

Joint Board Meeting
April 11, 2022

Action Item: Approve Master Agreement Regarding Lead and Participating Agencies for Business Accounts

Purpose: The purpose of this Agreement is to establish the terms under which the ORCA Agencies will grant “Lead Agency” authority to each other in the establishment and performance of work related to Business Accounts. Lead Agencies are authorized under this Agreement to negotiate and enter into a Business Account Agreement on behalf of itself and one or more other Agencies.

The following five ORCA Agencies are authorized by this agreement: Community Transit, Everett Transit, King County, Kitsap Transit and Pierce Transit.

The Agreement is executed by all seven ORCA Agencies, granting authority to the named Lead Agencies.

Future changes to the Master Agreement:

1. Administrative changes to the Master Agreement may be made by the ORCA Director. Substantive changes require Joint Board approval.
2. Substantive changes to Attachment B Choice and Attachment C Passport, require Joint Board approval.
3. Changes to Attachment A Lead Agency Designations, Attachment D Passport Pricing Formulas and Conditions, and Attachment E Designated Transit Agency Contacts, may be modified by the Business Accounts ORCA Advisory Committee.

The Master Agreement has been through legal review.

Recommendation: The ORCA Business Managers recommend approval of the Master Agreement Regarding Lead and Participating Agencies for Business Accounts.



MASTER AGREEMENT REGARDING LEAD AND PARTICIPATING AGENCIES FOR BUSINESS ACCOUNTS

Effective Date: 00/00/2022

This Agreement is made and entered into by and between the Snohomish County Public Transportation Benefit Area ("Community Transit"), the City of Everett ("Everett Transit"), the King County Metro Transit Department ("King County Metro"), the Kitsap County Public Transportation Benefit Area Authority ("Kitsap Transit"), the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), and the Washington State Department of Transportation, Ferries Division ("Washington State Ferries"), individually referred to as "Agency" and collectively as "Agencies" in this Agreement.

RECITALS

- A. The Agencies participate in ORCA, a program that provides fare payment mechanisms through the sale and distribution of regional passes, Agency passes, E-purse, vanpool passes, and right-to-ride passes.
- B. ORCA is a name used for the regional fare coordination system that was jointly developed by all the Agencies under the "ORCA Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System," dated June 13, 2019, and its amendments.
- C. The Agencies desire to enter into Business Account Agreements (defined below) with businesses, schools or other organizations located within their respective service areas.
- D. To eliminate duplication and improve efficiency, the Agencies desire to establish and define the role and responsibilities of a "Lead Agency" and authorize selected Agencies to undertake the role of Lead Agency as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and by incorporation of the above Recitals, the sufficiency of which is hereby acknowledged, the Agencies agree as follows:

1.0 PURPOSE

This Agreement establishes the terms under which the Agencies will grant "Lead Agency" authority to each other in the establishment and performance of work related to Business Accounts within their respective service areas.

2.0 TERM OF AGREEMENT

This Agreement shall take effect on the date all Agencies have signed below and shall remain in effect until it is terminated in accordance with Section 9.

3.0 DEFINITIONS

- 3.1 *Agency*. Each of the public transportation agencies that are a party to this Agreement.
- 3.2 *Agency Pass*. Transportation passes that are limited to one specific agency.

- 3.3 *Business Account Agreement.* An agreement that allows a business, school or other organization to buy and manage ORCA cards and products on behalf of its employees, students or clients and may provide for the purchase of products under multiple Program Types.
- 3.4 *Choice Program.* A collection of ORCA products sold under a single Program Type and loaded onto cards through the revalue process. Available products include E-purse and period passes. These products are sold at current retail rates. Any discounts will be defined under business rules approved by the Agencies.
- 3.5 *CRM.* The Customer Relationship Management application that is the primary interface for agency staff to view and update individual business customer information.
- 3.6 *E-purse.* Stored transportation value that is loaded onto cards through the revalue process.
- 3.7 *Lead Agency.* the Agency authorized under this Agreement to negotiate and enter into a Business Account Agreement on behalf of itself and one or more other Agencies.
- 3.8 *Participating Agency.* Any Agency included in a Business Account Agreement entered into by a Lead Agency.
- 3.9 *Passport/Flat Rate Area.* A pass product available for unlimited use on all Agencies transit services, and which excludes Washington State Ferries. Pricing is based on the zone a particular business is located within King, Kitsap, Pierce, and Snohomish counties. A Business Account purchasing this product agrees to pay a flat rate, as set forth in the Business Account Agreement, regardless of the number of trips actually made by its cardholders.
- 3.10 *Passport/Flat Rate Custom.* A pass product that provides for unlimited use on one or more Agency's transit services, and which excludes Washington State Ferries. A Business Account purchasing this product agrees to pay a flat transit rate, as set forth in the Business Account Agreement, regardless of the number of trips actually made by its cardholders. Rates for non-ORCA products included in the Business Account Agreement may vary.
- 3.11 *Passport/Per Trip Custom.* A pass product that provides for unlimited use on all ORCA Agency's transportation services, and which excludes Washington State Ferries. A Business Account purchasing this product agrees to pay for all trips actually made by its cardholders at the agreed-upon trip rates for each Participating Agency, as set forth in the Business Account Agreement. The duration of the pass is set forth in the Business Account Agreement.
- 3.12 *Period Pass.* A pass product of a limited duration (i.e. one month) that provides for unlimited use on one or more Agencies' transit services at a fixed trip value (i.e. \$2.00).
- 3.13 *Program Type.* A collection of different ORCA products that a Business Account can purchase. These types can include Choice Program, Passport, and any future products that may be added to ORCA. There can be numerous Program Types within one Business Account Agreement.

4.0 LEAD AGENCIES AUTHORIZED

- 4.1 Community Transit, Everett Transit, King County Metro, Kitsap Transit and Pierce Transit are each authorized to act as the Lead Agency for purposes of entering into a Business Account Agreement with businesses, schools or other organizations, on behalf of itself and/or one or more other Agencies. The designation of an Agency as the Lead Agency for a given Business Account will be made in accordance with the provisions of *Attachment A Lead Agency Designations*, attached hereto.

- 4.2 It is solely within the discretion of any possible Lead Agency to enter into a Business Account Agreement and nothing in this Agreement shall be construed as requiring a Lead Agency to enter into such an agreement.
- 4.3 The Lead Agency shall use the Choice Agreement, attached hereto and made a part hereof as Attachment B when entering into a Choice Agreement with a given Business Account. The Lead Agency shall use the Passport Agreement form that is attached hereto and made a part hereof as Attachment C when entering into a Passport Agreement with a given Business Account. The forms are approved by all Agencies and will not be changed except by mutual written agreement of all Agencies. Passport agreements are incorporated into the CRM for use by business accounts.

5.0 ORCA PRODUCT PRICING

- 5.1 Transportation passes and E-purse sold through the Choice Program are priced at current retail rates, established by each Agency. Any discounts will be defined under business rules approved by the Agencies.
- 5.2 Transportation passes sold through Passport Agreements are offered using program requirements and pricing formulas established by the Agencies, as set forth in Attachment D Agency Passport Transit Pricing Formulas and Conditions, attached hereto.
- 5.3 Modifications to the Passport pricing policies and/or Flat Rate pricing templates will be adjusted and included as set forth in Attachment D. All Passport Product policy and pricing changes will be formulated by the authorized Agency Business Account representative(s) designated for this purpose, and will be agreed to by the Designated Contact persons listed in Attachment E Designated Contact, attached hereto. Updated policies and Flat Rate, Area and Custom, pricing templates will be posted onto a Business Account SharePoint site set up for this purpose.
- 5.4 The Lead Agency will use the new product pricing in Business Account agreements entered into after the effective date of the new product pricing in accordance with Attachment D.
- 5.5 Non-ORCA products such as Vanpool/Vanshare and Guaranteed Ride Home, may be included in a Business Account Agreement, subject to concurrence by the Participating Agencies covered in that Business Account Agreement.

6.0 DISTRIBUTION OF REVENUE

- 6.1 The distribution of revenue to each Participating Agency from ORCA products sold within a Business Account Agreement will occur through the appropriate ORCA accounts based on approved Product Business Rules and payment due dates established for each Business Account Agreement. The distribution of revenue to each Participating Agency for all product fees billed through the Business Account Agreement will be distributed to the Participating Agencies on a monthly basis, allocated proportionately over the term of the agreement.
- 6.2 Incentives provided by a Lead Agency will be the responsibility of that agency. ORCA Finance will bill the Agency providing the incentive.

7.0 LEAD AGENCY RESPONSIBILITIES

- 7.1 The Lead Agency will negotiate and enter into Business Account Agreements on behalf of itself and any appropriate Participating Agencies. The Lead Agency will provide a period for Participating Agencies to confirm draft Regional Passport prices prior to finalizing a contract with any institution, as set forth in Attachment D. Copies of pricing sheets will be placed on the common Portal SharePoint site set up for this purpose. Business Account Agreements will be

in the CRM.

- 7.2 For all Business Account Agreements, the Lead Agency will use established product rates and pricing formulas for itself and any Participating Agencies, as contained herein by Attachment D. The Lead Agency will ensure that updated pricing formulas are included in any Business Account Agreement entered into on or after the effective date of a Participating Agency's latest and most current product pricing rates and formulas.
- 7.3 The Lead Agency will reimburse any and all Participating Agencies for any loss in revenue resulting from any error, omission or other miscalculation in pricing of any and all ORCA Business Account Agreements, when such errors are the result of action or omission by any employee or agent of the Lead Agency.
- 7.4 The Lead Agency will coordinate with ORCA Finance when terminating a Business Account and notify Participating Agencies within seven (7) calendar days of non-payment status when it is unsuccessful in collecting revenue from an individual Business Account.
- 7.5 ORCA Finance will do a manual adjustment in the same manner as other regional operating expenses for Business Accounts in default.
- 7.6 Any non-ORCA revenue will be handled as an adjustment to the next regular quarterly non-ORCA revenue distribution.

8.0 ORCA FINANCE RESPONSIBILITIES

- 8.1 ORCA Finance will be responsible for the invoicing and collection of Business Account products sold via the ORCA System on behalf of the Participating Agencies.
- 8.2 ORCA Finance will make reasonable attempts to collect the amount owed for ORCA revenue by the Business Account, along with additional bank or legal fees. If in spite of active collection efforts, the ORCA Finance is unable to collect from the Business Account within 120 days or in the event a Business Account files for bankruptcy or goes out of business, the Business Account shall be considered in DEFAULT. At that time the amount owed for ORCA revenue will become the responsibility of the Regional Fare Coordination System (RFCS). The amounts will be deemed bad debt (i.e., unrecoverable debt) and the Participating Agencies in the agreement will be billed for the reimbursement.
- 8.3 ORCA Finance will provide periodic reporting for all business account invoicing and open accounts receivables to the Lead Agencies. Lead Agencies will also have access to ORCA Financial Management system where they will have the ability to run reports and queries for Business Accounts as needed.
- 8.4 ORCA Finance will develop a communications plan with the Lead Agencies to ensure clear and consistent communication with our Business Account customers.

9.0 TRANSIT AGENCY CONTACTS

The list of Designated Agency Contacts are set forth as Attachment E, attached hereto.

10.0 WITHDRAWAL BY INDIVIDUAL AGENCIES; TERMINATION

- 10.1 An Agency may withdraw from this Agreement, whether for cause or for its convenience, by providing written notice to all the other Agencies at least ninety (90) calendar days in advance of the effective date of the withdrawal. An Agency that withdraws from the ORCA Interlocal Cooperation Agreement, dated June 13, 2019, as amended, shall be deemed to have given notice of withdrawal from this Agreement.

- 10.2 During said ninety-day period, the non-withdrawing Agencies shall meet to develop a plan for proceeding without the withdrawing Agency. Until the ninety-day period has passed and the withdrawal takes effect, or sooner by agreement of the non-withdrawing Agencies, the withdrawing Agency shall continue to be bound by its obligations as a Lead Agency or a Participating Agency, as applicable, including but not limited to entering into new Business Account Agreements.
- 10.3 This Agreement may be terminated by agreement of all the Agencies that have not withdrawn at the time of the termination.
- 10.4 Withdrawal from, or termination of, this Agreement shall not affect a Business Account Passport Agreement entered into prior to the effective date of the withdrawal or termination. The Lead Agency and the Participating Agencies shall continue to perform their responsibilities with regard to such pre-withdrawal Business Account Passport Agreements until each expires.
- 10.5 Withdrawal from this Agreement shall only apply to new Business Account Agreements entered into by non-withdrawing Agencies after the effective date of the withdrawal.

11.0 AMENDMENTS AND MODIFICATIONS

This Agreement may be amended or modified only by a written agreement signed by all the undersigned officials or their designees. Provided, however, amendments to Attachment A (Lead Agencies), Attachment D (Agency Passport Transit Pricing Formulas and Conditions) and Attachment E (Designated Agency Contacts) may be signed by each Agency's designated contact person.

12.0 EXECUTION OF AGREEMENT

This Agreement is to be executed in seven (7) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the effective day and year first written below.

**Snohomish County Public
Transportation Benefit Area**

By: _____
Tim Chrobuck
Chief Technology Officer

Date: _____

City of Everett

By: _____
Tom Hingson
Director, Transportation Services

Date: _____

King County Metro Transit Department

By: _____

Terry White
General Manager

Date: _____

**Kitsap County Public Transportation
Benefit Area Authority**

By: _____

John W. Clauson
Executive Director

Date: _____

**Pierce County Public Transportation
Benefit Area Corporation**

By: _____

Michael Griffus
Chief Executive Officer

Date: _____

**Central Puget Sound Regional Transit
Authority**

By: _____

Peter M. Rogoff
Chief Executive Officer

Date: _____

**Washington State Department of Transportation,
Ferries Division**

By: _____

Patty Rubstello
Assistant Secretary

Date:



AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND ORCA BUSINESS CHOICE PRODUCTS

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among [Your Company] ("Business Account") and [the ORCA Lead Agency] ("Lead Agency") on behalf of the following agencies, individually referred to as the "Agency" and collectively as the "Agencies" in this Agreement.

The Snohomish County Public Transportation Benefit Area ("Community Transit")
The City of Everett ("Everett Transit")
The King County Metro Transit Department ("King County Metro")
The Kitsap County Public Transportation Benefit Area Authority ("Kitsap Transit")
The Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")
The Central Puget Sound Regional Transit Authority ("Sound Transit")
The Washington State Department of Transportation, Ferries Division ("Washington State Ferries")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 PURPOSE

- 1.1 This Agreement, in addition to its terms, includes (a) the online application submitted by the Business Account; and (b) the Terms of Use, and the Privacy Statement, incorporated herein by reference in Section 15. This Agreement shall take effect on the date accepted online by the Business Account and, unless modified or terminated as set forth below, this Agreement shall remain in effect and apply to the Business Account's purchase and use of ORCA Services, as defined herein. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.
- 1.2 The Business Account understands and agrees that each order for cards and/or products that it submits and any other use of ORCA Services will be subject to the Agreement and prices in effect at the time of the order or use of ORCA Services. The Business Account is responsible for reviewing the provisions of the Agreement, prices and fare information available from the Lead Agency and through myORCA.com before submitting each order or making other use of the ORCA services; and shall be deemed to have agreed to the then-applicable terms and prices by submitting the order or making other use of ORCA Services.

2.0 CONTACTS

The Business Account shall designate a Primary Contact Person (Super Admin) and any Secondary Contact Persons (Admins) on myORCA.com. These Contact Persons shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Persons on matters relating to this Agreement. The Business Account is responsible for updating its Contact Persons on myORCA.com.

3.0 DEFINITIONS

- 3.1 *Business Account.* The organization, educational or human services institution, government agency or other entity that has entered into this Business Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *ORCA Website.* The myORCA.com website used by the Account to manage its account.
- 3.3 *Business Choice Products.* The ORCA Products listed at myORCA.com that may be purchased at retail prices for one or more Business Cardholders.
- 3.4 *Business Cardholder(s) or Cardholder(s).* The individual(s) whose ORCA cards are loaded by and/or may be provided by the Business Account.
- 3.5 *Card Close.* An ORCA system action that culminates in permanently invalidating an ORCA Business Card. The Business Account, Lead Agency or Cardholder with access may close card.
- 3.6 *Card Lock.* An ORCA system process action that prevents an ORCA Business Card from being used until the action is reversed. The Business Account, Lead Agency or Cardholder with access can lock and unlock card.
- 3.7 *Lead Agency.* The Agency that entered into this Agreement on behalf of itself and the other Agencies and that is responsible for administration of this Agreement on behalf of the Agencies, including invoicing, contract modifications and renewals, and ORCA system support.
- 3.8 *ORCA.* The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.9 *ORCA Business Card (or "Business Card").* An ORCA fare card managed by a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account. These cards must be purchased with the business card profile of full access or the account must be set to have the global ownership flag. The fare card may be a physical card or if approved by the Lead Agency, a virtual fare card application.
- 3.10 *Load-Only ORCA Card.* An ORCA fare card managed by an individual which can be linked to a Business Account with load-only privileges. Load-only privileges allow the Business Account to load products and/or E-purse value. The Business Account does not have the ability to close or lock the card, transfer card balances or check card balance.
- 3.11 *ORCA Products.* Any transit fare payment mechanism offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass and E-purse.
- 3.12 *ORCA Services.* The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA website, data, information, and any equipment, systems and services related to the ORCA program.
- 3.13 *Parties.* The Business Account and the Agencies (which include the Lead Agency) referred to herein collectively as the "Parties" and individually as a "Party."

4.0 CHANGES IN AGREEMENT

The Business Account understands and agrees that this Agreement and the prices of ORCA Products may be changed from time to time by the Lead Agency posting an online notice or sending an email notice of the new provisions to the Business Account, at least thirty (30) days in advance of their taking effect. Price and program changes are available from the Lead Agency representatives and may be distributed through email notification and notices posted on myORCA.com. The Business Account will be required to accept Agreement changes online prior to ordering cards or products.

5.0 PAYMENT TERMS

5.1 *Payment in Advance.* The Business Account shall make payment in full prior to the Lead Agency fulfilling an order for ORCA Business Cards and/or Business Choice Products, unless other payment terms are agreed upon by the Lead Agency. If for any reason payment in full is not received, orders for new cards or for loading new products on existing cards will not be processed until full payment is received. Acceptable methods of payment will be determined by the Agencies and communicated to the Business Account by the Lead Agency or through myORCA.com.

5.2 *Ineffective Payment; Card Lock and Fees.* If a payment from the Business Account is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Lead Agency may:

5.2.1 Assess any late payment, NSF and collection fees to the maximum amount permitted by law.

5.2.2 Lock the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until such time as the Business Account pays the full amount due, including any late payment, NSF and collection fees, in a manner acceptable to the Lead Agency.

5.2.3 Suspend or terminate access rights to the Business Account's secured area of the website.

The Business Account agrees to pay to the Lead Agency any court costs, reasonable attorney fees and/or collection fees incurred in collecting amounts due from the Business Account.

6.0 ORDERING, DELIVERY AND MANAGEMENT OF BUSINESS CARDS

6.1 The Business Account shall order ORCA Business Cards via myORCA.com, in accordance with the directions provided on that website.

6.2 Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall be responsible for the management of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.

7.0 DISTRIBUTION AND USE OF BUSINESS CARDS

7.1 The Business Account is responsible for distributing its Business Cards for use by its eligible Cardholders. The Business Account manages all Business Cards it distributes but recognizes

that a Cardholder may also purchase and load his/her/their own individual ORCA Products on a Business Card. The Business Account understands that a Business Card it distributes to a Cardholder may be linked by the Cardholder to his/her/their personal account on myORCA.com, as provided in Section 8. The Business Account may not link any Business Cards that are issued under this Agreement to a personal account.

The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, be informed of the Cardholder Rules of Use as described in *Attachment 1 ORCA Business Cardholder Rules of Use*, through the Business Account's standard means of communicating policies.

- 7.2 The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.
- 7.3 If an individual Cardholder opts to link one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA system (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.

8.0 BUSINESS CARDHOLDER PRIVILEGES

The Business Account understands and agrees that the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 8.1 The Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on regularly scheduled transportation service operated by one or more of the ORCA Agencies. (Provided, however, a Business Choice Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by a Business Choice Product.
- 8.2 The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to whatever ORCA Products have been loaded by the Business Account.
- 8.3 The Cardholder may link his/her/their name and other contact information with the ORCA system and link such personal information to the serial number of the Business Card provided to him/her/them. Such registration does not give the Cardholder full access to the card but may give the Cardholder the right to access myORCA.com to view the card's transaction history and current stored value, and to add value to the card.
- 8.4 The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).

9.0 BUSINESS RESPONSIBILITIES AND PRIVILEGES RELATING TO LOAD-ONLY CARDS

- 9.1 The Business Account understands that if it links an individual's ORCA card to their Business Account with load-only privileges the Business Account will have limited access. The Business Account will be able to load products and/or E-purse on the account and unlink the card from its account. The Business Account will not be able to close the card, transfer products and/or E-purse value, or view card balance.

9.2 When the load-only card holder is no longer eligible for a transit benefit, the Business Account is responsible for unlinking the card from its account.

10.0 RISK OF LOSS

The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its Business Cards, whether such card was held in its inventory or had been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Lock or Card Close that may be implemented by the Business Account as provided below.

11.0 LOCKING AND CLOSING BUSINESS CARDS AND REQUESTS TO RESTORE PRODUCTS

In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Lock or Card Close through myORCA.com or may request that the Lead Agency take such action on its behalf. If a card needs to be permanently closed, the Business Account can request a transfer of any available balance and products to a new, replacement card. The Business Account will be charged a card fee for the replacement card.

12.0 ALL SALES FINAL

The Business Account understands and agrees that its purchases of ORCA Business Cards and Business Choice products loaded on such cards are final and it is not entitled to any refunds. Provided, however, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card must be permanently closed. Upon receipt of such a request, closing a card, the Lead Agency shall initiate a refund which will be processed in approximately ten (10) days. A processing fee of ten dollars (\$10) may be assessed by the Lead Agency payable by the Business Account for each refund that is processed, regardless of E-purse value or number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed. The Business Account understands and agrees that it is not entitled to a refund for any value remaining on a closed Load-Only Card.

13.0 AGENCY LOCKING AND CONFISCATING CARDS

The Lead Agency may lock any of the Business Account's Business Cards or products at the request of the Business Account or at the sole discretion of the Lead Agency if: (a) a Business Account payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed; or (b) it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible person.

14.0 CARD REPLACEMENT

The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Close or end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 13, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the

disruption and inconvenience caused by sporadic failures as its Business Cards are used, it must plan to purchase replacement Business Cards at the then-applicable rate.

15.0 ORCA ACCOUNT WEBSITE

- 15.1 The myORCA.com website is the primary means by which the Business Account shall purchase ORCA Business Cards and Business Choice products, manage its Business Cards, accept online updates to this Agreement, and obtain information about the use of said cards. As a condition of participation in Business Choice Program, the Business Account agrees that it will use myORCA.com when it is available and that each access and use of said website shall be subject to the Terms of Use and Privacy Statement that are in effect and posted on myORCA.com at the time of such access and use.
- 15.2 The Business Account understands and agrees that uninterrupted access to and use of myORCA.com is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 15.3 At the time the Business Account enters into the ORCA program, the Business Account's Primary Contact (Super Admin) will be provided a password to access myorca.com. The Super Admin will be responsible for adding additional admins to the Business Account. The Business Account is solely responsible for managing their account's users. The Business Account is also solely responsible for complying with the security standards specified in *Attachment 2 Security Standards*, which is incorporated in this Agreement by reference.

16.0 INFORMATION PROVIDED BY THE AGENCIES AND ORCA SYSTEM

- 16.1 The Business Account understands and agrees that the data, reports or any information provided to it by the Lead Agency or the other ORCA Agencies, via myORCA.com or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via myORCA.com or otherwise, for any lawful purpose related to the administration of the transportation program of the Business Account.
- 16.2 The ORCA system will record data each time that an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes but is not limited to the date, time and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided myORCA.com. Said website and its reports do not provide the Business Account with Business Card transaction data linked to card serial numbers.

For the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, them, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account.

The written request shall include the following:

- 16.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;
- 16.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and

16.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Cardholder Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

17.0 PUBLIC RECORDS

The Business Account understands and agrees that all records related to its participation in the Business Choice Program and the ORCA system are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA system, whether provided via myORCA.com or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA system; and (d) all data, reports and information of any kind related to the loading of products on, and the acquisition and use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure under the Public Records Act.

18.0 UNAUTHORIZED USE OF ORCA TRADEMARKS PROHIBITED

The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the ORCA Agencies without written permission. The Agencies understand and agree that the Business Account name and logos may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

19.0 CARDS ACCEPTED ON TRANSPORTATION SERVICES, NO GUARANTEE OF TRANSPORTATION SERVICE

Subject to all applicable policies and restrictions, the ORCA Agencies will accept an ORCA Business Card, loaded with a valid, applicable Business Choice product, when presented to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on regularly scheduled transportation service operated by one or more of the ORCA Agencies. (Provided, however, a Business Choice product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a cardholder will be required to make other payment to the extent a fare is not covered by a Business Choice product.

20.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT

The Business Account is solely responsible for initiating a Card Close or unlinking cardholders who are no longer eligible for the Business Account's transportation benefits programs, using the myORCA.com website or requesting such action by the Lead Agency in accordance with this Agreement. The Business Account shall remain financially liable for any continued use of a Business Card distributed by the Business Account to a person who is no longer eligible.

21.0 ORCA SERVICES SUBJECT TO CHANGE

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of organizations, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of myORCA.com. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 22.

22.0 TERM AND TERMINATION

- 22.1 This Agreement shall take effect upon the designated Business Account representative accepting the terms of this Agreement online and shall remain in effect unless terminated in accordance with this Agreement.
- 22.2 The Lead Agency may at any time terminate the Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise breaches the Agreement, or acts in a manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known Primary Contact Person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten (10) days of the sending of the email notice. In the event of a termination for cause, the Lead Agency may immediately after sending the notice, terminate the website access privileges of the Business Account, lock the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.
- 22.3 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other Party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, at its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, lock the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account.
- 22.4 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

23.0 EXCLUSION OF WARRANTIES

- 23.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.

- 23.2 BY WAY OF EXAMPLE AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
 - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
 - C. ANY USE OF THE ORCA WEBSITE, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITE, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 23.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 23.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

24.0 FORCE MAJEURE

The ORCA Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform or comply with such obligations as a direct or indirect result of a force majeure event or any other circumstance not within such party's control, including but not limited to acts of nature, pandemics, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

25.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of myORCA.com, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Cardholder Terms of Use and Privacy Statement (posted on myORCA.com) and available in printed form upon request to the Lead Agency) and the fares, transfer rules, code of conduct and other operating policies and procedures established by each of the Agencies for their transportation services.

26.0 PROHIBITED DISCRIMINATION

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation program, the provision of ORCA Business Cards and ORCA Products or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

27.0 COMPLIANCE WITH APPLICABLE LAW

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including but not limited to any provisions relating to the Business Account's provision of compensation, benefits or services to Cardholders or others (e.g. including but not limited to transportation fringe benefits) and any reporting, tax withholding or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the ORCA Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to Cardholders or others (e.g. including but not limited to transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

28.0 LEGAL RELATIONS

28.1 *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

28.2 LIMITATION ON LIABILITY

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
 2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);
 3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
 4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
 5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME,

LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.

TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

The damage exclusions and limitations on liability in the Agreement shall apply even if any remedy fails for its essential purpose.

- 28.3 *No Waiver.* The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies and that those rights or remedies will still be available to Lead Agency.
- 28.4 *Governing Law and Forum.* This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the ORCA Agencies in other fora.
- 28.5 *Attorneys' Fees and Costs.* In the event of litigation between the parties related to this Agreement, the court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the court and permitted by applicable law.
- 28.6 *Survival.* Sections 5, 9, 11, 12, 15, 16, 17, 19, 21, 22, 26 and 27 shall survive and remain effective notwithstanding any termination of this Agreement.

29.0 SUCCESSORS AND ASSIGNS

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the Parties hereto and their respective successors and assigns. Provided however, the Business Account may not assign or delegate the duties performed under this Agreement without written agreement by the Lead Agency.

30.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to the ORCA services. No oral agreements or modifications will be binding on the Parties and any changes shall be effective only upon a written amendment being signed by the Parties.

31.0 SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any Party.

32.0 AUTHORITY TO EXECUTE

Each Party to this Agreement represents and warrants that: (i) it has the legal power and authority to accept and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) accepting the terms and conditions of the online Business Choice Agreement on the Party's behalf is/are duly authorized to do so and that the acceptance of those terms and condition by such person(s) is/are legally sufficient to bind the Party hereunder.

ATTACHMENT 1

ORCA BUSINESS CARDHOLDER RULES OF USE (for individuals who are provided Full Access or Global Ownership cards)

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by the organization or other institution that provided it to me and it has been provided to me for my personal use only. I agree not to sell or transfer my assigned ORCA Business Card to another person. If I violate these terms of use, my ORCA Business Card may be locked from further use.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to my organization's transportation coordinator. I understand a lost ORCA Business Card will be replaced only once per year at the current card fee plus any additional fee charged by my organization or institution.
3. I will return my assigned ORCA Business Card upon request or when I leave my employment or otherwise no longer meet the eligibility requirements of my organization. If I do not return my ORCA Business Card, I understand that it may be locked for further use.
4. I understand that my ORCA Business Card is valid up to the face value and type of the pass loaded on the card for transit fares on all transportation Agencies.
5. I understand I am responsible for paying any additional fares required for services not covered, or not fully covered, by my assigned ORCA Business Card and product(s).
6. I understand and will comply with policies of my organization or other institution that provided my ORCA Business Card.
7. I understand that any additional ORCA Products I load onto my assigned ORCA Business Card will become the property of the company that owns my ORCA Business Card and the refund, if any, of such products will be made by the company according to its refund policy.
8. I understand in the event any ORCA Products I load onto my assigned ORCA Business Card must be replaced, I am responsible for any fares required during the replacement period.
9. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to the company that owns my ORCA Business Card under certain circumstances.
10. I understand that the ORCA Business Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Business Card on a bus, train, ferry or light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be subject to a fine if the ORCA Business Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.
11. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder or light rail train.

ATTACHMENT 2
ORCA BUSINESS ACCOUNT SECURITY STANDARDS

1.0 Application Security

- 1.1 At the time the Business Account enters into the ORCA program, a unique password will be used by each Business Account authorized to enable access to myORCA.com.
- 1.2 The Business Account shall use a strong password that meets the following criteria:
- a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
 - b. Elements - Contains one each of at least one (1) of the following four (4) groups.
 - 1. English upper case letters (A, B, C...)
 - 2. English lower case letters (a, b, c...)
 - 3. Westernized Arabic numbers: 0, 1, 2...9
 - 4. Special characters: #%&\$!*@^()[]{}<>|?/'"+=.,
- 1.3 The Business Account shall restrict access to myORCA.com by providing a user account and password to only the person(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)". If the password is updated for reasons listed in (a) or (b), then the security questions for that same account shall be updated as well.
- 1.4 Access to myORCA.com is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact Person will review security policies and guidelines with system users at least quarterly.

2.0 Physical Security

- 2.1 The Business Account shall require system users, when not at their workstations, to log off from myORCA.com, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.
- 2.3 The Business Account shall ensure printed reports containing account information are kept in a secure location.

3.0 Incident Management

The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions, or lost or stolen card stock.



AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND ORCA BUSINESS PASSPORT PRODUCTS

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among <# <Content Select="/Opportunity/Account.MOBILEvario_Organization_Name__c"/> #> ("Business Account") and <# <Content Select="/Opportunity/Owner.UserRole.Name"/> #> ("Lead Agency") on behalf of the following agencies, individually referred to as the "Agency" and collectively as the "Agencies" in this Agreement.

The Snohomish County Public Transportation Benefit Area ("Community Transit")
The City of Everett ("Everett Transit")
The King County Metro Transit Department ("King County Metro")
The Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")
The Central Puget Sound Regional Transit Authority ("Sound Transit")
The Washington State Department of Transportation, Ferries Division ("Washington State Ferries")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 PURPOSE

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in *Attachment 1, Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 17 below. Businesses must at a minimum cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included. Eligibility is defined in *Attachment 3 Eligible Participants*.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program per *Attachment 6 Guaranteed Ride Home*, attached hereto), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the myORCA.com website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation

services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

2.0 TERM OF AGREEMENT AND CONTACT PERSONS

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 13, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in *Attachment 2 Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

3.0 DEFINITIONS

- 3.1 *Business Account.* The organization, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Choice Products.* The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass).
- 3.3 *Business Cardholder(s) or Cardholder(s).* The individual(s) whose ORCA cards are loaded by and/or may be provided by the Business Account.
- 3.4 *Business Passport Product.* The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.5 *Card Close.* An ORCA system action that permanently invalidates an ORCA Card. The Business Account, Lead Agency or Cardholder with access may close cards.
- 3.6 *Card Lock.* An ORCA system process action that prevents an ORCA Business Card from being used until the action is reversed. The Business Account, Lead Agency or Cardholder with access can lock and unlock cards.
- 3.7 *Lead Agency.* The Agency that entered into this Agreement on behalf of itself and the other Agencies and that is responsible for administration of this Agreement on behalf of the Agencies, including invoicing, contract modifications and renewals, and ORCA system support
- 3.8 *ORCA Website.* The myORCA.com website used by the Business Account to manage its account.
- 3.9 *ORCA.* The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.

- 3.10 *ORCA Business Card (or "Business Card")*. An ORCA fare card managed by a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in Attachment 1. These cards must be purchased with the business card profile of full access or the account must be set to have the global ownership flag. The fare card may be a physical card or if approved by the Lead Agency, a virtual fare card application.
- 3.11 *Load-Only ORCA Card*. An ORCA fare card managed by an individual which can be linked to a Business Account with load-only privileges. Load-only privileges allow the Business Account to load products and/or E-purse value. The Business Account does not have the ability to close the card, transfer card balances or check card balance
- 3.12 *ORCA Products*. Any transit fare payment mechanism offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, and E-purse.
- 3.13 *ORCA Services*. The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.14 *Parties*. The Business Account and the Agencies (which include the Lead Agency) referred to herein collectively as the "Parties" and individually as a "Party."
- 3.15 *Transportation Services*. Those public transportation services provided by the Agencies that are specified in Attachment 1.

4.0 PRICES AND PAYMENT TERMS

The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees and (b) the timing of payments. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.

- 4.1 The Business Account's purchase of any Business Choice Products via the myORCA.com website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.2 Payment in full is due as specified in Attachment 1.
- 4.3 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF), or if for any reason a payment is negated or reversed, the Lead Agency will notify the Business Account of the payment problem and if full and clear payment is not received within ten (10) days of such notification, the Lead Agency may:
 - 4.3.1. Refuse to process new orders for ORCA Business Cards and lock the loading of new ORCA Products by or for the Business Account;
 - 4.3.2 Assess any late payment, NSF and collection fees to the maximum amount permitted by law;

- 4.3.3 Initiate a Card Lock on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until such time as the Business Account pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and
- 4.3.4 Suspend or terminate access rights to the Business Account's secured area of the website.
- 4.4 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable court costs, attorney fees and collection fees incurred in collecting amounts due from the Business Account.
- 4.5 Sound Transit, on behalf of the Lead Agencies, will be responsible for invoicing amounts due per this Agreement.

Payments will be remitted to:

Central Puget Sound Regional Transit
LB 1194
PO BOX 35146
Seattle, WA 98124-5146

Wire /ACH instructions will also be available.

5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS

- 5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Business Accounts Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.
- 5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall be responsible for the management of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.
- 5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Close or Card Lock that may be initiated as provided below.
- 5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the

Cardholder “taps on,” the ORCA system will record the trip to the last stop on the line. When the Cardholder “taps off” at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to “tap off”, then ORCA will record a ride to the end of the line. The result of not “tapping off” is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.

- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account manages all Business Cards it distributes but a cardholder may also purchase and load individual ORCA products on a Business Card. The Business Account understands that a Business Card it distributes to a Cardholder may be linked by the Cardholder to his/her/their personal account on myorca.com as provided in Section 6. The Business Account may not register the Business Cards that are issued under this Agreement to a personal account.

The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, be informed of the Cardholder Rules of Use, incorporated in this Agreement as *Attachment 4 ORCA Business Cardholder Rules of Use*, through the Business Account’s standard means of communicating policies.

The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Locks and Card Close.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Lock, which is reversible action, or a Card Close, which is a permanent action, via the myORCA.com website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Lock or Card Close to any of the Business Account’s Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.4, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder.
- 5.9 *Restoration of Value After Card is Locked or Closed.* Following a Card Lock, a Business Account can transfer remaining funds and products onto a replacement card. Business Account will be responsible for card replacement fee.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or

suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage, abuse, loss, theft, Card Close, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 14, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that it will purchase replacement Business Cards at the then-applicable rate.

6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS

Cardholder Privileges. The Business Account understands and agrees that the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 6.1 *The* Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Passport or Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on a regular transportation service operated by one or more of the Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.2 The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to any ORCA Product loaded by the Business Account. Individual ORCA Products may be used to pay all or a portion of a required fare on a transportation service not covered by a Business Passport Product or Business Choice Product. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.3 The Cardholder may link his/her/their name and other contact information with the ORCA system and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder full access to the card but may give the Cardholder the right to access the myORCA.com website to view the card's transaction history and current stored value, and to add retail products.
- 6.4 The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).

7.0 BUSINESS RESPONSIBILITIES AND PRIVILEGES RELATING TO LOAD-ONLY CARDS

- 7.1 The Business Account understands that if it links an individual's ORCA card to their Business Account with load-only privileges the Business Account will have limited access. The Business Account will be able to load products and/or E-purse on the account and unlink the card from its account. The Business Account will not be able to close the card, transfer products and/or E-purse value, or view card balance.

- 7.2 When the load-only card holder is no longer eligible for a transit benefit, the Business Account is responsible for unlinking the card from their account.

8.0 NO RETURNS OR REFUNDS

Except as otherwise provided herein or in Section 14.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport or Business Choice products purchased for such cards, are final and it is not entitled to any refunds. However, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is closed. The Lead Agency shall initiate a Card Close and the refund will be processed approximately ten (10) days after the Card Close was initiated. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

9.0 BUSINESS ACCOUNT WEBSITE

- 9.1. The myORCA.com website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the myORCA.com website when it is available and that each access and use of said website shall be subject to the ORCA Terms of Use and ORCA Privacy Statement that are in effect and posted on the myORCA.com website at the time of such access and use.
- 9.2. The Business Account understands and agrees that uninterrupted access to and use of the myORCA.com website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 9.3. At the time the Business Account enters into the ORCA program, the Business Account's Primary Contact (Super Admin) will be provided a password to access myorca.com. The Super Admin will be responsible for adding additional admins to the Business Account. The Business Account is solely responsible for managing their account's users. The Business Account is also solely responsible for complying with the security standards specified in *Attachment 5 ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

10.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM

- 10.1 The Business Account understands and agrees that the data, reports or any information provided to it via the myORCA.com website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the myORCA.com website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 10.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the

extent provided via the myORCA.com website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers for the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account. The written request shall include the following:

- 10.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;
- 10.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and
- 10.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

11.0 PUBLIC RECORDS

The Business Account understands and agrees that all records related to its participation in the ORCA System are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA System, whether provided via this website or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA System; and (d) all data, reports and information of any kind related to the loading of products on, and the use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure.

12.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT

The Business Account is encouraged to collect Business Cards from Cardholders who are no longer eligible for the Business Account's transportation benefits program. In any case, the Business Account is solely responsible for initiating a Card Lock or Closing a Card in accordance with this Agreement to prevent any continued use of, and financial liability for, a card that had been distributed to a person who is no longer eligible.

13.0 ORCA SERVICES SUBJECT TO CHANGE

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of organizations, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands

and agrees that one or more ORCA Services may be changed, suspended or terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the myORCA.com website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 14.

14.0 TERMINATION

- 14.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known Primary Contact Person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten (10) days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, block the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.
- 14.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other Party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Block on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 14.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

15.0 EXCLUSION OF WARRANTIES

- 15.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.

- 15.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
 - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
 - C. ANY USE OF THE ORCA WEBSITE, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITE, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 15.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
- 15.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

16.0 NOTICES

- 16.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 15.2.
- 16.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

17.0 FORCE MAJEURE

The Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform, or comply with such obligations as a direct or indirect result of a force majeure event, or any other circumstance not within such party's control, including, but not limited to, acts of nature, pandemics, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

18.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA website, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Cardholder Terms of Use and ORCA Privacy Statement (posted on the

ORCA website and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

19.0 PROHIBITED DISCRIMINATION

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation benefits program, the provision of ORCA Business Cards and ORCA Products, or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

20.0 COMPLIANCE WITH APPLICABLE LAW

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including, but not limited to, any provisions relating to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, tax withholding, or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

21.0 LEGAL RELATIONS

21.1 *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

21.2 LIMITATION ON LIABILITY

A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:

1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;
2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);

3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
 4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
 5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C. TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

THE DAMAGE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

- 21.3 No Waiver. The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.
- 21.4 Governing Law and Forum. This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead

Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.

- 21.5 Attorneys' Fees and Costs. In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 21.6 Survival. Sections 4, 5, 9, 14 and 20 shall survive and remain effective notwithstanding any termination of this Agreement.
- 21.7 Use of ORCA name and logos. The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

22.0 SUCCESSORS AND ASSIGNS

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, no Party may assign or delegate the duties performed under this Agreement without the written agreement by the Lead Agency, the Business Account and the assignee.

23.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

24.0 SEVERABILITY

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

25.0 AUTHORITY TO EXECUTE

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

26.0 COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

BUSINESS ACCOUNT	LEAD TRANSPORTATION AGENCY
<p data-bbox="224 531 808 632"><# <Content Select="/Opportunity/Account.MOBILEvario_ Organization_Name__c"/> #></p> <p data-bbox="203 730 711 795">BY: <# <Signature Placeholder="\s1\ Hidden="true" /> #></p> <p data-bbox="203 831 816 932">Name: <# <Content Select="/Opportunity/DocuSign_Contact_Mappi ng__r.Signatory_Contact_Name__c"/> #></p> <p data-bbox="203 968 816 1068">Title: <# <Content Select="/Opportunity/DocuSign_Contact_Mappi ng__r.Signatory_Contact_Title__c"/> #></p> <p data-bbox="203 1104 735 1169">Date: <# <Signature Placeholder="\d1\ Hidden="true" /> #></p>	<p data-bbox="846 531 1448 632"><# <Content Select="/Opportunity/Owner.UserRole.Name"/ > #></p> <p data-bbox="846 730 1333 795">BY: <# <Signature Placeholder="\s2\ Hidden="true" /> #></p> <p data-bbox="846 831 1438 932">Name: <# <Content Select="/Opportunity/Agency_Signatory_Nam e__c"/> #></p> <p data-bbox="846 968 1438 1068">Title: <# <Content Select="/Opportunity/Agency_Signatory_Titl e__c"/> #></p> <p data-bbox="846 1104 1360 1169">Date: <# <Signature Placeholder="\d2\ Hidden="true" /> #></p>

ATTACHMENT 1

SAMPLE - PRODUCTS, PRICING AND TERMS – BUSINESS PASSPORT FLAT RATE

Business Account: <# <Content Select="/Opportunity/Account.MOBILEvario_Organization_Name__c"/> #>
 Business Account Federal Tax ID #: <# <Content Select="/Opportunity/Account.Tax_Id__c"/> #>
 ORCA Business ID#: <# <Content Select="/Opportunity/Organization_External_Number__c"/> #>
 Agreement Type: <# <Content Select="/Opportunity/Contract_Type__c"/> #>
 Program Term: <# <Content Select="/Opportunity/Contract_Start__c"/> #> - <# <Content Select="/Opportunity/Contract_End__c"/> #>

Business Passport Flat Rate Products

<# <RichText Select="/Opportunity/Attachment_1_Document_Data__c"/> #> <# <RichText Select="/Opportunity/Guaranteed_Ride_Home_Pricing_Text__c"/> #> <# <RichText Select="/Opportunity/Card_Logo_Document_Data__c"/> #>				
Passport Zone and Worksite Location		Employees	Annual Rate per Employee	Cost
State and Zip Code				
<# <TableRow Select="/Opportunity//Contract_Worksites__r" /> #><# <Content Select="/.Zone__r.Name"/> #> – <# <Content Select="/.Address__c"/> #>, <# <Content Select="/.City__c"/> #>		<# <Content Select="/.Number_of_Employees_Docusign__c"/> #>	<# <Content Select="/.Zone_Price__r.Anual_Price__c"/> #>	<# <Content Select="/.Cost_Docusign__c"/> #>
N e C a r d (s)	<# <Content Select="/Opportunity/New_Cards_Docusign__c"/> #>	X <# <Content Select="/Opportunity/Card_Fee_Docusign__c"/> #>		<# <Content Select="/Opportunity/Card_Cost_Docusign__c"/> #>
Subtotal				<# <Content Select="/Opportunity/Sub_Total_Cost_Docusign__c"/> #>
<# <TableRow Select="/Opportunity//Incentives__r" /> #> <# <Content Select="/.Funding_Source__r.Name"/> #>			<# <Content Select="/.Per_Employee_Cost_Docusign__c"/> #>	<# <Content Select="/.Amount_Docusign__c"/> #>
Total				<# <Content Select="/Opportunity/Total_Cost_Docusign__c"/> #>

<# <Conditional Select="/Opportunity/Card_Logo_Printing_Required__c" Match="True" /> #>

Card Logo Permission

The Business Account hereby grants permission for the Agencies to print the Business Account's name and logo on the Business Account's ORCA Business Cards and no further permission is required.

<# <EndConditional/> #>

Business Passport Flat Rate Payment Terms

- <# <Content Select="/Opportunity/Payment_Terms__c"/> #>

Additional Information

Additional Card Orders

During the agreement term additional cards can be ordered at the standard card fee only.

Amount of Eligible Participant contribution

(Note: employees may contribute up to 50% of the Annual Rate per Employee)

<# <TableRow = <# <Content
Select="/Opportunity/Contract_Worksites__r" Select="./Contract_Document_Eligible_C
> #><# <Content Select="./Zone__r.Name"/> ontribution__c"/> #>
> #> - <# <Content Select="./Address__c"/>
> #>, <# <Content Select="./City__c"/> #>
State and Zip Code

Business Choice Products

Choice Products purchased by the Business Account will be prepaid by invoice, credit card or ACH, at prevailing retail rates.

ATTACHMENT 2

DESIGNATED REPRESENTATIVES

	BUSINESS ACCOUNT - Primary	LEAD AGENCY – Primary
Name	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Name__c"/> #>	<# <Content Select="/Opportunity/Agency_Primary_Name__c"/> #>
Title	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Title__c"/> #>	<# <Content Select="/Opportunity/Agency_Primary_Title__c"/> #>
Address	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Street__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_City__c"/> #>, <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_State__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Postal_Code__c"/> #>	<# <Content Select="/Opportunity/Agency_Primary_Address__c"/> #>
Telephone	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Cell_Phone__c"/> #>	<# <Content Select="/Opportunity/Agency_Primary_Phone__c"/> #>
E-Mail	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Primary_Contact_Email__c"/> #>	<# <Content Select="/Opportunity/Agency_Primary_Email__c"/> #>
	BUSINESS ACCOUNT - Secondary	LEAD AGENCY – Secondary
Name	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Name__c"/> #>	<# <Content Select="/Opportunity/Agency_Secondary_Name__c"/> #>
Title	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Title__c"/> #>	<# <Content Select="/Opportunity/Agency_Secondary_Title__c"/> #>

Address	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Street__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_City__c"/> #>, <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_State__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Postal_Code__c"/> #>	<# <Content Select="/Opportunity/Agency_Secondary_Address__c"/> #>
Telephone	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Cell_Phone__c"/> #>	<# <Content Select="/Opportunity/Agency_Secondary_Phone__c"/> #>
E-Mail	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Secondary_Contact_Email__c"/> #>	<# <Content Select="/Opportunity/Agency_Secondary_Email__c"/> #>
BUSINESS ACCOUNT - Billing		
Name	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Name__c"/> #>	
Title	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Title__c"/> #>	
Address	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Street__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_City__c"/> #>, <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_State__c"/> #> <# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Postal_Code__c"/> #>	
Telephone	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Cell_Phone__c"/> #>	
E-Mail	<# <Content Select="/Opportunity/DocuSign_Contact_Mapping__r.Billing_Contact_Email__c"/> #>	

ATTACHMENT 3

ELIGIBLE Cardholders

Definition and Number of Eligible Cardholders

Eligible Participant - Businesses must, at a minimum, cover all benefits-eligible employees except those who work 100% remote. Additional participants can be included.

Definition of Eligible Participants	<# <Content Select="/Opportunity/Employee_Eligibility__c"/> #> <# <Conditional Select="/Opportunity/Employee_Eligibility__c" Match="Other" /> #> <# <Content Select="/Opportunity/Other_Eligibility_Definition__c"/> #> <# <EndConditional/> #>
Number of Eligible Participants	<# <Content Select="/Opportunity/Total_No_of_Employees_Docusign__c"/> #>

ATTACHMENT 4

ORCA BUSINESS CARDHOLDER RULES OF USE (Applies to Global Ownership and Full Access Cards)

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by the organization that provided it to me and it has been provided to me for my personal use only. I agree that I will not sell or transfer my assigned ORCA Card to another person. If I violate these terms of use, my ORCA Card may be blocked from further use.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to my company's Transportation Coordinator. I understand an ORCA Business Card will be replaced at the fee charged by my company.
3. I will return my assigned ORCA Business Card upon request or when I leave my employment or otherwise do not meet the eligibility requirements of my company. If I do not return my ORCA Business Card, I understand that it may be locked for further use.
4. I understand that my ORCA Business Card is valid for the following provided by the listed transportation Agencies.
 - a. 100% of fares on regularly scheduled transportation service on Community Transit, Everett Transit, King County Metro, King County Water Taxi, Kitsap Transit and Kitsap Ferries, Monorail, Pierce Transit, Sound Transit, and Seattle Streetcar.
 - b. 100% of vanpool and vanshare fares on vanpool services provided by Community Transit, Kitsap Transit, King County Metro, and Pierce Transit.
5. I understand and will comply with policies of my employer or other institution that provided my ORCA Business Card.
6. I understand that the ORCA Business Card is valid for fare payment only on transportation services specified in Section 4 and I am responsible for paying any additional fares required for services not covered, or not fully covered, by my assigned ORCA Business Card.
7. I understand that any additional ORCA Products I load onto my assigned ORCA Card will become the property of the company that owns my ORCA Business Card and the refund, if any, of such products will be made by the company according to its refund policy.
8. I understand in the event any ORCA Products I load onto my assigned ORCA Card must be replaced; I am responsible for any fares required during the replacement period.
9. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to the company that owns my ORCA Business Card.
10. I understand that the ORCA Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Card on a bus, train, ferry or light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be

subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.

11. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder train or Link light rail.

ATTACHMENT 5

ORCA BUSINESS ACCOUNT SECURITY STANDARDS

1.0 Application Security

- 1.1 At the time the Business Account enters into the ORCA program, a unique password will be used by each Business Account authorized to enable access to myORCA.com.
- 1.2 The Business Account shall use a strong password that meets the following criteria:
- a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
 - b. Elements - Contains one each of at least one character from each of the following four (4) groups.
 1. English upper case letters (A, B, C...)
 2. English lower case letters (a, b, c...)
 3. Westernized Arabic numbers: 0, 1, 2...9
 4. Special characters: #%&\$*!@^()[]{}<>|\?/'"+=.,
- 1.3 The Business Account shall restrict access to the myORCA.com website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)". If the password is updated for reasons listed in (a) or (b), then the security questions for that same account shall be updated as well.
- 1.4 Access to the ORCA myORCA.com website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

2.0 Physical Security

- 2.1 The Business Account shall require system users, when not at their workstations, to log off the myORCA.com website, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.

2.3 The Business Account shall require its employees to keep printed reports containing account information in a secure location.

3.0 Incident Management

3.1 The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions or blocked cards, or lost or stolen card stock.

ATTACHMENT 6

GUARANTEED RIDE HOME PROGRAM

1.0 PURPOSE – SECTION 1 STANDARD LANGUAGE

The purpose of this agreement is to define responsibilities of the Agency and the Business Account under the Guaranteed Ride Home program (hereinafter, "GRH.") GRH guarantees payment for fees incurred by eligible employees who meet the eligible criteria, as set forth below, and have taken rides taken in accordance with the terms set forth below.

This Agreement sets forth all the rights and duties of the parties with respect to the subject matter thereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto.

2.0 DEFINITIONS – SECTION 2 STANDARD LANGUAGE

2.1 Eligible Employees

Eligible Employees are individuals included in the Eligible Participant definition on Attachment 3 who traveled to work using an approved commute option on the day they wish to use GRH.

2.2 Program Coordinator

The Program Coordinator is the Business Account's designated staff person(s) or office responsible for administering GRH for each shift.

2.3 Approved Commute Options

Eligible Employees must have commuted from their principal residence, transit center, or park & ride lot to the Business Account's worksite by one of the following Approved Commute Options: bus, train, carpool, vanpool, walk-on or bicycle-on ferry, bicycle, walk or other non-drive alone commute option.

2.4 Eligible Reasons

Eligible Reasons for using GRH are:

- a. Eligible Employee's or family member's unexpected illness or emergency.
- b. Unexpected schedule change such that the normal commute mode is not available for the return commute to the starting place of their commute. Unexpected means the employee learns of the schedule change that day.
- c. Missing the employee's normal return commute to the starting place of their commute for reasons, other than weather or acts of nature, which are beyond the employee's control and of which they had no prior knowledge. For example, the employee's carpool driver left work or worked late unexpectedly.

2.5 Non-Eligible Reasons

Non-Eligible Reasons for which GRH may not be used include, but are not limited to:

- a. Pre-scheduled medical or other appointments.
- b. To transport individuals who have incurred injury or illness related to their occupation. A GRH ride should NEVER be used where an ambulance is appropriate, nor should a GRH ride replace Business Account's legal responsibility under workers' compensation laws and regulations.

- c. Employee termination or reductions in force.
- d. Other situations where, in the opinion of the Business Account's Program Coordinator, alternate transportation could have been arranged ahead of time.
- e. Non-emergency side trips.
- f. Inclement weather.
- g. The individual has already met their trip limits for the year.
- h. To take ferry commuters any farther than the ferry dock.

2.6 Eligible Destinations

Eligible Destinations for a ride under GRH from the Business Account's work site are to:

- a. Eligible Employee's principal place of residence.
- b. Eligible Employee's personal vehicle, e.g. vehicle located at a transit center or park & ride lot.
- c. Eligible Employee's usual commute ferry terminal on the east side of Puget Sound.
- d. To a medical provider in an unexpected situation.
- e. To an intermediate stop if it meets the criteria set forth below.

2.7 Intermediate Stops

An Intermediate Stop is a stop from the work site at an intermediate location before going on to an Eligible Destination that is directly related to an emergency (i.e. pick up a necessary prescription at a pharmacy; pick up a sick child at school), is requested in advance by the Eligible Employee and is authorized in advance by the Business Account's Program Coordinator.

3.0 BUSINESS ACCOUNT RESPONSIBILITIES

3.1 Program Coordinator – SECTION 3.1 STANDARD LANGUAGE

Business Account shall designate as many Program Coordinators as necessary to administer and perform the necessary GRH program tasks as set forth in this Attachment.

3.2 Number of GRH Rides per Eligible Employee – SECTION 3.2 MERGE FIELD

(KCM and KT Specific)

Business Account shall ensure that each Eligible Employee does not exceed eight (8) GRH rides per twelve (12) month period. There is a 60-mile trip limitation one way (employee will pay the remainder of the fare beyond 60 miles). King County shall not pay any taxi driver gratuity. Taxi driver gratuity will be at the sole discretion of Business Account or the Eligible Employee taking the GRH ride.

(PT Specific)

Business Account shall ensure that each Eligible Employee is limited to eight (8) trips per twelve (12) month period, commencing on initial effective date of the employer's ORCA Passport Agreement.

(CT Specific)

Business Account shall ensure that each Eligible Employee does not exceed the limit of six (6) trips per employee per year; a 65-mile trip limitation one way (employee will pay the remainder of the fare beyond 65 miles).

(ET Specific)

Eligible Employees will each be subject to a two (2) trip limit per year, with a 65-mile trip limitation one way.

3.3 Access to Service – SECTION 3.3 STANDARD LANGUAGE

Business Account shall make information about how to access GRH rides available to all Eligible Employees.

4.0 GRH PROGRAM TASKS

4.1 Process – SECTION 4.1 MERGE FIELD

(KCM and KT Specific)

To access GRH rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call an answering service provider directly, contracted by King County. The phone number is **425-450-4555**. Program Coordinator shall screen and obtain the following information from the Eligible Employee and provide the information to the answering service provider as part of arranging the taxi ride for the Eligible Employee.

- a. Verify the Eligible Employee has commuted to the worksite by an eligible mode.
- b. Verify the Eligible Employee has an Eligible Reason and Eligible Destination for a GRH ride.

(PT Specific)

To access GRH rides, an Eligible Employee shall contact the employer's Program Coordinator and supply the following information prior to scheduling a GRH trip.

- a. Approved Commute Option used by Eligible Employee on day of request
- b. Eligible Reason for GRH ride
- c. Eligible Destination address
- d. Eligible Intermediate Stop address and justification for intermediate stop, if applicable

Employer's Program Coordinator will ensure that the commute option, reason, intermediate stop, and destination meet eligibility requirements before approving the request. Once the employer's Program Coordinator approves the request, the Eligible Employee may call any taxi provider or TNC to arrange for the trip.

Once the Eligible Employee takes and pays for the GRH ride, the Eligible Employee shall provide a receipt for the ride to the employer's Program Coordinator.

Employer's Program Coordinator shall complete the [GRH Reimbursement Request form](#) by the end of each month for reimbursement.

For support, contact Pierce Transit at CommuteSolutions@PierceTransit.org or 253.983.3792.

(CT Specific)

To access GRH rides, an Eligible Employee shall contact the employer's Program. Program Coordinator will:

- a. Determine that the employee is eligible for the program.
- b. Determine valid need for service by the employee
- c. Make sure employees possess a photo I.D. (driver's license, employer I.D.)
- d. Fill out **all** requested information on the GRH voucher for the employee including date, trip time requested, employee's name, organization's name, coordinator's name, pick-up address and location, destination address or name, any Intermediate Stops, and the reason the trip was requested.
- e. Contact a service provider as directed in program materials (*see Open Return below).
- f. Tell the operator who answers that this is a Community Transit Guaranteed Ride Home service request.

- g. Identify yourself and your employer. Give the operator the employee's name, pick-up address and location, and the time transportation is needed. If an Intermediate Stop has been authorized, inform the operator of this also.
- h. Remind the operator to have the driver confirm the passenger's destination and identify by checking the name on the GRH voucher with the passenger's photo identification.
- i. Retain a copy of the voucher as part of your program records. Give the original to the employee to submit to the driver.
- j. Remind the employee that the driver will request photo identification.
- k. Tips are at the discretion of the employee and will not be reimbursed.
- l. Discourage employees from requesting a ride if they are not sure they will use it. Community Transit pays a fee for "no shows". If, for some unavoidable reason, the employee does not show up for the ride, contact Community Transit as soon as possible.

***Open Return** – if an employee requests a Guaranteed Ride Home because of unexpectedly working late at the request of a supervisor **AND** does not know exactly when a ride will be needed **AND** that time is after the Program Coordinator has completed work for the day, the Program Coordinator should complete the voucher and provide the employee with the service provider's phone number. The employee should phone the service provider as soon as the desired pick-up time is known and state that it is a **Community Transit Guaranteed Ride Home** service request.

The Program Coordinator will have some power of discretion in this program. It may occasionally be necessary for the Program Coordinator to judge whether a unique situation constitutes a true emergency. **Coordinators who wish assistance in judging a unique situation should call Community Transit at (425) 438-6136, between 8:00 a.m. and 5:00 p.m., Monday – Friday.**

(ET Specific)

How to access service:

- 1) Determine that the employee is eligible for the program.
- 2) Determine valid need for service by the employee (see Guidelines - Attachment B)
- 3) Make sure employee possesses a photo I.D. (driver's license, employer I.D.)
- 4) Fill out all requested information on the Guaranteed Ride Home Form for the employee including date, trip time requested, employee's name, organization's name, your name, pick-up address and location, destination address or name, any Intermediate Stops, and the reason the trip was requested.
- 5) Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, contact Mimi West at 425-257-8806.
Outside of these hours call Yellow Cab at 425-609-7777.
 - a) Tell the operator who answers that this an **Everett Transit Guaranteed Ride Home** service request.
 - b) Identify yourself and your employer. Give the operator the employee's name, pick-up address and location, and the time the taxi is needed. If an Intermediate Stop has been authorized, inform the operator of this also. All of this information is on the Guaranteed Ride Home Form.
 - c) **Fax a copy of the signed form to Everett Transit at 425-257-8945.**
- 6) Remind the employee that the driver will request photo identification.
- 7) Tips are at the discretion of the employee and will not be reimbursed.
- 8) Discourage employees from requesting a taxi ride if they are unsure they will use it. Everett Transit pays a fee for "no shows". If, for some unavoidable reason, the employee does not show up for the taxi ride, contact Everett Transit as soon as possible.

***Open Return** - If an employee requests a Guaranteed Ride Home because of unexpectedly working late at the request of a supervisor **AND** does not know exactly when a ride will be needed **AND** that time is after the Program Coordinator has completed work for the day, the Program Coordinator should complete the form and provide the employee with the service provider's phone number. The employee

should phone the service provider as soon as the desired pick-up time is known and state that it is an **Everett Transit Guaranteed Ride Home** service request.

4.2 Reporting – SECTION 4.2 MERGE FIELD

(KCM and KT Specific)

- a. Once an Eligible Employee takes the emergency taxi ride, obtain from the Eligible Employee a completed receipt of the taxi trip.
- b. Business Account's Program Coordinator shall forward copies of such receipts to King County at the end of each month for record keeping and accounting purposes.

(PT Specific)

Employer's Program Coordinator shall track individual Eligible Employee use of the program to ensure none exceed eight (8) trips per twelve (12) month period.

(CT Specific)

- a. Confirm the number of employees as defined in section two (2) officially registered by the Business Account.
- b. Keep a complete record of all service requests so that Community Transit can track program usage and check employer records against those provided by the taxi company.
- c. Track individual employees' use of the program to ensure that none exceed the 6 trip limit.
- d. Participate in the evaluation process by providing information mentioned above and allowing Community Transit to survey or conduct focus groups among the Business Account's employees.

(ET Specific)

The Business Account shall:

- a. Provide, quarterly, the names and the number of employees as defined in section two (2) officially registered by the Business Account.
- b. Designate the Program Coordinator responsible for administering the service for each shift at the Business Account, providing for the possibility that that person(s) may occasionally be unavailable. In this occurrence, an alternate Program Coordinator will be designated.
- c. Confirm eligibility of trip request based on this Agreement, including but not limited to Attachment B, and other program materials provided by Everett Transit.
- d. Access service through a designated service provider, and give the operator necessary information as detailed in Attachment A.
- e. Keep a complete record of all service requests so that Everett Transit can track program usage and check employer records against those provided by the taxi company.
- f. Track individual employees' use of the program to ensure that none exceed the 2-trip limit.
- g. Follow procedures as set out in Attachments A and B.

5.0 AGENCY RESPONSIBILITIES – SECTION 5.1 STANDARD LANGUAGE

5.1 Agency shall provide Business Account Program Coordinator with procedures, guidelines and all documents needed to facilitate the program. Agencies will conduct evaluations of program's effectiveness.

5.2 Indemnification – SECTION 5.2 STANDARD LANGUAGE

Business Account agrees the Agency is not responsible for providing transportation services under the GRH program. Business Account further agrees that the Agency makes no guarantee or warranty as to the availability, quality or reliability of transportation service, and that the Agency's sole obligation

under the program is to make payment of the transportation provider for trips actually taken in accordance with the terms of this Agreement. Business Account agrees it shall make no claims of any kind or bring any suits of any kind against the Agency for damages or injuries of any kind arising out of or in any way related to the GRH program. Without limiting the foregoing and by way of example only, the Business Account agrees that the Agency shall not be liable for any injuries or damages caused by negligence or intentional acts occurring before, during or after a ride or for any injuries or damages caused by failure of a transportation company to provide a ride due to negligence, intentional acts or causes beyond their control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

5.3 Payment of Authorized GRH Fares – SECTION 5.3 MERGE FIELD

(KCM and KT Specific)

King County shall pay the metered fare amount of a Business Account's Program Coordinator-authorized GRH ride, as defined in the DEFINITIONS section above. Business Account's payment for GRH services is accounted for in the base price of the ORCA Passport Agreement, as indicated in Attachment 1.

(PT Specific)

Employer or Eligible Employee is responsible for trip payment at the time the trip is taken. Pierce Transit will reimburse fares incurred by eligible employee for eligible trips, up to \$100 for a one-way trip. Eligible Employee is responsible for any gratuity and costs over \$100.

(CT Specific)

Community Transit shall provide the funding for the program. Community Transit will pay fares incurred by eligible persons for eligible trips. Community Transit will not pay for the cost of the driver gratuity, which is at the discretion of, and to be paid by the passenger.

(ET Specific)

Everett Transit, through authorization from the Washington State Department of Transportation (WSDOT) shall provide funding for the program for the duration of WSDOT financial support. Everett Transit will not pay for the cost of the driver gratuity, which is at the discretion of, and to be paid by the passenger.

5.4 Reporting – SECTION 5.4 STANDARD LANGUAGE

The Agency shall keep a complete record of all authorized GRH ride requests and provide a copy of this record to Business Account's designated Program Coordinator if requested.

5.5 Program Abuse – SECTION 5.5 STANDARD LANGUAGE

The Agency reserves the right to investigate and recover costs from and/or disqualify the Business Account for intentional abuse of the GRH program by Eligible Employees. Program abuse is defined as, but not limited to, taking more than the maximum rides per agreement period, taking trips for inappropriate reasons, unauthorized destinations and Intermediate Stops, and pre-scheduled appointments not defined in the DEFINITIONS section above. The Agency shall also have the right to recover costs from and/or disqualify a Business Account who knowingly, willingly or intentionally violates the terms of this Agreement by authorizing ineligible or inappropriate trips or failing to fulfill their responsibilities as described in this Agreement.

5.6 Amendment and Termination – SECTION 3.2 BOTH STANDARDIZED LANGUAGE AND MERGED FIELDS

This Agreement and any of its terms or provisions may be amended by written agreement of the parties. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the parties to this Agreement and as provided herein.

The Agreement may be terminated by either the Agency or the Business Account for convenience and without cause by giving written notice of such termination to the other party at least thirty (30) days prior to the effective date of such termination. This Agreement shall continue in force until terminated by either party or until the Business Account's ORCA Business Passport Agreement is terminated, whichever comes first.

The Agency shall have the right to terminate the Agreement immediately if the Business Account places the Agency or the public at undue risk as determined by Agencies, or if the Business Account's ORCA Business Passport Agreement is suspended or terminated.

(PT Specific)

If Business Account fails to perform in the manner called for in this Agreement or if Business Account fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, PIERCE TRANSIT may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on Business Account setting forth the manner in which Business Account is in default.

Business Account shall submit final payment reports for any GRH rides incurred prior to termination of this Agreement within 30 days after the termination date; failure to submit requests within this period shall relieve Pierce Transit of any obligation to make reimbursement.

(CT Specific)

SUCCESSORS AND ASSIGNS

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns. The Business Account, however, agrees that it will not assign or delegate the duties to be performed under this agreement to an outside contractor without the prior written approval from Community Transit.

APPLICABLE LAW AND FORUM

Each party's performance shall comply with all applicable federal, state and local laws, regulations and ordinances. In the event of any litigation under this Agreement, the parties agree that venue shall rest in Superior Court of Snohomish County, Washington, and the Business Account hereby submits to personal jurisdiction therein.

**ATTACHMENT D
AGENCY PASSPORT TRANSIT PRICING FORMULAS AND CONDITIONS**

The general conditions for sale of Passport products are defined in the following table:

Policy	Passport Flat Rate - Area	Passport Per Trip-Custom
Customer Size Eligibility	<p>Business Accounts must have between 5 and 499 participants except in designated zones agreed upon by the partners, where customers must have at least 5 participants.</p> <p>Exception: The BA Passport subcommittee may consider exceptions on a case by case basis. For example, companies with high vanpool use may be considered for custom pricing.</p>	<p>Business Accounts must have at least 500 participants or qualify as multifamily residential program.</p> <p>Exception: The BA Passport subcommittee may consider exceptions on a case by case basis. For example, companies with high vanpool use may be considered for custom pricing.</p>
Level of Subsidy	Business Accounts must pay for at least 50% of the annual pass cost per eligible participant.	Business Accounts must pay for at least 50% of the annual pass cost per eligible participant.
Eligible Participant Population	Business Accounts must purchase for a minimum of all benefits-eligible employees and/or registered students.	Business Accounts must purchase for a minimum of all benefits-eligible employees and/or registered students, or residents.
Non-ORCA Products & Fees	<p>Business Accounts are provided a package of products including transit, vanpool, guaranteed ride home, etc.</p> <p>Each lead agency can charge an administration and/or other fees at their discretion to cover administrative and/or program management costs associated with the program.</p>	<p>Business Accounts choose which supporting products they would like in their programs, and can include vanpool, guaranteed ride home, etc.</p> <p>Each lead agency can charge an administration and/or other fees at their discretion to cover administrative and/or program management costs associated with the program.</p>

ATTACHMENT D
Agency Passport Transit Pricing Formulas and Conditions (Continued)

Policy	Passport Flat Rate - Area	Passport Per Trip
Transit Pricing – New Customers	ORCA system data. (Basis: ORCA data from existing Area accounts less discounts if applicable.)	ORCA system data.
Transit Pricing – Renewal Customers	ORCA system data. The following types of accounts are included in the data review: <ul style="list-style-type: none"> • BA with location/s in only 1 area zone. • BA with a minimum of 12 months data. 	ORCA system data.
Program Pricing Adjustments	Program pricing is updated two times per year: <ul style="list-style-type: none"> • March 1 • September 1 New prices apply at contract renewal.	For Passport Per Trip Use Ridership, adjustments will happen as soon as they take effect in the ORCA system (such as fare increases) If the contract has a negotiated percentage discount, it will be applied in the ORCA BAW and calculated in the ORCA Apportionment report.
Supplemental Invoicing for vanpool	No supplemental invoicing is necessary.	Supplemental invoicing for vanpool may occur on an as needed basis as stated in Section 6 of this Agreement.

Additional Notes for Passport Flat Rate and Passport per Trip – Custom Agreements:

An agreement may include vanpool for one or more transit agencies or it may exclude vanpool for all agencies. Inclusion of vanpool is “opt-in” by both the company and the individual transit agencies. The Lead Agency will need to verify vanpool inclusion/exclusion on each agreement prior to pricing.

Service Access:

In general, the revenue rate(s) reflect the cost of access to all parts of each Agency’s regular fixed route transportation system, including the Monorail, Seattle Streetcar and Sound Transit Link and Sounder service, without additional charge. Special event services are not covered by this Agreement.

Pricing Methodology:

Passport Flat Rate, Area - Agencies will use the Fixed Value Flat Rate option, and will enter the monthly price for each Agency, as estimated using the following methodology. The formula for estimating and pricing trips is included in the approved Business Account Pricing Calculation Forms, incorporated herein as D-1 and D-2. Pricing changes to Form D-1, Flat Rate – Area, will occur in March and September of each year. Flat Rate pricing changes will occur as deemed necessary by all Participating Agencies, and requires 90 days written notification. The 90 day review includes Partner Agency review, publication of new rates 60 days prior to effective date, and actual implementation of

new rates. All other changes will occur as deemed necessary by all Participating Agencies. All changes require written authorization by all Participating Agencies.

Payment in full or a deposit will be required for each Passport Flat Rate Agreement. The deposit amount shall be determined by the Lead Agency. The Lead Agency must deposit enough funds in the regional bank account for revenue distribution to occur as required by the ORCA Business Rules, regardless of whether or not sufficient funds were received from the Business Account.

Assumptions used in transit pricing methodology effective with implementation of ORCA Passport products, and until modified:

Passport Area Flat Rate Prices (as reflected in Attachment D-1) will be determined for each area using best available data to establish pricing using the following methodology:

1. Calculate the number of annual transit trips by area using ORCA system data for eligible companies located within that area.
2. Apportion these trips by Participating Agency using the share of total transit trips for each transit agency from the ORCA system.
3. Multiply the number of transit trips for each Participating Agency by the weighted average trip price for each transit agency to get the agency transit cost. Each transit agency shall provide its weighted average trip price.
4. Each agency will determine if a growth rate shall be applied to their transit mode share. Multiply any growth rate by the agency transit cost.
5. Sum all agency transit costs to get total transit cost.

Estimating prices for those new to ORCA and the Custom Passport Program:

Businesses (Non-Academic Institutions)

1. Use the number of weekly trips per agency and the number of surveys returned from the CTR survey to calculate number of transit trips per employee for each agency.
2. Multiply this by total number of employees to get total number of weekly trips.
3. Annualize the transit trips.
4. Each agency will determine if a growth rate shall be applied to their transit mode share. Multiply any growth rate by the number of annualized transit trips.
5. Multiply the number of transit trips for each agency by the weighted average trip price for each transit agency to get the agency transit cost. Each transit agency shall provide its weighted average trip price.
6. Sum all agency transit costs to get total transit cost.

University and college student populations

When ORCA system data (via a Choice Account) is not available, then:

1. Multiply the total eligible student population times the percent of students coming from zip codes within agency service area (i.e. Edmonds Community College students who have a King County home zip code) to calculate agency specific eligible population.
2. Multiply agency specific eligible population times annual transit only Passport Flat Rate – Area trip rate to calculate transit cost.
3. Sum all agency transit costs to get total transit cost.

K-12 Public and Private School Districts

1. Use best available ridership data, such as ORCA system data. Then multiply total annual trips by Youth rate for each agency to calculate student costs.
2. When ORCA data is not available, use Passport Flat Rate- Area transit only pricing for eligible population.

Multi-family residential populations

When ORCA system data (via a Choice Account) is not available, then:

1. To calculate the total transit cost: Multiply the total number of units times the US Census Journey to Work public transportation mode split times the annual cost of a monthly PugetPass.
 - a. Sample: 100 units x 20% transit mode split x \$1,296 (based on \$3.00 monthly PugetPass) = \$25,920.00.
 - b. Note: The Lead Agency determines the monthly PugetPass price as appropriate.
2. To calculate the transit cost for each agency: Multiply the total transit cost times the transit revenue distribution rate for each agency using the current Area Passport transit cost table.
 - a. Sample for one each agency: \$25,920 total transit cost x 5% transit revenue distribution rate = \$1,296.00
 - b. Note: the final transit cost for each agency will be adjusted for revenue apportionment purposes (divisible by \$0.12).

Estimating cost for renewing Custom Passport Contracts (all Business Accounts including universities, colleges, K-12 schools, and multi-family residential programs), and transitioning from ORCA Choice to Passport:

1. Run an ORCA system data report. If 12 months of data are available, skip to step 4.
2. If less than 12 months of data are available, divide the total transit trips, for each agency, by the number of weeks the data was collected. This will calculate transit trips per week.
3. Multiply the transit trips per week by 52 (number of weeks per year) to calculate annualized transit trips. For public schools, use the number of weeks school is in session, i.e. September – June.

4. Each agency will determine if a growth rate shall be applied to their transit mode share. Multiply any growth rate by the number of annualized transit trips.
5. Multiply the number of transit trips for each agency by the weighted average trip price for each transit agency to get the agency transit cost. Each transit agency shall provide its weighted average trip price.
6. Sum all agency transit costs to get total transit cost.

Passport per Trip: This pricing methodology is available to Custom Passport customers.

Uses ridership data, which is built into the ORCA system. This pricing methodology uses ridership data from the ORCA system to calculate costs. When using ORCA Passport per Trip, the ORCA system calculates the apportioned value for each boarding based on the E-purse equivalent value. The E-purse equivalent accounts for transfers as shown below.

- Single leg trips are apportioned to the transit agency where the boarding took place at CEFFV (Cash Equivalent Full Fare Value).
- Multi-leg trips are apportioned as follows: $\text{Apportioned Value} = \text{Highest CEFFV among the linked boardings} \times \text{Weight of Linked Trip} = \text{Agency Trip Rate} / \text{Sum of Trip Rates}$
- If an adjustment is to be applied, the result is multiplied by that percentage.
- The values are then summed up by Participating Agency and the Participating Agencies receive revenue through settlement processing.

Participating Agency Review Process:

The Lead Agency will post draft contract on SharePoint or CRM, and notify participating agencies. Participating agencies have 10 business days to review draft price. If no comments are received within review period contract price is approved.

**ATTACHMENT E
DESIGNATED TRANSIT AGENCY CONTACTS**

	Community Transit	Everett Transit
Contact Name	Matthew Trecha	Brandon Hilby
Title	Field Marketing & Business Development Specialist	Financial Analyst
Address	7100 Hardeson Rd Everett, WA 98203-5834	3201 Smith Ave, Suite 215 Everett, WA 98201-4594
Phone	425-521-5417; 425-308-6243 Cell	425-257-8985
Email	matthew.trecha@commtrans.org	BHilby@everettwa.gov
	King County Metro	Kitsap Transit
Contact Name	Ina Percival	Alisa Buckingham
Title	Transit Supervisor	Accounting Specialist / Business Account Representative
Address	201 S Jackson St. Seattle, WA 98104-3854	60 Washington Ave Suite 200 Bremerton, WA 98337-1888
Phone	206-477-0313	360-478-6234
Email	ipercival@kingcounty.gov	alisab@kitsaptransit.com
	Pierce Transit	Sound Transit
Contact Name	Brenda Davis	Chad Davis
Title	Community Development Asst. Manager	Fare Revenue Manager
Address	3701 96th ST SW Lakewood, WA 98499	401 S Jackson St Seattle, WA 98104-2826
Phone	253-581-8093	206-370-5566
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	Washington State Ferries	This space intentionally left blank.
Contact Name	Jared Fernley	
Title	Sr. Manager, Customer Programs	
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