any other provisions of the Contract, C-TRAN may



terminate the Contract for default by mailing notice of termination to the Distribution Outlet setting forth the manner in which the Distribution Outlet is in default and providing ten (10) days after receipt of the notice by the Distribution Outlet for the Distribution Outlet to cure the default. Requirements for return of C-TRAN property, as set forth under Section 9, Termination for Convenience, shall apply.

11. SUSPENSION OF DELIVERY OF REVENUE INSTRUMENTS

C-TRAN may suspend immediate delivery of Revenue Instruments where remittal of receipts are late past the monthly settlement date set forth under Section 5.B. Deliveries may be resumed only when past delinquent receipts are paid and where the Distribution Outlet provides adequate assurances that it will perform according to the terms of this Contract. In the event the Distribution Outlet fails to make a payment as scheduled in the contract, C-TRAN reserves all its rights and remedies under law. Invoices past due over 60 days may be forwarded to C-TRAN's collections agency or legal department for further action.

12. SUBCONTRACTS AND ASSIGNMENTS

The Distribution Outlet shall not assign or delegate any of its interest in this Contract without C-TRAN's written approval, which shall not be unreasonably withheld. Any subcontract or assignment of this Contract in violation of this Section shall constitute grounds for Contract termination.

13. 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.

14. 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.

15. WORKERS' COMPENSATION

The Distribution Outlet shall provide, within 30 days of Contract execution, a certificate of insurance evidencing Workers' Compensation insurance coverage for all qualified workers and employees as required through the Washington State Department of Labor & Industries for Washington State employers. A Distribution Outlet owner who performs the work without assistance or labor of any employee need not obtain coverage. The Distribution Outlet shall notify C-TRAN within 30 days of coverage termination.

16. PUBLIC CONTRACT PROVISIONS

All provisions required in public contracts under the laws of the United States and State of Washington are incorporated by reference and shall be deemed a part of this Contract as if fully set forth.



17. **INTEGRATION AND MODIFICATION**

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements. This Contract may be modified only by written mutual agreement and signed by the parties.

18. **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.

19. **COMPLIANCE WITH LAWS**

Both parties shall adhere to all applicable federal, state, and local statutes, regulations and policies relating to their respective performance of this Contract and relating to equal employment opportunities, including but not limited to laws, rules, regulations, and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.

20. **AUTHORITY**

The representatives signing on behalf of the parties certify and warrant that they are duly authorized by the party for which they sign to enter into this Contract.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by their duly appointed officers on the date/s written below.

**Clark County Community Services**

**CLARK COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA,**  
a municipal corporation of the State of  
Washington

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mark McCauley

Name: \_\_\_\_\_

Title: Acting County Manager

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Federal ID Number or Social Security Number 91-6001299 (see attached W-9 form)

**APPROVED AS TO FORM**

  
Deputy Prosecuting Attorney

## **EXHIBIT A**

The following information shall be supplied to assist C-TRAN in Contract compliance.

- A. The following information is to be filled out if the Distribution Outlet is a corporation, limited liability company, or limited partnership:

Corporation Name: N/A

Corporate Address: \_\_\_\_\_

Corporate Telephone Number: \_\_\_\_\_

Corporate President/Manager/General Partner: \_\_\_\_\_

Registered Agent or Legal Representative: \_\_\_\_\_