



## Jefferson Transit Authority Board

### REGULAR BOARD MEETING AGENDA

**Tuesday, February 17, 2026 | 5:00 p.m.**

**In-Person:** Jefferson Transit Board Room, 63 Four Corners Rd., Port Townsend, WA

**Attend via Zoom:** <https://us06web.zoom.us/j/87641174508>

To provide public comment: click *Raise Hand* in the webinar controls.

**Audio Only:** Dial: (Toll Free) 877 853 5257 Webinar ID: 876 4117 4508

To provide public comment: press \*9 to raise hand, press \*6 unmute/mute audio.

#### I. Call to Order/Roll Call

#### II. Public Comment

#### III. Reorganization of the Board

#### IV. New Agenda Items

#### V. Finance Reports – December 2025

#### VI. Consent Agenda (Action)

- a. Approval of December 16, 2025 Meeting Minutes
- b. Approval of November 2025 – February 2026 Expenses
- c. Resolution 26-01: Update PRTPO Check Signer Authorities
- d. Resolution 26-02: Update JTA Check Signer Authorities
- e. Resolution 26-03: Formula Fund Grant Agreements
- f. Out of State Travel Approval

#### VII. New Business

- a. Third Bay Fire Suppression System Updates (Discussion)
- b. Resolution 26-07: Bassetti Architects Phase 2 Contract - Haines Place (Action)
- c. Resolution 26-04: Proposed TAG Bylaws Amendments (Action)
- d. Resolution 26-05: Agency Rebrand Contract Authorization (Action)
- e. Resolution 26-06: Facility Use Agreement Approval (Action)
- f. Sunday Service Updates (Discussion)
- g. Vanpool Updates (Discussion)
- h. Accounting and Finance Staffing (Discussion)

#### VIII. Staff Reports

#### IX. Public Comment

#### X. Adjourn

Public Comment

Received via email on Jan 5, 2026

Hello

I would like these comments to be discussed by staff and at the next Transit board meeting.

As some of you may know I have been a Jefferson Transit supporter since its inception. Now ninety years old, it has been my main source of transportation. I say has been because the last route changes have made it impossible to get to and from where I want to go without great inconvenience.

I have only ridden the MY transit three times since those changes were made.

No One I have spoken to who rides Jefferson Transit buses in Port Townsend likes the changes; they adamantly dislike the changes.

Management must return to providing routes that are convenient to locals.

Margaret Lee  
Port Townsend, WA



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**Fw: Proposal for Service Change**

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**From** CustomerService <custserv@jeffersontransit.com>  
**Date** Fri 1/23/2026 2:02 PM  
**To** Amanda Watkins <awatkins@jeffersontransit.com>

This is for you.

**Lisa Bradley | Customer Service / Office Assistant**

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**From:** Adele L Poenisch <[REDACTED]>  
**Sent:** Friday, January 23, 2026 11:23 AM  
**To:** CustomerService <custserv@jeffersontransit.com>  
**Subject:** Proposal for Service Change

You don't often get email from [REDACTED] [Learn why this is important](#)

Hello,

I would like a proposal to create Jefferson County Transit bus stops in the Cape George HOA area added to your February 17 Board Meeting agenda.

Thank you,  
Adele Poenisch  
[REDACTED]  
Port Townsend, WA  
[REDACTED]



February 7, 2026

**TO:** Board of Trustees, Jefferson Transit Authority

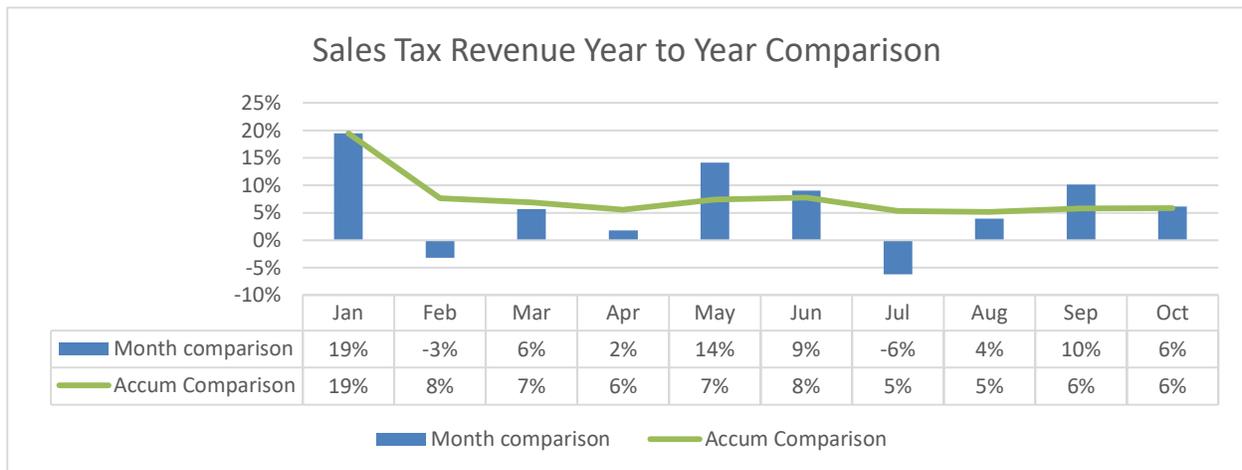
**FROM:** Nicole Gauthier, General Manager

**RE:** December 2025 Financial Report

**Financial Report**

The budget tracking percentage for December 2025 is 100%. We use that tracking figure as a guideline for monitoring expenses.

**Sales Tax Analysis Reports (September 2025- remitted in November 2025).**



**Revenue Report – (Jefferson Transit revenue is divided into Operating Revenue and Non-Operating Revenue).**

- JTA does not collect fares on current services.
- The sales tax revenue reported on the REVENUE report is on an accrual basis, meaning it is the sales tax revenue budgeted for October 2025 (remitted in December 2025) and any difference between what was remitted in the current month and what was initially accrued.
- The grant funding amounts for the quarter are based on our expected Consolidated Operating Grants.

**Non-Operating Revenues**

Non-Transportation Revenue: 105.5% Over budget.

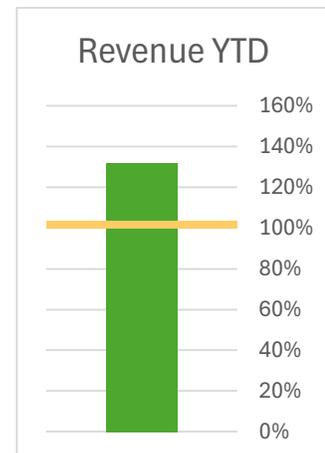
Taxes Levied by Transit: 83.0% Over budget.

Local Grants & Contributions: 113.3% Over budget.

State Grants & Contributions: 33.3% UNDER budget.

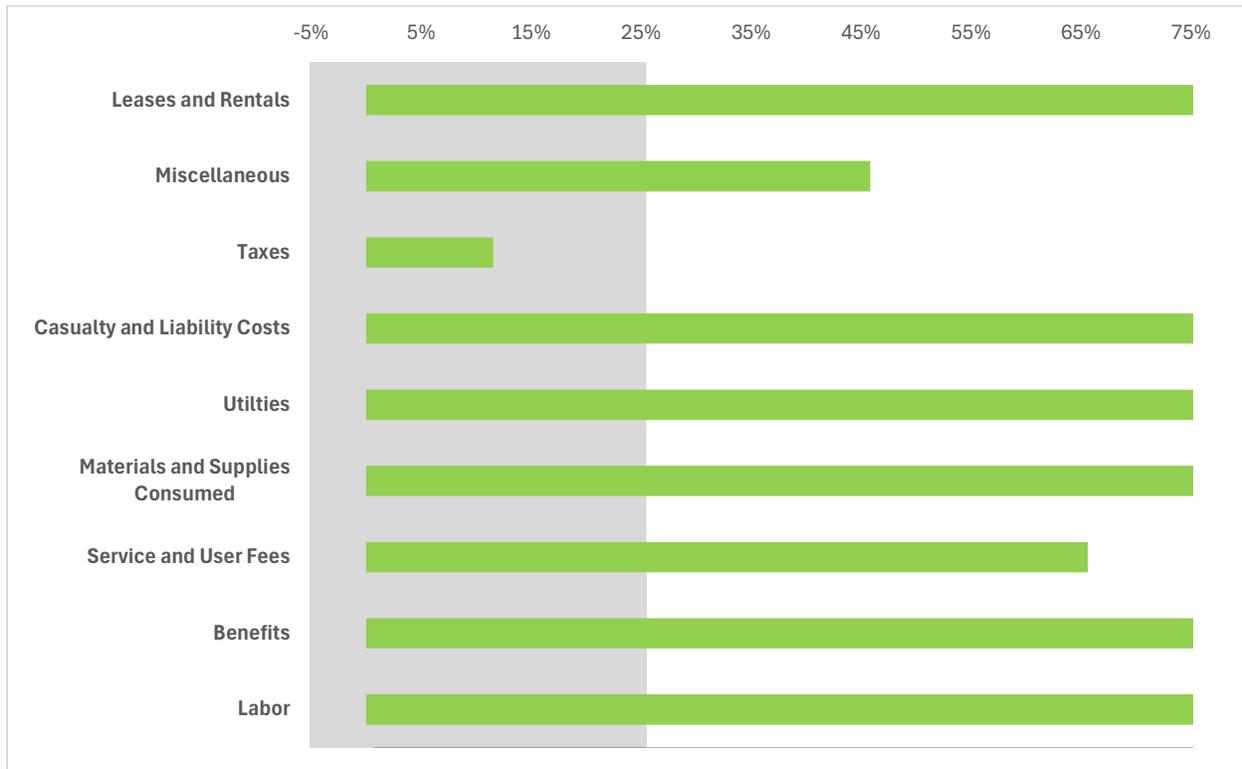
Federal Grants & Contributions: 85.3% Over budget.

**Total Non-Operating Revenues: 84.1% Over budget.**





## Operating Expenses



### Misc Expense Breakdown

- Dues & Subscriptions -2.6% Over budget.
- Travel & Meetings- 62.7% UNDER budget.
- Fines & Penalties- 52.5% UNDER budget.
- Safety Program (Rodeo & Safety Rewards)- 79.3% UNDER budget.
- Training (Classes, Seminars & Materials)- 65.2% UNDER budget.
- EE CDL and EE Physical Expense- 58.2% UNDER budget.
- Other Miscellaneous- 46.5% UNDER budget.

. OPERATING EXPENSES	Expense Report - Cumulatively, JTA expenses for December 2026 are 18.8% UNDER budget.
Labor	Labor: 15.7% UNDER budget.
Benefits	Benefits: 18.2% UNDER budget.
Service and User Fees	Service and User Fees: 34.4% UNDER budget.
Materials and Supplies Consumed	Materials and Supplies Consumed: 23.6% UNDER budget.
Utilities	Utilities: 7.4% UNDER budget.
Casualty and Liability Costs	Casualty and Liability Costs: 5.1% UNDER budget.
Taxes	Taxes: 88.4% UNDER budget.
Miscellaneous	Miscellaneous: 54.1% UNDER budget.
Leases and Rentals	Leases and Rentals: 12.1% UNDER budget.

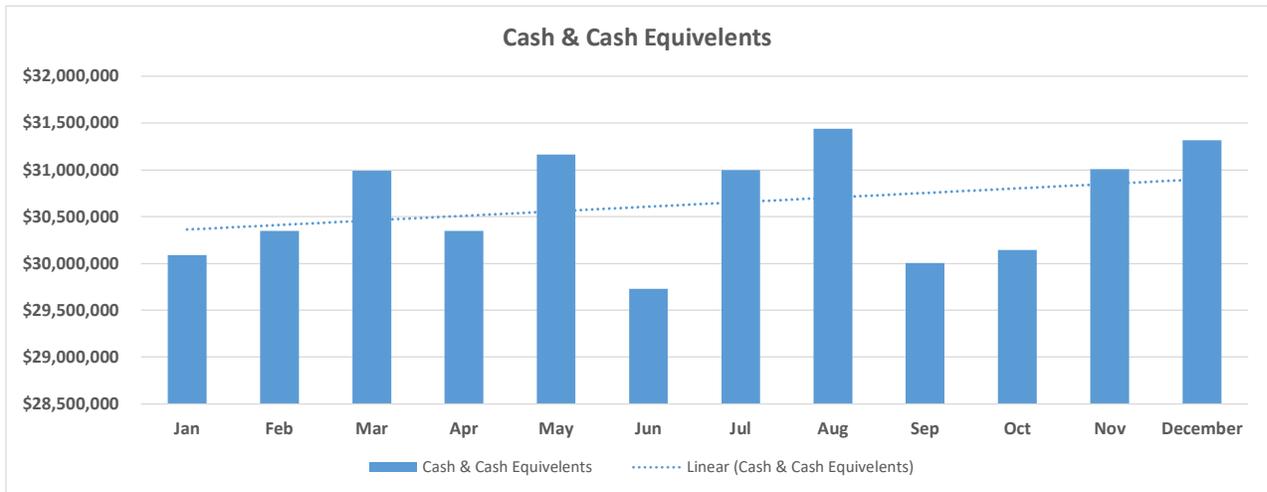


**Capital Activity:**

- 3<sup>rd</sup> Maintenance Bay Construction
- Facilities Maintenance Building Project
- Purchased Model 1 Ford E-Transit



## December 2025 Financial Summary



Budget Tracking Figure: 100.0%

Operational Expenses:	\$459,932
Operational Revenues:	\$0
Non-Operational Income:	\$976,409
Capital Expenses:	\$265,181
Capital Income:	\$0
Sales Tax Received 12/31/2025 For October 2025	\$725,342
Sales Tax Received 12/31/2024 For October 2024	\$683,563

\*\*Sales tax for month from prior year 6%\*\*

\*\*Cumulative Sales tax from prior year 6%\*\*

Cash on Hand as of December 31,2025\*:

Operating:	\$7,246,067
Operating Reserve (100% Funded):	\$8,286,189
(2024 Minimum Funding Required \$1,773,343)	
Capital Committed (2025 Capital Projects):	\$3,833,754
Dedicated (Committed) Grant Match (153% Funded):	\$10,334,114
(TDP Grant Funding Match \$6,705,441; Total Projects \$17,645,000)	
Capital Vehicle Reserve:	\$1,125,000
IT Reserve	\$175,000
Unemployment Reserve:	\$21,542
EFT Fund:	\$294,844
Recovery Fund:	\$1,500
Travel Fund:	\$160
<b>Total</b>	<b>\$31,318,171</b>

Month-end financial figures are subject to potential updates in accordance with GAAP accrual accounting principles.

\*"Cash on Hand" differs from the "Statement of Cash Flows" report in that Cash on Hand is a summary of the cash balances in all Jefferson Transit Bank/Cash accounts. The Statement of Cash Flows is an accrual report that includes accounts payable and accounts receivable as well as cash/accrual payments in the accounting system.

\*\*Includes funding amounts for Capital and Operating Reserves that will be funded as budgeted.

\*updated figures-Capital Projects totals including match figures.

**JEFFERSON TRANSIT AUTHORITY**  
**Statement of Cash Flows-Accrual Basis**  
**For the Twelve Months Ending Wednesday, December 31, 2025**

<b>STATEMENT OF CASH FLOWS</b>	December	Year to Date
Cash Balances - Beginning of Period	\$30,908,759.11	\$29,770,527.46
Operating Cash Provided/(Used) by:		
Operating Activities	(\$501,441.26)	(\$5,520,402.03)
Non-Capital Financing Activities	\$725,398.76	\$10,313,655.96
Investing Activities	\$76,302.82	\$971,909.03
Total Operating Cash Provided/(Used)	300,260.32	5,765,162.96
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	\$75,200.47	(\$4,257,027.36)
Net Increase/(Decrease) Cash and Equivalent	\$375,460.79	\$1,508,135.60
Prior Year Adjustments		
<b>CASH BALANCES - END OF PERIOD</b>	<b>\$31,284,219.90</b>	<b>\$31,278,663.06</b>

**Jefferson Transit Authority**  
**Statement of Income (Loss) - Accrual Basis**  
**For the Twelve Months Ending Wednesday, December 31, 2025**

STATEMENT OF INCOME/(LOSS)	December	YTD	Budget	% of Actual vs. Budget
<b>Operating Revenues</b>				<b>100.00%</b>
<b>Operating Expenses</b>				
Labor	172,271.67	3,237,162.91	3,843,934.27	84.21%
Benefits	161,783.86	2,111,278.26	2,581,822.17	81.77%
Services and User Fees	26,517.10	337,614.86	514,716.66	65.59%
Materials & Supplies	65,668.49	625,356.37	818,781.71	76.38%
Utilities	11,186.87	95,427.07	103,077.04	92.58%
Casualty/Liability Costs	17,941.75	215,301.00	226,944.00	94.87%
Taxes		432.47	3,750.00	11.53%
Miscellaneous Expenses	1,962.52	72,983.84	159,260.72	45.83%
Leases and Rentals	2,599.62	29,802.16	33,902.79	87.90%
<b>Total Operating Expenses</b>	<b>459,931.88</b>	<b>6,725,358.94</b>	<b>8,286,189.36</b>	<b>81.16%</b>
<b>Operating Income (Loss)</b>	<b>(459,931.88)</b>	<b>(6,725,358.94)</b>	<b>(8,286,189.36)</b>	<b>81.16%</b>
<b>Non-Operating Revenues</b>				
Non-Transportation Revenue	76,359.22	968,881.26	698,044.76	138.80%
Taxes Levied by Transit	732,990.21	9,778,043.18	8,408,541.65	116.29%
Local Grants & Contributions	1,250.00	22,000.00	15,000.04	146.67%
State Grants & Contributions			65,670.00	0
Federal Grants & Contributions	165,809.71	2,385,288.13	2,010,201.80	118.66%
<b>Total Non-Operating Revenues</b>	<b>976,409.14</b>	<b>13,154,212.57</b>	<b>11,197,458.25</b>	<b>117.47%</b>
<b>Net Income (Loss) Before Transfers In/(Out)</b>	<b>516,477.26</b>	<b>6,428,853.63</b>	<b>2,911,268.89</b>	<b>220.83%</b>
<b>Net Income/(Loss)</b>	<b>\$516,477.26</b>	<b>\$6,428,853.63</b>	<b>\$2,911,268.89</b>	<b>220.83%</b>

**JEFFERSON TRANSIT AUTHORITY**  
**Revenue Statement - Accrual Basis**  
**For the Twelve Months Ending Wednesday, December 31, 2025**

	December	YTD	Budget	% of Actual vs. Budget
<b>OPERATING REVENUES</b>				
<b>Passenger Fares for Transit Services</b>				
Fixed Route Fares - East				100.00%
<b>Total Operating Revenues</b>				<b>100.00%</b>
<b>NONOPERATING REVENUES</b>				
<b>Nontransportation</b>				
Investment (Interest) Income	76,302.82	971,909.03	691,844.76	140.48%
Gain (Loss) on Disposition of Capital Items		(5,613.72)	5,000.00	(112.27%)
Public Donations	56.40	85.95		100.00%
Other Nontransportation Revenues		2,500.00	1,200.00	208.33%
<b>Taxes Levied Directly by Transit System - Sales &amp; Use Tax</b>	<b>732,990.21</b>	<b>9,778,043.18</b>	<b>8,408,541.65</b>	<b>116.29%</b>
<b>Local Grants and Contributions</b>				
JTOC	1250	15,000.00	15,000.04	100.00%
WSTIP		7,000.00		100.00%
<b>State Grants and Contributions</b>				
Rural Mobility Transit Formula			65,670.00	0.00%
<b>Federal Grants and Contributions (OPERATING)</b>				
FTA 5311	165809.71	2,385,288.13	2,010,201.80	118.66%
<b>Capital Contributions - Local/State/Federal</b>				
Local				100.00%
State		1,136,599.50		100.00%
FTA 5311, Equipment Assistance (Federal)		476,903.00		100.00%
<b>Total Nonoperating Revenues</b>	<b>976,409.14</b>	<b>14,767,715.07</b>	<b>11,197,458.25</b>	<b>131.88%</b>
<b>TOTAL REVENUES</b>	<b>\$976,409.14</b>	<b>\$14,767,715.07</b>	<b>\$11,197,458.25</b>	<b>131.88%</b>

**Jefferson Transit Authority**  
**Operating Expenses**  
**For the Twelve Months Ending Wednesday, December 31, 2025**

	December	YTD	Budget	% of Actual vs. Budget
<b>OPERATING EXPENSES</b>				
<b>Labor</b>				
Operators Salaries & Wages - Fixed Route	\$55,729.54	\$1,124,223.69	\$1,366,084.51	82.30%
Operators Overtime - Fixed Route	13,224.98	165,347.91	183,904.22	89.91%
Operators Salaries & Wages - Dial-a-Ride (DAR)	13,086.65	215,505.76	261,640.99	82.37%
Operators Overtime - Dial-a-Ride (DAR)	2,676.01	46,270.29	24,430.25	189.40%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	40,100.00	810,461.25	1,004,180.62	80.71%
Other Overtime (Mntce, Dispatch, Cust Serv)	3,178.57	52,875.66	35,910.32	147.24%
Administration Salaries	44,275.92	822,478.35	967,783.36	84.99%
<b>Total Labor</b>	<b>172,271.67</b>	<b>3,237,162.91</b>	<b>3,843,934.27</b>	<b>84.21%</b>
<b>Benefits</b>				
FICA	13,976.35	274,432.55	330,550.84	83.02%
Pension Plans (PERS)	16,645.12	282,502.78	393,636.38	71.77%
Medical Plans	72,186.55	863,185.24	982,200.00	87.88%
Unemployment Insurance (UI)			10,000.00	0.00%
Workers' Compensation Insurance - Labor & Industries (L&I)	5,555.43	113,633.64	137,661.40	82.55%
Holiday	4,842.86	124,699.94	187,996.43	66.33%
General Leave	44,346.65	387,542.70	439,127.15	88.25%
Other Paid Absence (Court Duty & Bereavement)	129.67	9,240.43	15,750.00	58.67%
Uniforms, Work Clothing & Tools Allowance	928.03	12,107.01	30,707.58	39.43%
Other Benefits (HRA, EAP & Wellness)	2,389.99	34,017.96	42,870.87	79.35%
Paid FML	783.21	9,916.01	11,321.52	87.59%
<b>Total Benefits</b>	<b>161,783.86</b>	<b>2,111,278.26</b>	<b>2,581,822.17</b>	<b>81.77%</b>
<b>Service and User Fees</b>				
Vanpool Services and Fees			3,500.04	0.00%
Advertising Fees	2,010.87	17,005.15	37,500.04	45.35%
Professional & Technical Services	10,669.68	103,583.05	161,549.96	64.12%
Contract Maintenance Services (IT Services)	8,645.81	102,191.66	90,817.00	112.52%
Security Services		962.87	5,600.00	17.19%
Vehicle Technical Services	(101.01)	36,975.59	68,000.12	54.38%
Property Maintenance Services	133.94	9,015.98	34,844.96	25.87%
Software Maintenance Fees	3,586.91	55,388.65	94,609.42	58.54%
Postage & Mail Meter Fees	210.48	2,956.87	3,895.08	75.91%
Drug & Alcohol Services	1,360.42	8,270.04	8,500.04	97.29%
Other Services & User Fees		1,265.00	5,900.00	21.44%
<b>Total Service and User Fees</b>	<b>26,517.10</b>	<b>337,614.86</b>	<b>514,716.66</b>	<b>65.59%</b>
<b>Materials and Supplies Consumed</b>				
Fuel	36,708.99	371,795.05	458,000.00	81.18%
EV Electricity	1,603.91	15,940.68	12,000.00	132.84%
Tires	7,773.68	34,790.41	37,000.00	94.03%
Lubrication	5,325.58	10,550.27	14,000.00	75.36%
Tools	350.59	1,861.16	10,491.67	17.74%
Vehicle Maintenance & Repair Parts	7,393.27	106,257.44	157,000.00	67.68%
Non-Vehicle Maintenance & Repair Parts	186.34	7,961.35	12,739.92	62.49%
Vehicle Accessories	43.63	1,330.22	1,350.00	98.53%
Park & Ride Materials		3,826.77	6,750.00	56.69%
Shop Supplies (Maintenance & Cleaning)	944.07	11,542.32	22,000.00	52.47%
Safety & Emergency Supplies	278.95	6,903.02	16,300.04	42.35%
Office Supplies	3,300.64	21,132.95	27,800.00	76.02%
Computer Programs & Supplies		8,234.23	16,400.04	50.21%
Printing (Photocopier, Schedules & Brochures)	1,542.02	21,792.87	24,450.04	89.13%
Other Materials & Supplies	216.82	1,437.63	2,500.00	57.51%
<b>Total Materials and Supplies Consumed</b>	<b>65,668.49</b>	<b>625,356.37</b>	<b>818,781.71</b>	<b>76.38%</b>

	December	YTD	Budget	% of Actual vs. Budget
<b>Utilities</b>				
Water, Sewer & Solid Garbage	2,008.97	23,967.00	29,300.00	81.80%
Utilities (Electrical & Propane)	3,835.16	34,037.09	28,150.00	120.91%
Telephone & Internet	5,342.74	37,422.98	45,627.04	82.02%
<b>Total Utilities</b>	<b>11,186.87</b>	<b>95,427.07</b>	<b>103,077.04</b>	<b>92.58%</b>
<b>Casualty and Liability Costs</b>				
Premiums for Public Liability & Property Damage Insurance	17,941.75	215,301.00	226,944.00	94.87%
<b>Total Casualty and Liability Costs</b>	<b>17,941.75</b>	<b>215,301.00</b>	<b>226,944.00</b>	<b>94.87%</b>
<b>Taxes</b>				
Vehicle Licensing & Registration Fees		201.65	750.00	26.89%
Other Licensing Fees & Taxes		230.82	3,000.00	7.69%
<b>Total Taxes</b>		<b>432.47</b>	<b>3,750.00</b>	<b>11.53%</b>
<b>Miscellaneous</b>				
Dues & Subscriptions	1,311.07	26,618.66	25,943.80	102.60%
Travel & Meetings		18,494.55	49,646.96	37.25%
Fines & Penalties	6.45	47.50	100.00	47.50%
Safety Program (Rodeo & Safety Rewards)		2,745.75	13,300.00	20.64%
Training (Classes, Seminars & Materials)	465.00	21,221.86	61,119.96	34.72%
EE CDL and EE Physical Expense	180.00	3,695.00	8,850.00	41.75%
Other Miscellaneous		160.52	300.00	53.51%
<b>Total Miscellaneous</b>	<b>1,962.52</b>	<b>72,983.84</b>	<b>159,260.72</b>	<b>45.83%</b>
<b>Debt Related Expenses</b>				
Interest Expense				
<b>Total Debt Related Expenses</b>				<b>100.00%</b>
<b>Leases and Rentals</b>				
Transit Way & Passenger Stations	647.92	8,350.56	8,000.00	104.38%
Service Vehicles & Equipment			2,499.96	0.00%
Other General Administration Facilities	1,951.70	21,451.60	23,402.83	91.66%
<b>Total Leases and Rentals</b>	<b>2,599.62</b>	<b>29,802.16</b>	<b>33,902.79</b>	<b>87.90%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$459,931.88</b>	<b>\$6,725,358.94</b>	<b>\$8,286,189.36</b>	<b>81.16%</b>

**MISC Transaction Detail**

Originating Document Number	Reference	Series	TRX Date	TRX Source	Account Number	Account Description	Debit Amount	Credit Amount
INVC06384622	svc period 12/07/25-01/06/26	Purchasing	12/7/2025	GLTRX00019134	100-50901-41	Dues & Subscriptions \ OPR \ VMNT	174.72000	0.00000
CDL RENEW DEC 25	Payables Trx Entry	Purchasing	12/23/2025	GLTRX00019144	100-50907-10	EE CDL and EE Physical Expense \ OPR \ OPS	180.00000	0.00000
2221489208	Payables Trx Entry	Purchasing	12/1/2025	GLTRX00019146	100-50906-10	Training (Class, Seminar & Material) \ OPR \ OPS	90.00000	0.00000
2221851717	Payables Trx Entry	Purchasing	12/4/2025	GLTRX00019146	100-50906-10	Training (Class, Seminar & Material) \ OPR \ OPS	150.00000	0.00000
2221851221	Payables Trx Entry	Purchasing	12/4/2025	GLTRX00019146	100-50906-10	Training (Class, Seminar & Material) \ OPR \ OPS	225.00000	0.00000
12/25 FIN. CHRG	Payables Trx Entry	Purchasing	12/26/2025	GLTRX00019148	100-50903-16	Fines & Penalties \ OPR \ ADMIN	6.45000	0.00000

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis  
Projection Year

2025

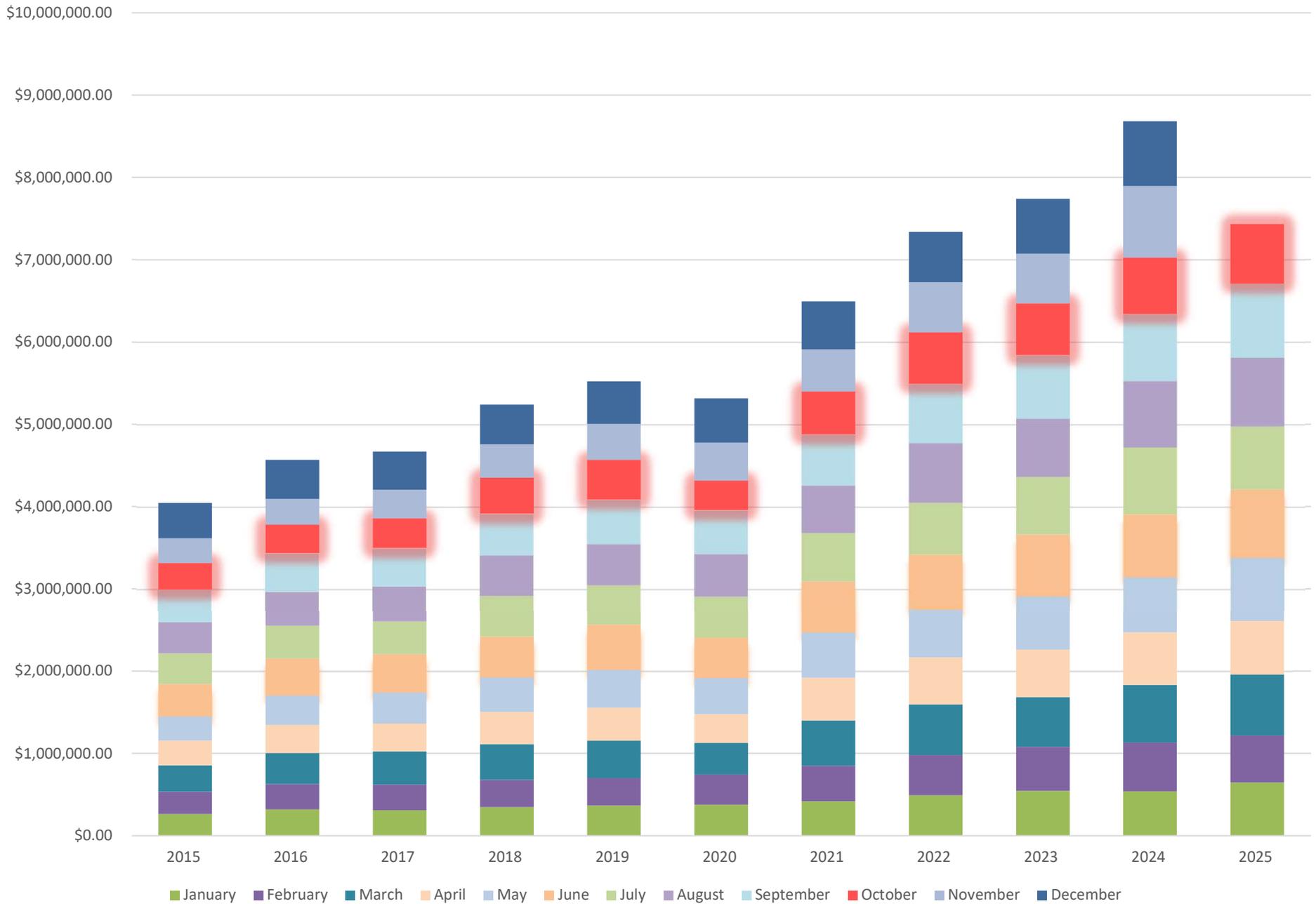
Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2025 Tax	2024 Tax	2023 Tax	2022 Tax	2021 Tax	2020 Tax	2025 Budget	2025 Monthly Act to Bud Variance	2025 Cumulative Cash Actual Sales Tax Received	2025 Cumulative Cash Budgeted Sales Tax	2025 Cumulative Actual to Budget Variance
January	0.90%	\$869,976.14	\$601,404.76	\$607,849.61	\$511,479.60	\$461,973.71	\$435,461.40	\$619,446.90	40.44%	\$869,976.14	619,446.90	40.44%
February	0.90%	\$788,243.88	\$670,035.00	\$611,798.02	\$582,588.27	\$539,837.20	\$518,325.41	\$690,136.05	14.22%	\$1,658,220.02	1,309,582.95	26.62%
March	0.90%	\$644,946.30	\$539,860.72	\$546,077.28	\$491,336.13	\$416,450.82	\$376,023.97	\$556,056.54	15.99%	\$2,303,166.32	1,865,639.49	23.45%
April	0.90%	\$573,303.64	\$592,213.73	\$532,826.17	\$488,555.18	\$433,206.30	\$366,014.66	\$609,980.14	(6.01%)	\$2,876,469.96	2,475,619.64	16.19%
May	0.90%	\$740,493.52	\$700,597.43	\$605,158.71	\$615,582.37	\$551,733.90	\$386,720.72	\$721,615.35	2.62%	\$3,616,963.48	3,197,234.99	13.13%
June	0.90%	\$650,306.00	\$638,746.55	\$577,993.29	\$570,493.35	\$516,898.46	\$348,715.22	\$657,908.95	(1.16%)	\$4,267,269.48	3,855,143.94	10.69%
July	0.90%	\$774,695.33	\$678,720.86	\$654,893.22	\$593,203.92	\$551,339.04	\$440,021.68	\$699,082.49	10.82%	\$5,041,964.81	4,554,226.42	10.71%
August	0.90%	\$830,608.99	\$761,656.95	\$750,225.71	\$665,917.84	\$629,886.56	\$487,387.91	\$784,506.66	5.88%	\$5,872,573.80	5,338,733.08	10.00%
September	0.90%	\$763,933.96	\$814,466.33	\$699,731.13	\$630,286.94	\$584,038.04	\$508,467.71	\$838,900.32	(8.94%)	\$6,636,507.76	6,177,633.40	7.43%
October	0.90%	\$834,712.44	\$803,093.61	\$705,579.86	\$725,770.97	\$579,887.82	\$518,705.02	\$792,154.51	5.37%	\$7,471,220.20	6,969,787.91	7.19%
November	0.90%	\$894,885.79	\$812,422.94	\$768,967.68	\$715,558.18	\$614,903.47	\$525,977.44	\$863,320.01	3.66%	\$8,366,105.99	7,833,107.92	6.80%
December	0.90%	\$725,342.36	\$683,562.59	\$627,880.61	\$627,196.47	\$520,630.75	\$355,835.47	\$704,921.56	2.90%	\$9,091,448.35	8,538,029.48	6.48%
Total		\$9,091,448.35	\$8,296,781.47	\$7,688,981.29	\$7,217,969.22	\$6,400,786.07	\$5,267,656.61	\$8,538,029.48	6.09%			
Monthly Average		\$757,620.70	\$691,398.46	\$640,748.44	\$601,497.44	\$533,398.84	\$438,971.38	\$711,502.46				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2025 Tax	2024 Tax	2023 Tax	2022 Tax	2021 Tax	2020 Tax	2025 Budget	2025 Actual to Budgeted Variance	2025 Cumulative Actual Sales Tax Received	2025 Cumulative Accrual Budgeted Sales Tax	2025 Cumulative Actual to Budget Variance
January	0.90%	\$644,946.30	\$539,860.72	\$546,077.28	\$491,336.13	\$416,450.82	\$376,023.97	\$792,036.71	(18.57%)	\$644,946.30	792,036.71	(18.57%)
February	0.90%	\$573,303.64	\$592,213.73	\$532,826.17	\$488,555.18	\$433,206.30	\$366,014.66	\$646,717.03	(11.35%)	\$1,218,249.94	1,438,753.74	(15.33%)
March	0.90%	\$740,493.52	\$700,597.43	\$605,158.71	\$615,582.37	\$551,733.90	\$386,720.72	\$619,446.90	19.54%	\$1,958,743.46	2,058,200.64	(4.83%)
April	0.90%	\$650,306.00	\$638,746.55	\$577,993.29	\$570,493.35	\$516,898.46	\$348,715.22	\$690,136.05	(5.77%)	\$2,609,049.46	2,748,336.69	(5.07%)
May	0.90%	\$774,695.33	\$678,720.86	\$654,893.22	\$593,203.92	\$551,339.04	\$440,021.68	\$556,056.54	39.32%	\$3,383,744.79	3,304,393.23	2.40%
June	0.90%	\$830,608.99	\$761,656.95	\$750,225.71	\$665,917.84	\$629,886.56	\$487,387.91	\$609,980.14	36.17%	\$4,214,353.78	3,914,373.38	7.66%
July	0.90%	\$763,933.96	\$814,466.33	\$699,731.13	\$630,286.94	\$584,038.04	\$508,467.71	\$721,615.35	5.86%	\$4,978,287.74	4,635,988.73	7.38%
August	0.90%	\$834,712.44	\$803,093.61	\$705,579.86	\$725,770.97	\$579,887.82	\$518,705.02	\$657,908.95	26.87%	\$5,813,000.18	5,293,897.67	9.81%
September	0.90%	\$894,885.79	\$812,422.94	\$768,967.68	\$715,558.18	\$614,903.47	\$525,977.44	\$699,082.49	28.01%	\$6,707,885.97	5,992,980.16	11.93%
October	0.90%	\$725,342.36	\$683,562.59	\$627,880.61	\$627,196.47	\$520,630.75	\$355,835.47	\$784,506.66	(7.54%)	\$7,433,228.33	6,777,486.82	9.68%
November	0.90%	\$0.00	\$869,976.14	\$601,404.76	\$607,849.61	\$511,479.60	\$461,973.71	\$838,900.32	0.00%	\$0.00	7,616,387.14	
December	0.90%	\$0.00	\$0.00	\$670,035.00	\$611,798.02	\$582,588.27	\$539,837.20	\$792,154.51	0.00%	\$0.00	8,408,541.65	
Total		\$7,433,228.33	\$7,895,317.85	\$7,740,773.42	\$7,343,548.98	\$6,493,043.03	\$5,315,680.71	\$8,408,541.65	0.00%			
Monthly Average		\$743,322.83	\$717,756.17	\$645,064.45	\$611,962.42	\$541,086.92	\$442,973.39	\$700,711.80				

### Jefferson Transit Authority - 2015-2025 Cumulative Sales Tax (Accrual Based)



Jefferson Transit  
Treasury Pool Investments Account (Capital) and Checking Account  
Capital Projects Tracking Report  
December 2026

Current Capital Account Status

Balance per Bank @ 12/31/26	\$ 15,467,868.88	\$ -
Balance per Bank @ 11/30/26	\$ 15,575,548.05	
Transfers - In		
Reimbursement	\$ 110,419.16	
Investment Interest	\$ 47,082.29	
Transfers Out (Purchases)	\$ (265,180.62)	
Transfers Out /Bond Call		
Balance per GL @ 12/31/26	\$ 15,467,868.88	
<b>Balance in Capital Account</b>	<b>\$ 15,467,868.88</b>	

Project Facility	%	2025 Budget	Grant Funding	JTA Funding	JTA Budget remaining	YTD expenses	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Grant Funding Reimbursement	Grant ID
Eng/Des 63 4 Addl Maintenance Bay-design	99%	\$ 69,030.00		\$ 69,030.00	\$ 552.69	\$ 68,477.31	\$ 2,656.00	\$ 14,445.25	\$ 11,460.94	\$ 11,012.48	\$ 722.75	\$ 5,176.25		\$ 19,798.14	\$ 3,205.50					
Eng/Des 63 4 Addl Maintenance Bay-construction	99%	\$ 1,888,017.29		\$ 1,888,017.29	\$ 14,138.13	\$ 1,873,879.16	\$ 11,983.75	\$ 21,252.50	\$ 348,996.12	\$ 134,250.05	\$ 285,328.64	\$ 221,294.44	\$ 178,674.95	\$ 283,929.82	\$ 186,974.07	\$ 55,404.49	\$ 31,412.78	\$ 114,377.55		
Engineering/Design - HP Transit Center Bus Loop Configure	14%	\$ 500,000.00		\$ 500,000.00	\$ 432,147.50	\$ 67,852.50			\$ 125.00		\$ 4,195.00	\$ 3,127.50		\$ 4,590.00		\$ 37,695.00	\$ 18,120.00			
HP Parking Lot Seal Coating/ Repainting	0%	\$ 109,000.00		\$ 109,000.00	\$ 109,000.00	\$ -														
<b>Total Facility</b>	<b>78%</b>	<b>\$ 2,566,047.29</b>	<b>\$ -</b>	<b>\$ 2,566,047.29</b>	<b>\$ 555,838.32</b>	<b>\$ 2,010,208.97</b>	<b>\$ 14,639.75</b>	<b>\$ 35,697.75</b>	<b>\$ 360,582.06</b>	<b>\$ 145,262.53</b>	<b>\$ 290,246.39</b>	<b>\$ 229,598.19</b>	<b>\$ 178,674.95</b>	<b>\$ 308,317.96</b>	<b>\$ 190,179.57</b>	<b>\$ 93,099.49</b>	<b>\$ 49,532.78</b>	<b>\$ 114,377.55</b>	<b>\$ -</b>	<b>-</b>
<b>Other Building and Structures</b>																				
Facilities Mtnc Building/Training Area	24%	\$ 739,488.00		\$ 739,488	\$ 561,553.00	\$ 177,935.00	\$ 5,142.50	\$ 5,327.50	\$ 14,165.00	\$ 15,027.50	\$ 74,877.50	\$ 9,741.50		\$ 9,157.50	\$ 4,157.00	\$ 16,330.00	\$ 8,665.00	\$ 15,344.00		
Security Cameras	40%	\$ 65,000.00		\$ 65,000.00	\$ 39,020.63	\$ 25,979.37				\$ 2,980.73					\$ 22,998.64					
New Shelter	37%	\$ 120,000.00		\$ 120,000.00	\$ 75,700.00	\$ 44,300.00		\$ 44,300.00												
Charging Infrastructure-Design	0%	\$ 45,119.00		\$ 45,119.00	\$ 45,074.00	\$ 45.00														
Charging Infrastructure-Construction	77%	\$ 850,689.41		\$ 850,689.41	\$ 197,086.42	\$ 653,602.99			\$ 476,500.00	\$ 105,066.67	\$ 58,500.00			\$ 13,536.32						
Major Component Replacement/Repair	0%	\$ 50,000.00		\$ 50,000.00	\$ 50,000.00	\$ -														
Tyler/Lawrence Bulb Out Project (With city of PT)	0%	\$ 100,000.00		\$ 100,000.00	\$ 100,000.00	\$ -	completed in 2024													
63 4 Corners Olympic Discovery Trail Project	0%	\$ 40,000.00		\$ 40,000.00	\$ -	\$ -														
Gateway Visitors Center Paving Project-Planning	89%	\$ 100,000.00	\$ 90,000	\$ 10,000.00	\$ -	\$ 89,095.00				\$ 39,465.00	\$ 24,950.00	\$ 24,680.00								Transit Coordi
<b>Total Other Building &amp; Structures</b>	<b>47%</b>	<b>\$ 2,110,296.41</b>	<b>\$ 90,000.00</b>	<b>\$ 2,020,296.41</b>	<b>\$ 1,068,434.05</b>	<b>\$ 990,957.36</b>	<b>\$ 8,168.23</b>	<b>\$ 49,627.50</b>	<b>\$ 14,165.00</b>	<b>\$ 530,992.50</b>	<b>\$ 204,894.17</b>	<b>\$ 92,921.50</b>	<b>\$ -</b>	<b>\$ 22,693.82</b>	<b>\$ 27,155.64</b>	<b>\$ 16,330.00</b>	<b>\$ 8,665.00</b>	<b>\$ 15,344.00</b>	<b>\$ -</b>	<b>-</b>
<b>Revenue Vehicles</b>																				
Major Component Replacement	0%	\$ 100,000.00		\$ 100,000.00	\$ 100,000.00	\$ -														
1 Full size Bus (Electric) / Green Transportation Grant	100%	\$ 1,224,931.00	\$ 1,000,000.00	\$ 224,931.00	\$ -	\$ 1,218,992.00						\$ 1,218,992.00								Green Transp
1 Full size Bus (Electric) / Green Transportation Grant	0%	\$ 1,224,931.00	\$ 1,000,000.00	\$ 224,931.00	\$ 224,931.00	\$ -														Green Transp
1 Full size Bus (Electric) / Jefferson County STBG Grant	100%	\$ 1,278,605.00	\$ 476,903	\$ 801,702.00	\$ -	\$ 1,278,536.00									\$ 1,278,536.00					STBG
1 Full size Bus (Electric) / Consolidated Capital	0%	\$ 1,000,000.00	\$ 800,000	\$ 200,000.00	\$ 200,000.00	\$ -														Consolidated
3 cutaways (JTCC) Consolidated Capital	0%	\$ 555,219.00	\$ 444,174	\$ 111,045.00	\$ 111,045.00	\$ -														Consolidated
1 DAR electric van - FORD E-Transit	85%	\$ 143,243.36		\$ 143,243.36	\$ 21,989.29	\$ 121,254.07												\$ 121,254.07		
Angel Trax	104%	\$ 94,316.60	\$ 81,220	\$ 13,096.60	\$ -	\$ 97,800.39						\$ 97,800.39								Rural Mobility
Racomm/WSDOT	0%	\$ 700,000.00		\$ 700,000.00	\$ 700,000.00	\$ -														
<b>Total Revenue Vehicles</b>	<b>43%</b>	<b>\$ 6,321,245.96</b>	<b>\$ 3,802,297.00</b>	<b>\$ 2,518,948.96</b>	<b>\$ 1,357,965.29</b>	<b>\$ 2,716,582.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,316,792.39</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,278,536.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 121,254.07</b>	<b>\$ -</b>	<b>-</b>
<b>Service Vehicles</b>																				
Total Service Vehicles	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Capital Project- System Wide</b>																				
Climate Action Plan	234%	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 23,379.35	\$ 9,575.55						\$ 13,803.80							
Comp. Transit Operational Analysis	40%	\$ 95,633.00		\$ 95,633.00	\$ 57,459.35	\$ 38,173.65	\$ 7,791.65	\$ 4,495.65	\$ 18,105.80	\$ 7,780.55										
Fleet Electrification Strategy	0%	\$ 225,000.00		\$ 225,000.00	\$ 225,000.00	\$ -														
<b>Total Capital Project- System Wide</b>	<b>19%</b>	<b>\$ 330,633.00</b>	<b>\$ -</b>	<b>\$ 330,633.00</b>	<b>\$ 282,459.35</b>	<b>\$ 61,553.00</b>	<b>\$ 17,367.20</b>	<b>\$ 4,495.65</b>	<b>\$ 18,105.80</b>	<b>\$ 7,780.55</b>	<b>\$ -</b>	<b>\$ 13,803.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Service Equipment</b>																				
Mohawk Wireless Post Lifts	98%	\$ 59,000.00		\$ 59,000.00	\$ 1,417.70	\$ 57,582.30									\$ 57,582.30					
Lift Gate (VH 816)	95%	\$ 7,000.00		\$ 7,000.00	\$ 331.09	\$ 6,668.91									\$ 6,668.91					
Tire Alignment Machine	0%	\$ 36,000.00		\$ 36,000.00	\$ 36,000.00	\$ -														
Tire Carousel	97%	\$ 78,000.00		\$ 78,000.00	\$ 2,182.44	\$ 75,817.56				\$ 4,095.00		\$ 71,722.56								
<b>Total Service Equipment</b>	<b>78%</b>	<b>\$ 180,000.00</b>	<b>\$ -</b>	<b>\$ 180,000.00</b>	<b>\$ 39,931.23</b>	<b>\$ 140,068.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,095.00</b>	<b>\$ -</b>	<b>\$ 71,722.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,251.21</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Office Furniture &amp; Equipment</b>																				
Paratransit/ Demand Response Software	0%	\$ 100,000.00		\$ 100,000.00	\$ 100,000.00	\$ -														
CAD/AVL	0%	\$ 300,000.00		\$ 300,000.00	\$ 300,000.00	\$ -														
IT Project Manager	19%	\$ 160,000.00		\$ 160,000.00	\$ 129,126.19	\$ 30,873.81		\$ 125.00							\$ 24,579.05	\$ 6,169.76				
<b>Total Capital Assets- Office Furniture &amp; Equipment</b>	<b>6%</b>	<b>\$ 560,000.00</b>	<b>\$ -</b>	<b>\$ 560,000.00</b>	<b>\$ 529,126.19</b>	<b>\$ 30,873.81</b>	<b>\$ -</b>	<b>\$ 125.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,579.05</b>	<b>\$ 6,169.76</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>JTA Committed Project Funds</b>	<b>49%</b>	<b>\$ 12,068,222.66</b>	<b>\$ 3,892,297.00</b>	<b>\$ 8,175,925.66</b>	<b>\$ 3,833,754.43</b>	<b>\$ 5,950,244.37</b>	<b>\$ 40,175.18</b>	<b>\$ 85,450.25</b>	<b>\$ 379,242.71</b>	<b>\$ 698,455.83</b>	<b>\$ 502,921.11</b>	<b>\$ 1,711,034.64</b>	<b>\$ 192,478.75</b>	<b>\$ 331,011.78</b>	<b>\$ 1,584,701.47</b>	<b>\$ 115,599.25</b>	<b>\$ 58,197.78</b>	<b>\$ 250,975.62</b>	<b>\$ -</b>	<b>-</b>
<b>JTA Capital Balance</b>		<b>\$ 15,467,868.88</b>																		
<b>JTA Committed Project Funds Sub-Total</b>		<b>\$ (3,833,754.43)</b>																		
<b>JTA Vehicle Reserve</b>		<b>\$ (1,125,000.00)</b>																		
<b>JTA IT Reserve</b>		<b>\$ (175,000.00)</b>																		
<b>CAPITAL RESERVE BALANCE IF ALL PURCHASED TODAY</b>		<b>\$ 10,334,114.45</b>																		

**Jefferson Transit Authority Board  
Regular Meeting Minutes**

**Tuesday, December 16, 2025 | 1:30 PM  
63 Four Corners Road, Port Townsend, WA 98368**

**CALL TO ORDER/WELCOME**

The meeting was called to order at 1:30 PM by the Chair and Port Townsend School Board member John Nowak. Other Board members present were Jefferson County Commissioner Greg Brotherton (Vice Chair), Jefferson County Commissioner Heidi Eisenhour, Jefferson County Commissioner Heather Dudley-Nollette, Quilcene School Board member Viviann Kuehl, and Port Townsend City Council member Ben Thomas. Port Townsend Mayor David Faber was not in attendance. A quorum was present.

**JTA STAFF PRESENT**

General Manager Nicole Gauthier, Finance Manager Miranda Nash, Fleet and Facilities Manager Desiree Williams, Fixed Route Operations Manager Amy Hall, Mobility Operations Manager Sara Peck, Grants and Procurement Coordinator Jayme Brooke, Marketing and Outreach Manager Kelly Olsen, Human Resources Generalist Charlie Clarke, Service and Training Supervisor Mel Lawless, and Clerk of the Board Amanda Watkins.

**PUBLIC COMMENT:**

*There was no public comment.*

**NEW AGENDA ITEMS:**

*There were no new agenda items.*

## **FINANCE REPORTS**

Miranda Nash presented the monthly financials for October and November 2025, including sales tax analysis, revenue report, expense report, and capital activity.

## **CONSENT AGENDA**

- a. Approval of November 18, 2025, Meeting Minutes
- b. Approval of October and November 2025 Expenses
- c. Resolution 25-29: Green Transportation Grant Agreement
- d. Resolution 25-30: Purchase of Three JTOC Vehicles
- e. Resolution 25-31: State Bus and Bus Facilities Grant Agreement
- f. Resolution 25-32: Approval of 2026 Board Meeting Schedule
- g. Resolution 25-38: Tire Changer Machine Purchase
- h. Out-of-State Travel Approval
- i. Inventory Disposal Forms

**Motion:** Heidi Eisenhour moved to approve the consent agenda. Heather Dudley-Nollette seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

## **UNFINISHED BUSINESS**

*There was no unfinished business.*

## **NEW BUSINESS**

### **a. Resolution 25-33: Approval of the 2026 Capital and Operating Budget**

Miranda Nash provided an overview of the 2026 budget and highlighted its key points. The public hearing on the 2026 budget was held on November 18, 2025. Attendees asked questions, followed by a discussion.

**Motion:** Greg Brotherton moved to approve Resolution 25-33, to adopt the 2026 capital and operating budget. Heidi Eisenhour seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

**b. Resolution 25-34: Paratransit Software Procurement**

Sara Peck presented a resolution authorizing JTA to enter a contract for demand-responsive paratransit software, with a cost not to exceed \$100,000. The new software will replace JTA's current paratransit system. During the RFP process, Spare Labs received the highest evaluation score and was selected for the contract.

Following the presentation, questions were raised and discussed.

**Motion:** Viviann Kuehl moved to approve Resolution 25-34, to authorize JTA to enter a contact for on-demand paratransit software. Greg Brotherton seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

*ATU Local 587 Union Representative Rick Burton joined at 1:51 pm.*

**c. Resolution 25-35: Finance Software Procurement Contract**

Miranda Nash presented an overview of the software offered by Clear Gov, a provider specializing in government budgeting solutions. The proposed services aim to enhance the internal budgeting process, improve data accuracy, increase public transparency, and replace the current flat-file spreadsheets. Following the presentation, questions were raised and discussed.

**Motion:** Greg Brotherton moved to approve Resolution 25-35, to authorize a finance software procurement contract with Clear Gov for the 2026 capital and operating budget. Heidi Eisenhour seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

**d. Resolution 25-36: Marketing Policy Update**

Kelly Olsen presented updates to the JTA Marketing Policy, originally adopted in 1983. The revised policy incorporates current marketing best practices and ensures compliance with ADA requirements. During the discussion, the Board identified the need for a section addressing timely communication of emergent situations and rider alerts. The Board agreed to add Objective #6: "Provide timely communications for emergent situations and rider alerts."

**Motion:** Greg Brotherton moved to approve Resolution 25-36, to adopt the revised marketing policy with the addition of Objective #6. Heidi Eisenhour seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

e. **Resolution 25-37: Approval of New Wellness Committee Policy**

Kelly Olsen presented details regarding the formation of a new committee responsible for coordinating activities, providing resources, and supporting initiatives that promote physical and emotional health within the JTA workplace. Following the presentation, questions were raised and discussed.

**Motion:** Heather Dudley-Nollette moved to approve Resolution 25-37, to allow JTA to create a wellness committee. Greg Brotherton seconded the motion.

**Vote:** The motion carried unanimously, 6-0 by voice vote.

f. **JTA Rebrand Presentation**

Kelly Olsen presented the details and timeline for JTA's planned rebranding, which includes updating the logo, color scheme, and overall visual identity. The rollout will occur in three phases and is expected to be completed within three years. Following the presentation, questions were raised and discussed.

g. **Proclamation Honoring Board Member and Port Townsend City Councilmember Ben Thomas**

Nicole Gauthier honored Ben Thomas for his service to JTA by reading a proclamation and highlighting his accomplishments since joining the Board in 2022. The group expressed its gratitude for Ben's dedication to outstanding service and support and extended best wishes for his future endeavors.

## REPORTS

JTA staff presented their reports.

## PUBLIC COMMENT

*There was no public comment.*

## ADJOURNMENT

The meeting concluded at 3:11 pm. The next regular Board meeting will be held on Tuesday, February 17, 2026, at 5:00 pm.

All JTA public meetings are hybrid with the physical location at 63 Four Corners Road, Port Townsend, WA.

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Amanda Watkins, Clerk of the Board

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Date

DRAFT



Meeting Date: February 17, 2026

## Approval of Accounts Payable Vouchers/EFT/Advance Travel and Capital Checks

### November 2025 Expenses

- Accounts Payable Vouchers # 6906191-6906222 in the amount of \$168,766.94
- Recoveries Check(s): 006 in the amount of \$59.34
- Capital Check(s): 6910299- 6910301 in the amount of \$34,152.78

### December 2025 Expenses

- Accounts Payable Voucher # 6906267 in the amount of \$145,735.52
- Accounts Payable Vouchers # 6906268-6906295 in the amount of \$153,964.62
- Accounts Payable Voucher # 6906296 in the amount of \$3,722.12
- Accounts Payable Vouchers # 6906297-6906298 in the amount of \$290,559.74
- Accounts Payable Vouchers # 6906299-6906330 in the amount of \$317,880.65
- Accounts Payable Voucher # 6906331 in the amount of \$137,715.77
- Capital Check(s): 6910303- 6910305 in the amount of \$232,220.62
- Capital Check(s): 6910306- 6910308 in the amount of \$18,755.00
- Voided Check(s): 6906297 in the amount of -\$143,779.87

### January 2026 Expenses

- Accounts Payable Vouchers # 6906361-6906362 in the amount of \$8,981.05
- Accounts Payable Voucher # 6906363 in the amount of \$135,974.83
- Accounts Payable Vouchers # 6906364-6906399 in the amount of \$100,403.22
- Accounts Payable Vouchers # 6906400-6906402 in the amount of \$1,470.77
- Accounts Payable Vouchers # 6906403-6906403 in the amount of \$153,283.93
- Capital Check(s): 6910314- 6910315 in the amount of \$7,175.00
- Capital Check(s): 6910312- 6910313 in the amount of \$22,458.75
- 

### February 2026 Expenses

- Accounts Payable Vouchers # 6906404-6906435 in the amount of \$210,827.36
- Capital Check(s): 6910316- 6910320 in the amount of \$20,961.76

All accounts payable claim vouchers have been authorized and approved by the Finance Committee. The General Manager has approved these for the consent agenda. Detailed claim vouchers are available for viewing upon request.

Amanda Watkins  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Nicole Gauthier Title: General Manager Department: Administration

**AGENDA ITEM:**

Resolution 26-01: Designating and removing check signers for the Peninsula Regional Transportation Planning Organization (PRTPO) financial accounts for Jefferson Transit Authority

**ATTACHMENTS:**

Resolution 26-01

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Funding Source
<input type="checkbox"/> Operating Budget			N/A
<input type="checkbox"/> Capital Budget			

**SUMMARY**

Resolution 26-01 authorizes Fixed Route Operations Manager Amy Hall to sign checks for the PRTPO account. Miranda Nash is no longer employed at Jefferson Transit, and therefore needs signing authority revoked.

**RECOMMENDED ACTION**

Motion: Move to approve Resolution 26-01 designating Amy Hall as check signer and removing check signer authority from Miranda Nash for Jefferson Transit Authority's PRTPO fiscal accounts.

REVIEWED BY: Nicole Gauthier

**RESOLUTION NO. 26-01**

**A RESOLUTION TO UPDATE AUTHORIZED CHECK SIGNERS FOR THE PENINSULA REGIONAL TRANSPORTATION PLANNING ORGANIZATION FISCAL ACCOUNT MANAGED BY JEFFERSON TRANSIT AUTHORITY**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) are responsible for designating authorized signers for the Peninsula Regional Transportation Planning Organization (PRTPO) during the period where Jefferson Transit acts as Fiscal Agent for the organization; and

**WHEREAS**, Jefferson Transit has signed an Interlocal Agreement to provide fiscal agent services to the PRTPO; and

**WHEREAS**, Jefferson Transit Authority pays PRTPO claims using warrants or checks; and

**WHEREAS**, two signatures are required on all checks; and

**WHEREAS**, Miranda Nash is no longer employed at Jefferson Transit;

**NOW, THEREFORE, BE IT RESOLVED** that the Board authorizes Fixed Route Operations Manager Amy Hall to serve as an authorized signatory for the PRTPO fiscal account and further directs the removal of Miranda Nash as a signatory.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting held this 17<sup>th</sup> Day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Nicole Gauthier Title: General Manager Department: Admin

**AGENDA ITEM:**

Resolution 26-02 Revokes JTA check signer authorities from Miranda Nash and Gary Maxfield.

**ATTACHMENTS:**

Resolution 26-02

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Funding Source
<input type="checkbox"/> Operating Budget			N/A
<input type="checkbox"/> Capital Budget			

**SUMMARY**

Miranda Nash and Gary Maxfield are no longer employed at Jefferson Transit.

**RECOMMENDED ACTION**

Motion: Move to approve Resolution 26-02 to revoke check signing authority from Miranda Nash and Gary Maxfield on all Jefferson Transit financial accounts.

REVIEWED BY: Nicole Gauthier

**RESOLUTION NO. 26-02**

**A RESOLUTION TO REMOVE CHECK SIGNING AUTHORITIES FOR ALL JEFFERSON TRANSIT  
AUTHORITY FINANCIAL ACCOUNTS**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) are responsible for designating authorized check signers for all Jefferson Transit Authority fiscal accounts; and

**WHEREAS**, Jefferson Transit Authority pays claims using warrants or checks; and

**WHEREAS**, Miranda Nash and Gary Maxfield are no longer employed at Jefferson Transit;

**NOW, THEREFORE, BE IT RESOLVED** that the Board authorizes the removal of check signing authority from Miranda Nash and Gary Maxfield on all Jefferson Transit financial accounts.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting held this 17<sup>th</sup> Day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Jayne Brooke Title: Grants & Procurement Department: Finance

**AGENDA ITEM:**

Resolution 26-03: Authorizing Authority Chair to sign and execute Formula Fund Grant Agreements PTD1311, PTD1312, and PTD1313

**ATTACHMENTS:**

PTD1311, PTD1312, and PTD1313 Grant Agreements

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?  Y  N

Funding Source State Special Needs Paratransit and Transit Support Formula Funds

Operating Budget

Capital Budget

**SUMMARY**

This resolution would authorize the Authority Chair to sign and execute Capital Grant Agreements PTD1311, PTD1312, and PTD1313 between Jefferson Transit Authority and Washington State Department of Transportation - Public Transportation Division.

**RECOMMENDED ACTION**

Motion to approve Resolution 26-03 Authoring the Authority Chair to sign and execute Formula Funds Grant Agreements PTD1311, PTD1312, and PTD1313.

REVIEWED BY: Nicole Gauthier

**WSDOT Contact:** Laura Moxham  
**WSDOT E-mail:** [laura.moxham@wsdot.wa.gov](mailto:laura.moxham@wsdot.wa.gov)  
**WSDOT Phone:** 360-705-6928

<b>Consolidated Grant Program</b>			
Formula Operating Grant Agreement			
<b>Agreement Number</b>	PTD1311	<b>Grantee:</b>	<b>Jefferson Transit Authority</b>
<b>Term of Agreement</b>	July 1, 2025 through June 30, 2027		<b>dba Jefferson Transit</b>
<b>Vendor #</b>	911124781		<b>63 4 Corners Rd.</b>
<b>UEI</b>	CDKCRDC5A7J7		<b>Port Townsend, WA 98368-9366</b>
<b>ALN # / ALN Name</b>	N/A		
<b>Indirect Cost Rate</b>	No		
<b>R &amp; D</b>	No		
<b>Service Area</b>	Jefferson County	<b>Contact:</b>	Nicole Gauthier
		<b>Email:</b>	ngauthier@jeffersontransit.com

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1  
SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Sunday Service Pilot

**UPIN #** N/A

**Scope of Work:** Pilot limited fixed route service with complementary paratransit on Sundays in east Jefferson County.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Special Needs Transportation - Transit Formula Funds (CCA)	13.32%	\$22,688		\$22,688
State Transit Support (CCA)	86.68%	\$147,591		\$147,591
Projected Grant Funds			\$0	\$0
<b>Grant Funds</b>	<b>100.00%</b>	<b>\$170,279</b>	<b>\$0</b>	<b>\$170,279</b>
Grantee's Funds	0.00%	\$0	\$0	\$0
<b>Total Project</b>	<b>100%</b>	<b>\$170,279</b>	<b>\$0</b>	<b>\$170,279</b>

**Budget:** Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

## Section 2

### Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

## Section 3

### Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

## Section 4

### Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

## Section 5

### General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

## Section 6

### GRANTEE's Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

**Section 7**  
**Reimbursement and Payment**

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
  
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

**Section 8**  
**Assignments and Subcontracts**

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
  
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

**Section 9**  
**Anti – lobbying**

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
  
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

**Section 10  
Reports**

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
  2. Project Service Hours Provided
  3. Project Revenue Service Miles Provided
  4. Narrative Progress Report
  5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

**Section 11  
Energy Credit**

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE’S public transportation grant program. GRANTEE’S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE’S funding of this AGREEMENT.

**Section 12  
No Obligation by the State Government**

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

**Section 13  
Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

**Section 14**  
**Ethics**

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
  
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

**Section 15**  
**Civil rights**

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

**Section 16**  
**Compliance with Laws and Regulations**

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
  - 1. SB 5974 Move Ahead Washington
  - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
  - 3. RCW 70A. 65.260 Climate Commitment ACT, and
  - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
  - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
  - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

**Section 17**  
**Environmental and Regulatory Requirements**

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

**Section 18**  
**Accounting Records**

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
  
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

**Section 19**  
**Audits, Inspection, and Retention of Records**

**Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
  
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

**Section 20  
Labor Provisions**

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

**Section 21  
Changed Conditions Affecting Performance**

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 22  
Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

**Section 23  
Remedies for Misuse or Noncompliance.**

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

**Section 24  
Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.
  
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

## **Section 25 Termination**

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
  2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
  3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
  4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

**Section 26**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 27**  
**Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 28**  
**Limitation of Liability**

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 29**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

**Section 30**  
**WSDOT Advice**

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

**Section 31**  
**Subrogation**

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 32**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 33**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 34**  
**Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 35**  
**Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

**Section 36**  
**Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 37**  
**Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the day and year last written below.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

GRANTEE

\_\_\_\_\_  
Authorized Representative  
Public Transportation Division,  
WSDOT

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**WSDOT Contact:** Laura Moxham

**WSDOT E-mail:** [laura.moxham@wsdot.wa.gov](mailto:laura.moxham@wsdot.wa.gov)

**WSDOT Phone:** 360-705-6928

<b>Consolidated Grant Program</b>			
Formula Operating Grant Agreement			
<b>Agreement Number</b>	PTD1312	<b>Grantee:</b>	<b>Jefferson Transit Authority</b> <b>dba Jefferson Transit</b> <b>63 4 Corners Rd.</b> <b>Port Townsend, WA 98368-9366</b>
<b>Term of Agreement</b>	July 1, 2025 through June 30, 2027		
<b>Vendor #</b>	911124781		
<b>UEI</b>	CDKCRDC5A7J7		
<b>ALN # / ALN Name</b>	N/A		
<b>Indirect Cost Rate</b>	No		
<b>R &amp; D</b>	No		
<b>Service Area</b>	Jefferson County	<b>Contact:</b>	Nicole Gauthier
		<b>Email:</b>	ngauthier@jeffersontransit.com

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1**  
**SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** JTA Improvements  
**UPIN #** N/A

**Scope of Work:** Improve Jefferson Transit's operational capacity to include facility maintenance, records retention compliance, and upgrades to the radio system.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Transit Support (CCA)	100.00%	\$123,000		\$123,000
Projected Grant Funds			\$0	\$0
<b>Grant Funds</b>	<b>100.00%</b>	<b>\$123,000</b>	<b>\$0</b>	<b>\$123,000</b>
Grantee's Funds	0.00%	\$0	\$0	\$0
<b>Total Project</b>	<b>100%</b>	<b>\$123,000</b>	<b>\$0</b>	<b>\$123,000</b>

**Budget:** Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

**Section 2**  
**Purpose of Agreement**

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

**Section 3**  
**Scope of Project**

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

**Section 4**  
**Term of Agreement**

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

**Section 5**  
**General Compliance Assurance**

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

**Section 6**  
**GRANTEE's Share of Project Costs**

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

**Section 7**  
**Reimbursement and Payment**

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
  
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

**Section 8**  
**Assignments and Subcontracts**

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
  
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

**Section 9**  
**Anti – lobbying**

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
  
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

**Section 10**  
**Reports**

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
  2. Project Service Hours Provided
  3. Project Revenue Service Miles Provided
  4. Narrative Progress Report
  5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

**Section 11**  
**Energy Credit**

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE’S public transportation grant program. GRANTEE’S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE’S funding of this AGREEMENT.

**Section 12**  
**No Obligation by the State Government**

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

**Section 13**  
**Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

**Section 14**  
**Ethics**

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
  
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

**Section 15**  
**Civil rights**

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

**Section 16**  
**Compliance with Laws and Regulations**

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
  - 1. SB 5974 Move Ahead Washington
  - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
  - 3. RCW 70A. 65.260 Climate Commitment ACT, and
  - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
  - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
  - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

**Section 17**  
**Environmental and Regulatory Requirements**

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

**Section 18**  
**Accounting Records**

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
  
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

**Section 19**  
**Audits, Inspection, and Retention of Records**

**Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
  
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

**Section 20  
Labor Provisions**

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

**Section 21  
Changed Conditions Affecting Performance**

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 22  
Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

**Section 23  
Remedies for Misuse or Noncompliance.**

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

**Section 24  
Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.
  
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

## **Section 25 Termination**

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
  2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
  3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
  4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

**Section 26**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 27**  
**Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 28**  
**Limitation of Liability**

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

**Section 29**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

**Section 30**  
**WSDOT Advice**

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

**Section 31**  
**Subrogation**

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 32**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 33**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 34**  
**Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 35**  
**Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

**Section 36**  
**Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 37  
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the day and year last written below.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

GRANTEE

\_\_\_\_\_  
Authorized Representative  
Public Transportation Division,  
WSDOT

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WSDOT Contact:** Crystal Lloyd  
**WSDOT E-mail:** [crystal.lloyd@wsdot.wa.gov](mailto:crystal.lloyd@wsdot.wa.gov)  
**WSDOT Phone:** 360-705-7819

<b>Consolidated Grant Program</b>			
Formula Vehicle & Equipment Grant Agreement			
<b>Agreement Number</b>	PTD1313	<b>Grantee:</b>	<b>Jefferson Transit Authority</b>
<b>Term of Agreement</b>	July 1, 2025 through the useful life of the Project Equipment		<b>dba Jefferson Transit</b>
<b>Vendor #</b>	911124781		<b>63 4 Corners Rd.</b>
<b>UEI</b>	CDKCRDC5A7J7		<b>Port Townsend, WA 98368-9366</b>
<b>ALN # / ALN Name</b>	N/A		
<b>Indirect Cost Rate</b>	No		
<b>R &amp; D</b>	No		
<b>Service Area</b>	Jefferson County	<b>Contact:</b>	Nicole Gauthier
		<b>Email:</b>	ngauthier@jeffersontransit.com

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1  
SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** ADA Vehicles and Dispatch Software  
**UPIN #** N/A

**Scope of Work:** Purchase three (3) expansion light duty ADA-accessible vehicles and new dispatch software.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Special Needs Transportation - Transit Formula Funds (CCA)	100.00%	\$620,000		\$620,000
Projected Grant Funds			\$0	\$0
<b>Grant Funds</b>	<b>100.00%</b>	<b>\$620,000</b>	<b>\$0</b>	<b>\$620,000</b>
Grantee's Funds	0.00%	\$0	\$0	\$0
<b>Total Project</b>	<b>100%</b>	<b>\$620,000</b>	<b>\$0</b>	<b>\$620,000</b>

**Budget:** Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

**Section 2**  
**Purpose of Agreement**

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for the planning, design, acquisition, construction, and/or improvements of capital rolling stock, equipment, facilities, and/or infrastructure to be used in the provision of public transportation services to persons in the State of Washington, referred to as the "Project." Reference to the "Project" shall include all such capital rolling stock, equipment, facilities, and/or infrastructure (collectively, "Project Assets") designed, acquired, constructed, improved, or installed under this AGREEMENT.
- B. If this AGREEMENT includes any federal funding through WSDOT Public Transportation Division, in addition to the requirements of Sections 1 through 47 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC Chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Summary of Federal Requirements, which is attached hereto and by this reference incorporated into this AGREEMENT.
- C. On projects where WSDOT is providing only state funds and the GRANTEE is using funds received directly from the federal government as their share or part thereof on the Project, the GRANTEE must assume full responsibility for complying with all federal rules and regulations.
- D. If the GRANTEE is found in non-compliance with federal rules and regulations, the GRANTEE shall provide written notification to WSDOT supplying details related to the non-compliance. Both PARTIES will analyze and determine the impact on the scope, schedule, and funding of the Project. Remedies required up to and including the return of funds will be identified to ensure the Project's scope of work is met as intended.

**Section 3**  
**Scope of Agreement**

- A. The GRANTEE agrees to perform the work and complete the Project as described and detailed in Section 1. The GRANTEE shall complete the Project within the project limits described in Section 1. The GRANTEE shall operate the rolling stock/equipment in the service area as described in Section 1.
- B. **Project Administration:** WSDOT is responsible for the Federal Transit Administration's (FTA) oversight and management functions for FTA-funded projects if FTA funds are awarded through WSDOT Public Transportation Division. The GRANTEE agrees that WSDOT shall have the authority to carry out this responsibility, which includes but is not limited to, access to project-related documents for review, processing, and approval, as applicable, for each Project. For any Project where the GRANTEE requires work or services to be performed by WSDOT for the GRANTEE to be in compliance with state and federal requirements, the GRANTEE agrees to reimburse WSDOT for all of the actual direct and indirect costs incurred by WSDOT for the performance of the work or services.

**Section 4**  
**General Compliance Assurance**

- A. The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.
  
- B. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 5**  
**Term of Agreement**

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Agreement" regardless of the date of execution of this AGREEMENT unless terminated as provided herein. The caption space header titled "Term of Agreement" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

**Section 6**  
**State Review of Project**

- A. WSDOT shall review the Project identified in this AGREEMENT as **Section 1- Scope of Work and Budget**, at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the GRANTEE does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in **Section 37, Termination**.
  
- B. The GRANTEE shall deliver the scope of the Project as described in **Section 1- Scope of Work and Budget**. WSDOT shall review deviations from the approved scope or non - delivery of a specific phase to determine whether the project still meets the Project intent. If the Project is found in misalignment with the original intent, WSDOT will determine the best course of action including extending the Project's schedule, requesting approval for the change, or requesting repayment. The time for repayment and the amount will be negotiated between WSDOT and the GRANTEE.

**Section 7**  
**Project Costs and Minimum GRANTEE's Match Requirement**

- A. The reimbursable costs of the Project shall not exceed the amounts detailed in **Section 1- Scope of Work and Budget**. The GRANTEE agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in **Section 1**. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

- B. The GRANTEE is required to provide a minimum match percentage of funds for the Project as identified in **Section 1 – Scope of Work and Budget**, indicated as GRANTEE's Funds. Any reduction in the match will result in a proportional reduction in grant funds.

**Section 8  
Energy Credit**

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with WSDOT's public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of WSDOT's funding of this AGREEMENT.

**Section 9  
Inspection of the Project**

- A. The GRANTEE shall inspect any Project Assets purchased pursuant to this AGREEMENT at the time of delivery to the GRANTEE. The GRANTEE has fifteen (15) calendar days from delivery to either accept or reject the Project Assets. If rejected, the GRANTEE shall provide a written notice specifying the Project Asset deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defects. Upon receipt and acceptance of Project Assets, the GRANTEE agrees that it has fully inspected the Project Asset and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair, and that the GRANTEE is satisfied with the Project Asset and that the Project Asset complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty (30) days of the Project Asset acceptance.
- B. The GRANTEE shall inspect the Project to ensure conformity with the approved plans and specifications. WSDOT shall review the completed work to ensure conformity with the Project described and detailed in **Section 1** and state, local, and federal requirements as appropriate. WSDOT shall also review project documentation during various phases, as appropriate, to ensure conformity with state, local, and federal requirements.

**Section 10  
Provisions for Specific Grant Programs**

- A. **Regional Mobility Grant Program.**
1. In accordance with RCW 47.04.290 a transit agency that receives state grant funding for a park and ride lot must establish a process for private transportation providers to apply for the use of the park and ride facility.
  2. A draft Performance Measurement Plan (PMP) must be submitted to WSDOT before submitting the first reimbursement request. If the GRANTEE does not submit a PMP and is nonresponsive to requests from WSDOT for improvements and information, the GRANTEE may be deemed out of compliance.
  3. The GRANTEE must provide annual performance reports for four calendar years after the project is operationally complete, as prescribed in the GUIDEBOOK, and any amendments thereto, or as WSDOT may require, including, but not limited to interim and annual reports. Annual Performance Report must include a summary of overall project performance and supporting data.

**B. Public Transit Rideshare Grant Program.**

1. All vehicles purchased under this program must be placed into service within twelve (12) months of the vehicle acceptance date.
2. Vehicles that are being replaced must be disposed of by selling, donating, or surplusing each vehicle within three (3) months of the GRANTEE's written acceptance of the WSDOT funded replacement.

**Section 11**

**Miscellaneous Charges and Conditions**

The GRANTEE shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees (including vehicle registration, license, safety, and emission control inspection fees) and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the GRANTEE's use or intended use of the Project and Project Assets. Required visual and road test inspection fees related to the acceptance of vehicles, and software licensing use fees, are eligible for reimbursement. All replacements, repairs, or substitutions of parts for Project Assets shall be at the cost and expense of the GRANTEE.

**Section 12**

**Purchases**

The GRANTEE shall make purchases pursuant to this AGREEMENT through written procurement procedures in alignment with the GUIDEBOOK and compliant with state and federal requirements as applicable.

**Section 13**

**Payment**

- A. State and/or federal funds may be used to reimburse the GRANTEE for allowable expenses incurred in completing the Project as described in **Section 1**. Allowable Project expenses shall be determined by WSDOT as described in the GUIDEBOOK, and any amendments thereto. In no event shall the total amount reimbursed by WSDOT exceed the Total Project Cost, less any GRANTEE's Funds, identified in **Section 1**.
- B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe identified in **Section 1**. Such costs to be reimbursed shall be calculated as described in the GUIDEBOOK, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of Agreement" as set forth in the caption space header above. The GRANTEE shall submit a claim reimbursement detailing the costs incurred and necessary supporting documentation. Such claim reimbursements may be submitted no more than once a month and no less than once per quarter as warranted by project expenditures. If approved by WSDOT, said claim reimbursements shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.
- C. The GRANTEE shall submit a claim reimbursement for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) "fiscal year" is defined as the year beginning July 1 and ending the following June 30. Reimbursement requests must be received no later than July 15th of the following state fiscal year. If the GRANTEE is unable to provide a claim reimbursement by this date, the GRANTEE shall provide an

estimate of the charges to be billed no later than July 15th so WSDOT may accrue the expenditures in the proper fiscal year. Any claim reimbursement submitted after the timeframe prescribed above may not be eligible for reimbursement.

- D. Progress Payments for Federally Funded Construction:** For federally funded construction contracts, the GRANTEE is required to make progress payments based on a percentage-of-completion method. WSDOT will reimburse the GRANTEE for eligible costs as identified in the claim reimbursement.
- E. Progress Payments for Heavy-Duty Buses:** For heavy-duty transit bus (“bus”) purchases, WSDOT may reimburse the GRANTEE for progress payments made to a bus manufacturer prior to the final delivery of the bus.
1. Progress payments will only be made for the completion of specific, discrete activities necessary for the manufacture of the bus.
  2. Progress payments are only allowable to bus manufacturers that are eligible to receive federal funds. It is the GRANTEE’s responsibility to obtain assurances confirming the manufacturer’s ability to deliver and comply with state and federal regulations and requirements.
  3. The GRANTEE must obtain adequate security for progress payments. The security for progress payments is typically a performance bond or letter of credit in the amount of the payments but there may be other types of security negotiated by the GRANTEE and the bus manufacturer as appropriate, such as receipt of title to the rolling stock at an appropriate point in the manufacturing process.
  4. The GRANTEE shall determine if progress payments are in the best interest of the GRANTEE after negotiating an anticipated delivery date for the bus(es) with the manufacturer. Regardless of whether the GRANTEE pursues progress payments, the GRANTEE shall include an anticipated delivery date for the bus(es) in the Purchase Order (PO) for the bus(es).
  5. To be eligible for reimbursement of progress payments, and prior to issuing a PO, the GRANTEE must negotiate a milestone payment schedule (MPS) with the bus manufacturer as applicable for each vehicle type and specifications. The MPS must identify a limited number of discrete activities whose completion qualifies for a milestone progress payment and an anticipated delivery date for the bus(es). The GRANTEE must submit the MPS to WSDOT for concurrence.
  6. Once the MPS is approved, the GRANTEE will include the MPS in the PO for the bus(es). A copy of the PO with the agreed-upon terms for the manufacturer’s delivery of the bus(es) must be submitted to WSDOT.
  7. During manufacture, if any of the terms of the PO need to be updated, the GRANTEE will implement a change order process. WSDOT concurrence on the change order is required prior to approving any changes to the terms of the PO.
  8. The GRANTEE will submit documentation of completion of each progress milestone when submitting a request for progress payment reimbursement. Images and/or other forms of tangible verification of milestone completion will be required.
  9. The GRANTEE will submit Quarterly Status Reports for the grant while the bus(es) is/are being built and until the final reimbursement is made. WSDOT will make final reimbursement for the bus(es) upon delivery and acceptance of the bus(es), per standard procedures. The GRANTEE is to comply with post-delivery bus purchase requirements.

If a bus(es) is/are not delivered within the terms and conditions of the PO, and WSDOT has reimbursed the GRANTEE for one or more progress payments, the GRANTEE shall reimburse WSDOT for all progress payments incurred.

**Section 14**  
**Assignments, Subcontracts, and Leases**

- A. The GRANTEE shall submit to WSDOT as requested a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE's direct supervision.
  
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 4 and Sections 15 through 34** of this AGREEMENT in all third-party contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. Third-party contractors must include these sections in any subsequent subcontracts, as applicable.

**Section 15**  
**State Interest and Satisfactory Continuing Control**

- A. This provision shall survive termination of this AGREEMENT.
  
- B. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described in Section 16(F) below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.
  
- C. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

**Section 16**  
**Reports and Project Use**

- A. This provision shall survive termination of this AGREEMENT.

- B. The GRANTEE agrees that the Project shall be used for the provision of public transportation services within the area indicated in **Section 1** for the duration of the Project Asset's minimum useful life, as set forth in the GUIDEBOOK. The GRANTEE further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any applicable law, or so as to avoid any insurance covering the same or permit the Project to become subject to any lien, charge, or encumbrance.
- C. The GRANTEE shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle assets adequate to cover the value of the Project Assets prior to vehicles and assets being placed into operation. For vehicles, the GRANTEE shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first Claim Reimbursement, and supply proof of renewal, annually thereafter until the vehicle depreciates fully. The GRANTEE shall name WSDOT as an additional insured on the insurance through the minimum useful life of the vehicles. If the GRANTEE is self-insured, the GRANTEE shall supply a copy of the Certificate of Self-Insurance specifying such coverage to WSDOT with the first Claim Reimbursement.
- D. Should the GRANTEE unreasonably delay or fail to use the Project during the Project term and reporting period, defined as through the end of the minimum useful life of the Project Assets, the GRANTEE agrees that it may be required to refund up to the entire amount of the "State and/or Federal Funds" expended on the Project. The GRANTEE shall immediately notify WSDOT when any Project Assets are withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in **Section 1**. If the Project is permanently removed from public transportation services, the GRANTEE agrees to immediately notify WSDOT of its intentions regarding the disposal of Project Assets or any part of the Project thereof.
- E. **Reports.** The GRANTEE shall submit quarterly status reports to WSDOT for the Term of the Project, regarding the progress of the Project. The GRANTEE shall keep satisfactory written records regarding the use of the Project and shall submit the following reports to, and in a form, and at such times prescribed by WSDOT as set forth in the GUIDEBOOK, and any subsequent amendments thereto:
1. Quarterly status reports for the Term of the Project, regarding the progress of the Project.
  2. Grant program specific reports as prescribed in **Section 10**.
  3. Reports describing the current usage of the Project and other data which WSDOT may request from the GRANTEE by memos, e-mails or telephone requests.
  4. In the event any portion of the Project sustains disabling damage, the GRANTEE shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
  5. The GRANTEE shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.
- F. **Asset Management.** The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

- G. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from that described in **Section 1**, or in a “Service Area” different than that described in **Section 1**, WSDOT may require the GRANTEE to repay WSDOT the grant funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

### **Section 17**

#### **Maintenance of the Project**

- A. This provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall make all necessary repairs and reasonably maintain the Project Assets to assure it remains in good and operational condition until the end of its minimum useful life. The minimum useful life of a constructed project is determined based on the Architectural/Engineering requirements for each type of structure, materials used, industry standards, and other federal and/or state standards and specifications, as described in the GUIDEBOOK. The minimum useful life for rolling stock is defined in FTA Circular 5010.1F, as referenced in the GUIDEBOOK. The minimum useful life for other equipment shall be determined according to provisions in the GUIDEBOOK including manufacturer’s estimated useful life and industry standards. All service, materials, and repairs in connection with the use and operation of the Project during its minimum useful life shall be at the GRANTEE’s expense.
- C. GRANTEEs who are transit agencies and/or who receive direct federal funding from FTA must also have a Transit Asset Management Plan submitted to WSDOT that details their plan to maintain the Project. GRANTEEs must submit a written Vehicle, Equipment, Facility, and/or Infrastructure Maintenance Plan to WSDOT prior to the occupation and/or operation of the Project, as applicable and prescribed in the GUIDEBOOK. The GRANTEE agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by contractors, vendors, and/or component manufacturers, or sooner if needed. The GRANTEE shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer’s warranty, if applicable. WSDOT shall not be liable for repairs. The GRANTEE shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 25. The GRANTEE shall provide copies of such records to WSDOT, upon request.

### **Section 18**

#### **Compliance with WSDOT Standards and Approval requirements**

- A. This provision applies to all projects with construction elements.
- B. The GRANTEE agrees the Project must comply with all applicable Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, and any applicable revisions thereto.
- C. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the project must comply with WSDOT General Special Provisions, Local Agency (APWA) specifications and Washington State Department of Transportation Construction Manual M41-01, as applicable. WSDOT General Special Provision (GSP) related to Buy America/BABA requirements shall be included in the Plans, Specifications and Estimate

(PS&E). After the DBE goals are determined, the applicable WSDOT General Special Provision (GSP), for the type of goal set, shall be included in the Plans, Specifications and Estimate (PS&E). The GRANTEE shall coordinate with WSDOT for collecting the current version of both GSPs.

D. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the GRANTEE shall coordinate with WSDOT and provide requested documentation for written approval prior to initiating any of the following classifications of work on this project after agreement execution, as applicable.

1. Preliminary engineering.
2. Right of way acquisition.
3. Final Design.
4. Construction.

E. If the project was initiated prior to agreement execution and the GRANTEE is seeking reimbursement for all or some of those activities up to pre-award authorization date, the GRANTEE shall submit requested documents to WSDOT to confirm federal aid requirements.

#### **Section 19**

##### **No Obligations by the State Government**

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, regardless of WSDOT's concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The GRANTEE hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

#### **Section 20**

##### **Ethics**

**A. Relationships with Employees and Officers of WSDOT.** The GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the GRANTEE knowingly rent or purchase any Project equipment and materials from any employee or officer of WSDOT.

**B. Employment of Former WSDOT Employees.** The GRANTEE hereby warrants that it shall not employ on a full, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

**Section 21**  
**Compliance with Laws and Regulations**

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable labor provisions in Title 49 RCW including the nondiscrimination provisions in Chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
  - 1. SB 5974 Move Ahead Washington
  - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT
  - 3. RCW 70A. 65.260 Climate Commitment ACT
- C. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the GRANTEE agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 USC 4601 et seq.).
- D. The GRANTEE agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA) and for federally funded projects, with the "National Environmental Policy Act" (NEPA) 42 U.S.C. § 4321 et seq. The GRANTEE agrees to comply with Washington State Executive Order 21-02, Archaeological and Cultural Resources, and for federally funded projects, with Section 106 of the National Historic Preservation Act of 1966.
- E. **Permitting.** The GRANTEE agrees to be solely responsible for securing all required Federal, State and/or local permits as needed to complete the Project.
- F. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

**Section 22**  
**Civil Rights**

- A. The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.
- B. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, when advertising the GRANTEE must notify all bidders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Section 23**  
**Accounting Records**

- A. **Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
  
- B. **Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

**Section 24**  
**Audits, Inspection and Retention of Records**

- A. This provision shall survive termination of this AGREEMENT.
  
- B. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the Term of the Agreement as discussed in **Section 5** and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
  
- C. **General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at the GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
  
- D. **Inspection.** The GRANTEE agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third-party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

**Section 25**  
**Loss or Damage to the Project**

- A. This provision shall survive termination of this AGREEMENT.
  
- B. The GRANTEE, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's rolling stock, equipment, facilities, and/or infrastructure for the duration of the Project's useful life using either of the following methods:

1. The GRANTEE shall maintain property insurance for rolling stock, equipment, facilities, and/or infrastructure adequate to cover the value of the Project; the GRANTEE shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or
  2. The GRANTEE shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for claim reimbursement, and annually thereafter. The GRANTEE will cover from its own resources the costs of repairing or replacing any Project facilities, associated equipment, and/or infrastructure if it is stolen, damaged, or destroyed in any manner.
- C. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:
1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
  2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.
- D. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:
1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
  2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.
- E. Coverage, if obtained or provided by the GRANTEE in compliance with this section, shall not be deemed as having relieved the GRANTEE of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

## Section 26 Liens on the Project

- A. This provision shall survive termination of this AGREEMENT.
- B. WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in **Sections 15** and **16** regarding the use and disposal of the Project and/or any portion thereof.

**Section 27**  
**Limitation of Liability**

- A. This provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall indemnify, defend, and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and contractors and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or contractors.
- C. The GRANTEE shall be deemed an independent contractor for all purposes, and the employees of the GRANTEE or its contractors and subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.
- D. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- E. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

**Section 28**  
**Personal Liability & WSDOT Advice**

- A. Personal Liability of Public Officers**, no officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.
- B. WSDOT Advice**, the GRANTEE bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

**Section 29**  
**Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 30**  
**Lack of Waiver**

In no event shall any WSDOT payment of funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

**Section 31**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by persons authorized to bind each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

**Section 32**  
**Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of GRANTEE'S receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the WSDOT Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the WSDOT Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the WSDOT Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE, and the GRANTEE shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.
- C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

- D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Section 33 Termination**

- A. **Termination for Convenience.** WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, any of the following:
1. The requisite funding becomes unavailable through the failure of appropriation or otherwise.
  2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
  3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
  4. The GRANTEE is prevented from proceeding with the Project because of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE.
  5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
  6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same and dispose of it in the manner WSDOT directs.

**Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

7. Take any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT.
  8. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates.
  9. Failure to perform the Project or any part thereof including, but not limited to:
    - a) Failure to build the Project according to the design specifications and all applicable building code required standards.
    - b) Failure to remedy all material defects in the performance of the Project and correct all faulty workmanship by the GRANTEE or its contractors and subcontractors in a timely manner.
    - c) Failure to take any necessary and reasonable action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise.
    - d) Failure to make reasonable and appropriate use of the Project's real property, facilities, equipment, and/or infrastructure.
  10. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project.
  11. Fails to perform in the manner called for in this AGREEMENT, or fails to comply with or, is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.
- B. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against GRANTEE and its sureties for said breach or default.
- C. In the event that WSDOT elects to waive its remedies for any breach by GRANTEE of any covenant, term, or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

**Section 34**  
**Venue and Process**

In the event either PARTY deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

**Section 35**  
**Changed Conditions Affecting Performance**

The GRANTEE hereby agrees to immediately notify WSDOT in writing of any change in conditions or law, or of any other event, including any current or prospective dispute, which may adversely affect WSDOT's interest in the Project or affect the GRANTEE's ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 36**  
**Subrogation**

- A. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else is reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
  
- B. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 37**  
**Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 38**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 39**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 40**  
**Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit I, Summary of Federal Requirements, if applicable
3. State Law
4. This AGREEMENT
5. The GUIDEBOOK

**Section 41**  
**Agreement Close Out**

The GRANTEE shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption space header titled "Term of Agreement" by written notification and in its capital Quarterly Status Report, as referenced in the GUIDEBOOK, and any amendments thereto, for the quarter in which the project is completed. WSDOT will send a closeout letter to the GRANTEE.

**Section 42**  
**Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 43  
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**GRANTEE**

\_\_\_\_\_  
Authorized Representative  
Public Transportation Division,  
WSDOT

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 26-03**

**A RESOLUTION TO Authorize Authority Chair to Sign and Execute PTD1311, PTD1312, and PTD1313 – State Formula Fund Grants**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) has been awarded State Formula Funds to complete the design phase of the Facilities Maintenance Building, upgrade JTA radio system, digitize records, upgrade the 63 4 Corners facility, purchase Dispatch/Paratransit software, purchase vehicles for Microtransit service pilot, and partially fund Sunday service; and

**WHEREAS**, funds to execute the aforementioned projects have been budgeted for this project in 2026;

**NOW, THEREFORE, BE IT RESOLVED** the Board does hereby authorize the Board Chair to sign the Grant Agreements numbered PTD1311, PTD1312, and PTD1313 with the Washington State Department of Transportation.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting thereof, held this 17<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Nicole Gauthier Title: General Manager Department: Admin

**AGENDA ITEM:**

Board approval for out of state travel.

**ATTACHMENTS:**

Cost estimation sheet

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?  Y  N                      Funding Source

Operating Budget

Capital Budget

**SUMMARY**

HR Generalist requests to travel to Portland, OR to attend the FTA's Drug and Alcohol Program National Training Conference. The HR Generalist is Jefferson Transit's Drug and Alcohol program administrator.

**RECOMMENDED ACTION**

Motion: Move to approve out of state travel for Charlie Clarke.

REVIEWED BY: Nicole Gauthier

<b>Estimated Travel Expenses to attend the FTA's Drug and Alcohol Program in Portland, OR</b>			
<b>April 13 - April 16, 2026</b>		HR Generalist - Charlie Clarke	
Conference Fee	1 full registration	\$0.00	Free
Flight Estimation		\$0.00	
Travel to Portland	Taking agency vehicle	\$0.00	480 Miles from JTA to Portland Roundtrip
Parking	Hotel	\$177.00	\$59/Daily (3 days)
Toll		\$0.00	
Hotel x 3 nights	1 room	\$535.00	Gov. Rate + 15% Tax
Transportation		\$0.00	
Meals/per diem		\$301.00	OR per diem rates
		<b>Total:</b>	<b>\$1,013.00</b>
<b>Meals Breakdown</b>		<b>*Meal estimate only</b>	
13-Apr	1st travel day	\$64.50	1st Day of Travel
14-Apr		\$86.00	Breakfast, Lunch, & Dinner
15-Apr		\$86.00	Breakfast, Lunch, & Dinner
16-Apr	Last travel day	\$64.50	Last Day of Travel
		<b>\$301.00</b>	



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Jayne Brooke Title: Grants & Procurement Department: Finance

**AGENDA ITEM:**

Resolution 26-07 – Amendment to Bassetti Architects Contract

**ATTACHMENTS:**

Resolution 26-07, Additional Services Request 1, Bassetti Contract

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?  Y  N      Funding Source Local Funds

Operating Budget

Capital Budget

**SUMMARY**

This resolution authorizes the General Manager to amend the contract with Bassetti Architects, adding \$396,588 for Phase Two design services for the Haines Place Transit Center Redesign project. With \$57,223 remaining from the original contract, the total revised contract amount will be \$419,365. Phase Two includes final design, construction documents, and permitting coordination.

**RECOMMENDED ACTION**

Approve Resolution 26-07: Authorizing the General Manager to sign and execute the amended contract with Bassetti Architects.

REVIEWED BY: Nicole Gauthier



# Jefferson Transit Authority

63 Four Corners Road, Port Townsend, WA 98368,  
(360) 385-3020, Fax: (360) 385-2321

## PROFESSIONAL SERVICES AGREEMENT

### SECTION 1 – Parties to the Agreement

It is hereby agreed by and between Jefferson Transit Authority (“JTA”), Jefferson County, Washington, AND [insert company name here] (“Contractor”), that the Contractor shall provide indicated services to JTA in accordance with the Terms and Conditions set forth below and any incorporated or attached addenda this Agreement.

This Agreement type is a (Check one):

One Time Only       Ongoing/Renewable       Urgent/Emergency       Other (explain below)

Other: \_\_\_\_\_

### SECTION 2 – Scope of Work

The Contractor agrees to provide the following professional services to JTA (list each type of service to be provided and indicate if a detail description is attached):

#	Title of Service:	Attachment No.
1	Haines Place Redesign – Preliminary Design Phase	1
2	Haines Place Redesign – Design Phase	2
3		
4		
5		

### SECTION 3 – Compensation & Payment Schedule

JTA will compensate the Contractor upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

Lump Sum Payment of \$\_\_\_\_\_ due at completion of work upon:  JTA Inspection/Sign-off Required  
 All Charges not to Exceed Contract Amount of \$419,365 for hourly services billed monthly  
 Recurring charges of \$\_\_\_\_\_ to be paid (Circle one):    Weekly    Bi-Weekly    Monthly    Quarterly    Semi-Annual    Annually

See Attachment 2 for further details.

1. All submitted invoices shall be paid by JTA **Net 30 days** unless agree otherwise by parties to this Agreement.
2. JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the Contractor on behalf of JTA and invoiced for payment or reimbursement.
3. JTA also reserves the right to contest what it deems to be unjustified or excessive charges for services rendered as described within this Agreement. Should one or more of the Contractor’s invoices be contested the following shall apply:

- 3.1. Written notice shall be provided by JTA within 14 business days indicating the Invoice by number, its date and a brief description of the work(s) or charge(s) in dispute.
- 3.2. JTA shall make all reasonable efforts to negotiate in good faith to resolve the contested invoices(s) within the original Net 30-day period and make prompt payment thereafter.
- 3.3. Billing disputes not so resolved shall be decided in accordance with the procedures of section 6.13 below.
4. For Ongoing/Renewable type Agreements which have passed the expiration date set in SECTION 4 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

### **SECTION 4 – Term of Agreement**

The term (or length) of this Agreement shall start on (date): February 17, 2026 and expire on February 16, 2027.

Under no circumstances shall the Contractor begin any work (billable or not) before receiving written approval to do so by an authorized JTA agent.

Work performed subsequent to the expiration date of this Agreement shall be billed at the original Agreement rates previously set forth.

### **SECTION 5 – Insurance & Liability**

This Agreement requires the Contractor to be Insured (Check if required)

If insurance is required, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability** (if required) insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
2. **Commercial General** Liability insurance written on an occurrence basis with limits no less than \$1,000,000 USD combined single limit per occurrence, \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU), if applicable; and employer's liability.
3. **Professional Liability** insurance with coverage limits of \$1,000,000 USD per occurrence. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract of this contract which result in financial loss to JTA.

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming JTA as additional insured shall be

attached to the Certificate of Insurance. JTA reserves the right to receive a certified copy of all required insurance policies from Contractor's underwriter(s).

The Contractor shall provide JTA a written notice 30 calendar days prior to cancellation, suspension or material change in any coverage required for this Agreement.

## **SECTION 6 – Provisions Applicable to All Contacts**

1. **Standard of Care.** The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
2. **Delegation and Subcontracting.** Contractor's services are deemed personal, and no portion of this Contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
3. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
4. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
5. **Right to Review.** This Contract is subject to review by any federal or state auditor. JTA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient.
6. **Modifications.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Contract, JTA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at JTA's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor to the extent the constitute damages are recoverable by JTA under Washington State law. The Contractor agrees to bear any extra expenses incurred by JTA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by JTA by reason of such default.
8. **Termination for Public Convenience.** JTA may terminate the Contract in whole or in part whenever JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work

performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

9. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:
- (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide JTA with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, JTA may withhold a sum from the final payment to the Contractor that JTA determines necessary to protect itself against loss or liability.
10. **Defense and Indemnity Agreement.** The Contractor agrees to indemnify and save harmless JTA, its appointed and elected officers, and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon JTA, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, JTA, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of JTA, its appointed or elected officials or employees. It is further provided that no liability shall attach to JTA by reason of entering into this contract, except as expressly provided herein.
11. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Jefferson. This Agreement shall be governed by the law of the State of Washington.
12. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
13. **Disputes:** Differences between the Contractor and JTA, arising under and by virtue of the contract documents shall be brought to the attention of JTA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken, and shall be submitted to JTA's General Manager for resolution. The Contractor and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the General Manager's consideration. Oral argument and live testimony will not be permitted. JTA's General Manager shall make a decision within thirty (30) days of submittal of the dispute for

his review. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

The records, orders, rulings, instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor requests arbitration as provided in paragraph 6.14, below.

14. **Arbitration:** In the event of a dispute between the parties to this Agreement such dispute shall be decided according to the MANDATORY ARBITRATION RULES (MAR) of the County in which suit is filed, regardless of amount in dispute. The parties hereto waive their right to file any appeal in Superior court. If either party seeks and receives legal counsel, the prevailing party shall be awarded reasonably attorney's fees paid and/or billed whether the dispute is resolved through settlement or arbitration. The prevailing party is defined as the single party in whose favor a net monetary settlement or arbitration award is received after all offsets, back charges and counterclaims are resolved and regardless of which party may have prevailed on which issue. The determination of the prevailing party shall supersede all statutes, court rules and offers of settlement.
15. **Ownership of Items Produced.** All writings, programs, data, artwork, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of Contractor. Contractor, upon payment in full of any invoiced amounts, grants to JTA a nonexclusive license to use and reproduce its instruments of service solely and exclusively for purposes of constructing, completing, using, and maintaining this project. No other license or right shall be deemed granted or implied under this Agreement. If JTA in any way uses Contractor's instruments of services without retention and involvement of Contractor (including this project), JTA releases and agrees to defend, indemnify, and hold harmless Contractor against any claims arising from such use, except to the extent caused by Contractor's negligence.
16. **Recovery of Payments to Contractor.** The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the Contractor for those parts of the project that are rendered worthless by such failure to perform. Interest shall accrue at the rate of 12 percent (12%) per annum from the time JTA demands repayment of funds.
17. **Non-Discrimination.** The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
18. **Subcontractors.** In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the Contractor. The Contractor shall insure that in all subcontracts entered into, JTA is named as an express third-party beneficiary of such contracts with full rights as such.
19. **Third Party Beneficiaries.** This Agreement is intended for the benefit of JTA and Contractor and not for the benefit of any third parties.

**PROFESSIONAL SERVICES AGREEMENT**

20. **Time is of the Essence.** Time is of the essence in the performance of this Contract unless a more specific time period is set forth in the Scope of Work.
21. **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to JTA's General Manager, and any notices to the contractor shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
22. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.
23. **Waiver.** Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
24. **Construction.** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
25. **Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

Jefferson Transit Authority <b>PROFESSIONAL SERVICES AGREEMENT</b>
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**IN WITNESS WHEREOF**, the Contractor accepts all terms and provisions of the Agreement, with any attachments or addenda (if present) and has indicated such with their signature below by the Contractor’s authorized officer or agent.

\_\_\_\_\_  
Contractor’s Officer/Agent

\_\_\_\_\_  
Jefferson Transit Authority Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Company Name (or DBA)

\_\_\_\_\_  
Legal Address

\_\_\_\_\_  
Phone Email

\_\_\_\_\_  
Federal ID# (or SSN)

6/9/2025

Shannon Thompson, Principal  
Barker Creek Consulting  
360-271-9207

Project: JTA Haines Place Transit Center

Subject : Preliminary Design Proposal

Shannon,

Bassetti Architects is pleased to submit the following Proposal to Jefferson Transit Authority for preliminary design services for the Haines Place Transit Center.

**A. Project Description:**

Preliminary design studies for reconfiguring the bus circulation and facilities at the Haines Place Transit Center. Overall goals include improving pedestrian safety, accommodating more buses in the bus loop, planning future electric bus charging,

**B. Scope of Work:**

We propose to provide the following preliminary design services:

1. Meet with JTA leadership to establish project goals
2. Conduct stakeholder survey to gather input from transit users
3. Compile and present survey results to JTA leadership
4. Generate between two and four site plan options
5. Refine up to three site options after JTA review and direction
6. Provide cost estimates on the refined site options
7. Develop presentation and communication materials for a final selected option
  - a. Colored and annotated site plan
  - b. Two conceptual perspective renderings of proposed plan
  - c. One poster or display board layout with above graphic materials and descriptive text
  - d. Postcard layout with above graphic materials and descriptive text

We propose to use the following consultants for this work:

1. Civil Engineering – Coughlin Porter Lundeen
2. Cost Estimator – RC Cost Group
3. Electrical Engineering – to be selected

**C. Exclusions:**

1. Consultants not listed above
2. Architectural design and permitting
3. Special studies
4. Surveying of existing conditions
5. Topographical Surveys
6. Geotechnical investigations
7. Environmental review
8. EIS
9. Sustainability certification
10. Commissioning
11. ELCCA
12. Coordination with constructability consultant
13. Coordination with VE consultant
14. Test and Inspections
15. Permit/Agency Fees

**D. Project Schedule:**

Please see the accompanying preliminary schedule.

**E. Compensation:**

As outlined in attachment "D", billed hourly.

**D. Additional Services:**

If Additional Services are required beyond the original Scope of Work, Bassetti will bill on an hourly basis per the rates in the attachment.

**E. Reimbursable Expenses:**

Reimbursable expenses are in addition to compensation, including printing, plotting (including 3D plotting), delivery and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Compensation for the reimbursable expenses shall be invoiced at cost plus fifteen percent (15%). Expenses of transportation in connection with authorized out-of-town travel, including mileage and related per diem charges shall be billed at cost in addition to the compensation for Basic and Owner approved Additional Services.

**F. Other Terms and Conditions of This Proposal / Agreement:**

Reference Attachment "C" of this Proposal / Agreement, incorporated by reference herein.



## ATTACHMENT "A"

### ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

#### Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
  - a. Inconsistent with approvals or instructions previously given by the Owner;
  - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, scope, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction including project phasing or bid packages.
3. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
4. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect, or multiple reviews of submittals beyond the number of reviews included as Basic Services.
5. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
6. **Claims:** Providing services in connection with claims submitted by Contractor or others.
7. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

#### Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Providing Other Consultants:** Providing services of consultants, if any, other than those specified under this Agreement.
3. **Client-Provided Front-End Specifications:** Providing services made necessary due to process or scope changes resulting from the inclusion of Client-provided front end specifications section.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.



## BASSETTI ARCHITECTS BILLING RATE SCHEDULE

### Time and Expense Contract Basis

Additional services provided on a time and expense basis will use the following rate schedule.

Hourly costs charged will be based on actual staff cost times a multiplier of 3.0. The rates and multiples for services as set forth in this schedule shall be adjusted in accordance with normal salary review practices, projected at 3%, and not to exceed 5% per year.

	<u>2025</u>	<u>2026</u>	<u>2027</u>
Principal	\$290	\$299	\$308
Associate Principal	\$260	\$268	\$276
Senior Project Manager	\$210	\$216	\$223
Senior Architect	\$205	\$211	\$217
Project Manager	\$190	\$196	\$202
Architect 3	\$200	\$206	\$212
Architect 2	\$150	\$155	\$159
Architect 1	\$135	\$139	\$143
Arch Staff 3	\$190	\$196	\$202
Arch Staff 2	\$140	\$144	\$149
Arch Staff 1	\$110	\$113	\$117
Specifications Writer	\$190	\$196	\$202
BIM Manager	\$135	\$139	\$143
Interior Designer 3	\$145	\$149	\$154
Interior Designer 2	\$125	\$129	\$133
Interior Designer 1	\$110	\$113	\$117
Graphic Designer	\$155	\$160	\$164
Project Assistant	\$105	\$108	\$111
Student Intern	\$70	\$72	\$74

## **ATTACHMENT "C"**

### **OTHER TERMS AND CONDITIONS**

#### **Standard of Care**

Architect shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Architect makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Architect's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

#### **Cost Evaluation**

Evaluations of Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by Architect, represent Architect's judgement as a design professional. It is recognized, however, that neither Owner nor Architect has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Architect.

#### **Invoicing**

The Architect shall invoice its fees and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum. Should the Owner fail to pay current invoices for more than sixty (60) days, the Architect may stop work on the Project until payment is received or terminate this Agreement with the Owner. The Architect shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

In the event of a good faith dispute over the amount of the Architect's invoice, the Owner agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the reason(s) for disputing such amount so that the Owner and Architect have an opportunity to resolve the dispute, if possible, in time for payment to be made to the Architect within the current billing/payment cycle. Providing such written explanation to the Architect is a precondition to the Owner's withholding of payment of such disputed amount. Provided the Owner has complied with the foregoing invoice dispute procedures, then the amount in dispute shall not be deemed to be an amount currently due the Architect.

#### **Project Suspension/Resumption**

If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. If the project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate the Agreement, by giving not less than seven (7) days written notice.

#### **Force Majeure**

Time limits established by the schedule mutually agreed to by the Owner and Architect shall not, except for reasonable cause, be exceeded by the Architect or Owner. Reasonable cause shall expressly include, but is not limited to, a pandemic or other similarly serious illness, disease, epidemic, or public health issue, and any orders, advisories, restrictions or directives of any public or governmental agencies or officials with respect thereto that impact the Owner's or Architect's ability to perform their respective obligations under the Agreement, including the results of changes in administration, legislature, increased construction costs or labor shortages. In the case of reasonable cause, the affected party's time for performance and the Architect's compensation shall be equitably adjusted. The Owner and Architect agree and acknowledge that the performance of the Architect's services may depend upon other parties and circumstances which the Architect cannot control. The schedule, therefore, shall be extended by agreement between the Owner and Architect, except where the Architect is solely responsible for Project delays. In no event shall the Architect be held liable for damages arising from delays beyond its sole control.

## **Project Scope Changes**

When compensation is based on percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the progress payment schedule as set forth in this Agreement, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received and/or awarded, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project. If the scope of the Project or of the Architect's services is increased, the Architect's fees shall be increased accordingly. If the scope of the Project and the Architect's services is reduced, the Architect's fee shall be reduced only as applicable to the portions of the Architect's services that were not performed as of the date of such changes, and that would be reduced by such change in scope.

## **Termination**

Either the Owner or Architect may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Termination Expenses are in addition to compensation for Basic and Additional Services and shall be computed as five percent (5%) of the Basic Services and Additional Service Fees.

## **Owner's Responsibility**

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget, with reasonable design and construction contingencies, and criteria. The Owner shall also furnish any reports, tests, surveys, permits, inspections or other documentation of information or consultants reasonably requested by the Architect. All of the foregoing shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

## **Electronic Files**

When requested by Owner, the Architect may transfer documents in electronic file formats to the Owner. The creation of the computer files shall be considered an additional service and the Architect shall be compensated on an hourly basis. By accepting these files/disks and the above stipulations, the Owner agrees to indemnify and hold the Architect harmless including its agents and all consultants against all claims resulting from the use of these files and the information they contain, by the Owner or their own Consultants, Contractor, Subcontractors, suppliers and all others who receive these files or data. In no event shall the Architect be liable for any loss of profit or any consequential damages as a result of the Owner's use or reuse of the electronic files. Owner understands and agrees the Architect relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms". While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third-party internet service providers or users of the Internet or similar systems. Consequently, the Owner agrees to waive all claims against the Architect, and release the Architect from all claims for the propagation of virus applications that may cause damage of any kind to the Owner or its agents, unless the Architect was the creator of the virus.

## **Software and Data Exchange Protocols**

The Owner and Architect shall, at the earliest practical moment, meet and delineate the types of software to be used on the Project and establish protocols, standards and tolerances as may be required for the proper execution of the Work. If applicable, the Owner and Architect shall work together to establish the permitted uses for all digital information, including the Model, to be exchanged on the Project.

## **Insurance**

The Architect shall provide Professional Liability insurance covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and in the aggregate.

## **Limitation of Liability**

Due to the nature of the Services performed by the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to release and hold harmless the Architect and the Architect's officers, directors, employees, subsidiaries, affiliates, shareholders and owners from all liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, court costs, mediator's fees and costs of expert witnesses, so that the total aggregate liability of the Architect and the Architect's officers, directors, subsidiaries, affiliates, employees, shareholders, owners and subconsultants for services performed under this Agreement shall not exceed the Architect's total fee received for services rendered on this Project. This release includes, but is not limited to, a release from any liability related to project site safety, injuries to any persons involved in construction and related to the contractor's means, methods, techniques, equipment and sequencing. Further, Architect shall have no responsibility for anticipating climate changes or protecting against natural disasters. The provisions of this clause shall take precedence over any other clause of this Agreement in the event of conflict with any other such clause. In the event that applicable law prohibits enforcement of this clause as written, then, and only then, this clause shall be deemed to be modified to provide the maximum protection to the party entitled to the benefit thereof hereunder as is allowable under applicable law.

## **Dispute Resolution**

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them shall first be attempted to be resolved in an in-person meeting between a representative of Owner and a principal of the Architect. Should this meeting not resolve the dispute in its entirety, any dispute arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with contractors and consultants retained for the Project and require all contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Architect shall make no claim against Owner without first providing Owner with a written notice of damages and providing Owner thirty (30) days to cure before an action is commenced. The Owner shall make no claim either directly or in a third-party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent architect currently practicing in Washington. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an architect performing architectural services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding. No action shall be initiated against any individual employee or principal of Architect's firm, but only against the firm itself after following the protocol established in this provision.

## **Hazardous Materials**

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials or toxic mold at the jobsite, or should it become known in any way that such materials at the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the jobsite is in full compliance with the applicable laws and regulations. The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. To the fullest extent permitted by law, the Owner agrees to indemnify, defend and hold the Architect harmless from and against any and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, accruing to or resulting from any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of hazardous substances, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

## **Assignment and No Duties to Third Parties**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Nothing contained in this Agreement, and no act or failure to act or representation, statement, report or opinion or the giving of or failure to give information by either party hereto, shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

### **Consequential Damages**

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including but not limited to damages related to delays. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

End of Other Terms and Conditions

Input

EXHIBIT D: Fee Calculation Spreadsheet  
6/9/2025

		Task	Fee	Principal	PM/PA	Graphic Designer	TOTAL HRS Bassetti	Sub Total Bassetti Fees	Mechancial	Struct	Electrical	Civil	Cost	Total Consultants	Sub fee 10.00%	Sub Total Consultants	Grand Total
		<b>Additional Scope</b>															
Item	Fee Type			64	130	56	250	\$45,350			\$5,000	\$10,000	\$10,000	\$25,000	\$2,500	\$27,500	\$72,850
	Hourly			\$280	\$155	\$130											
		Hourly Rates - per contract															
		Subtotal	\$0	\$17,920	\$20,150	\$7,280		\$45,350	\$0	\$0	\$5,000	\$10,000		\$15,000	\$2,500	\$17,500	\$72,850

# JTA HPTC Schedule

Task Name	Duration	Start	Finish	May					Jun				Jul				Aug				Sep																					
				Apr	May 4	May 11	May 18	May 25	Jun 1	Jun 8	Jun 15	Jun 22	Jun 29	Jul 6	Jul 13	Jul 20	Jul 27	Aug 3	Aug 10	Aug 17	Aug 24	Aug 31	Sep 7	Sep 14	Sep 21	Sep 28																
<b>THIS PHASE INCLUDED IN THIS PROPOSAL</b>																																										
<b>PRELIMINARY DESIGN SERVICES</b>	83d	05/28/25	09/19/25	PRELIMINARY DE																																						
Meet with JTA Leadership to establish project goals	0	05/28/25	05/28/25	◆																								◆	Meet with JTA Leadership to establish project goals													
Site Visit	1d	06/20/25	06/20/25																■	Site Visit																						
Generate Survey Questions	1w	06/30/25	07/04/25																			■	Generate Survey Questions																			
JTA Review and Approve Survey	6d	07/07/25	07/14/25																				■	JTA Review and Approve Survey																		
Create Survey	2d	07/15/25	07/16/25																					■	Create Survey																	
Deploy Survey	2w	07/17/25	07/30/25																							■	Deploy Survey															
Compile Survey responses	5d	07/31/25	08/06/25																								■	Compile Survey responses														
Discuss Survey Findings with Leadership	0	08/06/25	08/06/25	◇																									◆	Discuss Survey Findings with Leadership												
Generate Initial Options	21d	07/17/25	08/14/25																						■	Generate Initial Options																
Review Options with Leadership	1d	08/15/25	08/15/25																							■	Review Options with Leadership															
Refine Site Options	2w	08/18/25	08/29/25																								■	Refine Site Options														
Price Options	1w	09/01/25	09/05/25																									■	Price Options													
Review Options and Pricing. Leadership selects preferred option	0	09/05/25	09/05/25	◇																										◆	Review Options and Pricing. Leadership sel											
Develop presentation materials for preferred option	2w	09/08/25	09/19/25																											■	Develop presentati											
Present final plan to JTA Board	0	09/19/25	09/19/25	◇																												◆	Present final plan t									
<b>THESE PHASES NOT INCLUDED IN THIS PROPOSAL. DATES ARE CONCEPTUAL</b>																																										
<b>SCHEMATIC DESIGN</b>	40d	09/22/25	11/14/25																																							
50% Schematic Design	20d	09/22/25	10/17/25																																							
Schematic Design Approval	20d	10/20/25	11/14/25																																							
<b>DESIGN DEVELOPMENT</b>	60d	10/20/25	01/09/26																																							
50% Design Development	40d	10/20/25	12/12/25																																							
Client DD Approval	40d	11/17/25	01/09/26																																							
<b>CONSTRUCTION DOCUMENTS</b>	40d	01/12/26	03/06/26																																							
Permit Set	40d	01/12/26	03/06/26																																							
100% Bid Drawings	0	03/06/26	03/06/26	◇																																						
100% Bid Project Manual	0	03/06/26	03/06/26	◇																																						
<b>PERMITTING &amp; AGENCY</b>	180d	03/09/26	11/13/26																																							
Building Permit	180d	03/09/26	11/13/26																																							
<b>BIDDING &amp; AWARD</b>	40d	03/09/26	05/01/26																																							
Bid Period	40d	03/09/26	05/01/26																																							
<b>CONSTRUCTION</b>	200d	11/16/26	08/20/27																																							
Phase 1	200d	11/16/26	08/20/27																																							
<b>CLOSE OUT</b>	30d	08/23/27	10/01/27																																							
Close out	30d	08/23/27	10/01/27																																							

## **PROPOSAL FOR SERVICES**

1/26/2026

Sydney Thompson  
Assistant Project Manager  
P.O. Box 2011  
Silverdale, WA 98383

Re: Proposal for Architectural Engineering Services  
Project Name: Haines Place Transit Center  
Bassetti Architects Project No.: B002514000

Dear Sydney,

Bassetti Architects P.S. is pleased to submit the following Proposal to provide Architectural Engineering Services for the above-mentioned Project.

### **A. Project Description:**

Reconfiguration of the Haines Place park and ride facility in Port Townsend Washington. The goals are to improve safety and accommodate future growth in ridership. The facility will have a bus loop, bus layover space, infrastructure for future electric bus charging, covered passenger waiting areas, and a small building with public restrooms, offices, and a bus driver lounge. Included in the scope are new pavement and curbing, bike parking and bike storage, fencing, and major site signage.

### **B. Scope of Work:**

Architectural design and engineering services for the project described above. The work includes taking the preliminary design through permitting, generating a bid set, and construction administration. We will meet regularly with the Owner and the Owner's Representative to review and discuss the design.

### **C. Exclusions/Assumptions:**

1. Specialty consultants not listed in exhibit B
2. Special studies
3. Surveying of existing conditions
4. Topographical Surveys
5. Geotechnical investigations
6. Test and Inspections
7. Permit/Agency Fees

### **D. Preliminary Project Schedule:**

We anticipate being ready to submit for permit by the end of May. Bassetti will submit for permit and navigate the permitting process but plans to stop work upon getting permit approval to wait for the Jefferson Transit Authority to secure funding. We will resume work upon receipt of a written notice to proceed. Fees may need to be reevaluated for the balance of the work depending on how much time has elapsed.

**Force Majeure:** In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any cause reasonably beyond its control, the time

for completion of Architect's work shall be extended by the period of resulting delay.

**E. Compensation:**

Bassetti will provide the services outlined in the Scope of Work on an hourly basis per Attachment "B", Bassetti's Hourly Rate Schedule. Our fee estimate is outlined in Attachment C – Fee Schedule. This is a time expense budget not to exceed without notification and approval from the owner.

**F. Additional Services:**

If Additional Services as described in Attachment "A" are required beyond the original Scope of Work, Bassetti will prepare an hourly fee proposal based on Attachment "B" – Bassetti Architects Hourly Rate Schedule.

**G. Reimbursable Expenses:**

Reimbursable expenses are in addition to compensation for Basic and Owner approved Additional Services, including printing, plotting (including 3D plotting), delivery and other expenses related to Agency review, Bidding, Construction or other Owner requested costs. Compensation for the reimbursable expenses shall be invoiced at cost plus ten percent (10%). Expenses of transportation in connection with authorized out-of-town travel, including mileage and related per diem charges shall be billed at cost in addition to the compensation for Basic and Owner approved Additional Services.

Sincerely,



Jordan Kiel, Principal in Charge  
Bassetti Architects P.S.

Attachments:

- Attachment A – Not Used
- Attachment B – Bassetti Architects Hourly Rate Schedule
- Attachment C – Fee Schedule



A Design Studio of HMC Architects

## **BASSETTI ARCHITECTS - 2026 HOURLY BILL RATE SCHEDULE**

Additional services provided on a time and expense basis will use the following rate schedule. The rates for services as set forth in this schedule may be adjusted periodically in accordance with normal review practices.

### **Principals**

Managing Principal / Principal in Charge	\$299
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### **Architects**

Principal Architect	\$268
Sr. Project Manager / Sr. Project Architect	\$201
Sr. Construction Administrator	\$196
Sr. Technical Manager	\$196
Project Designer, Architect, Manager	\$175
Team Leader	\$165
Design Leader	\$149
Designer II	\$113
Designer	\$103
Project Coordinator	\$118
Technical Leader	\$149

### **Graphics**

Sr. Graphic Designer	\$160
Graphic Designer	\$134

### **Interiors**

Design Principal	\$268
Project Designer	\$150
Design Leader	\$139
Designer II	\$113
Designer	\$103

### **Other Project Disciplines**

Project Delivery	\$268
Planning Leader	\$139
Education Facilities Planning Leader	\$139
Architectural Specifier / Information Manager	\$196
Architectural Specifier	\$135
BIM Manager	\$139
Sustainable Design Specialist	\$129
Administrative Manager	\$129
Project Administrator	\$118
Intern	\$72



Fee Calculation - Negotiated Fee Schedule

JTA HPTC  
BA No. 2514



	Fixed / T&E	Bassetti	Civil	Landscape	Structural	Mechanical	Electrical	Hardware	Cost Estimating	Consult Total	Mark-Up 10%	Total A/E
SD / DD	T&E	\$ 95,000	\$ 35,000	\$ 8,500	\$ 17,000	\$ 13,475	\$ 8,178			\$ 82,153	\$ 8,215	\$ 185,368
Construction Documents	T&E	\$ 90,000	\$ 30,000	\$ 11,200	\$ 15,000	\$ 10,000	\$ 7,102			\$ 73,302	\$ 7,330	\$ 170,632
TSPR Calculation for Energy Code	T&E					\$ 4,200				\$ 4,200	\$ 420	\$ 4,620
Utility Rebate Support	T&E					\$ 2,880				\$ 2,880	\$ 288	\$ 3,168
Stormwater Report	T&E		\$ 18,000							\$ 18,000	\$ 1,800	\$ 19,800
Hardware	T&E							\$ 5,000		\$ 5,000	\$ 500	\$ 5,500
Cost Estimating	T&E								\$ 5,000	\$ 5,000	\$ 500	\$ 5,500
<b>OBS</b>		<b>\$ 185,000</b>	<b>\$ 83,000</b>	<b>\$ 19,700</b>	<b>\$ 32,000</b>	<b>\$ 30,555</b>	<b>\$ 15,279</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 190,534</b>	<b>\$ 19,053</b>	<b>\$ 394,588</b>

Estimated Reimbursable Expenses	\$2,000
Subtotal	\$396,588
Less Balance Remaining on Previous Contract	-\$57,223
Total Contract Amount	\$339,365

Future Potential Services

	Fixed / T&E	Bassetti	Civil	Landscape	Structural	Mechanical	Electrical	Hardware	Cost Estimating	Consult Total	Mark-Up 10%	Total A/E
Construction Administration	T&E	51,301	20,000	9,600	8,000	5,800	6,241			\$ 49,641	\$ 4,964	\$ 105,906

105,906



January 5, 2026

Jordan Kiel  
Bassetti  
Seattle, WA 98104

Re: JTA Haines Place Park and Ride

Dear Jordan:

Thank you for your request for electrical engineering services and including us on the team for the renovations to the Haines Place Park and Ride. Scope is a new operations building (Approx 2856 SF), renovation and retrofitting of site lighting, and adding of EV charging and EV bus charging. A new electrical service is assumed.

**Basic Services**

Basic Services Fee	\$14,920
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**Possible Additional Services**

1. Communications Cabling Design	\$1,200
2. Paging Design	\$000
3. Security Camera Design	\$4,200
4. Security Card Access Design	\$1,200

Systems included in Basic Services are:

- 1) Electrical Systems Power Services Design complete to building
- 2) Power System Design
- 3) Site Lighting Design and Circuitry
- 4) Building Lighting Design
- 5) Building Lighting Controls
- 6) EV charging for parking and bus loop

Again, thank you for your request. Please call if you have any questions or wish revisions.

Sincerely,

*Mike Fitzmaurice*

Mike Fitzmaurice



January 16, 2026

Mr. Jordan Kiel  
Principal  
Bassetti Architects

Project: JTA Haines Place Park & Ride Proposal  
Subject: Proposal for Landscape Architecture Services

Dear Jordan:

Thank you for the opportunity to submit this proposal for landscape architecture services for the Jefferson Transit Authority (JTA) Haines Place Park & Ride. I am excited to work with Bassetti and the JTA.

This proposal is based on the information provided via the email dated 1/13/26. The following proposal provides fees for landscape related elements with irrigation as an optional service.

The landscape architecture portion of this project will include schematic design through construction phase work on the following:

- Chain link fencing and gates
- Planting
- Irrigation (Optional service listed below)
- Miscellaneous site features (bike racks, trash receptacles, benches, etc.)

Schematic Design through Design Development – SD/DD

1. Prepare Schematic Planting Plan showing general layout of plant groupings on site.
2. Prepare Schematic Plant List to conform to the DD Planting Plan.
3. Locate and specify key site amenities.
4. Identify materials and finishes for landscape related elements.
5. Prepare Plant List to conform to the Planting Plan.
6. Prepare DD specifications.

7. Coordinate with design consultants, owner, architect, and review agencies, and attend design team coordination meetings during this phase.
8. The following deliverables will be produced at the end of the DD phase:
  - DD Landscape Plan
  - DD Planting Plan
  - DD Specifications
  - Conceptual Construction Details

#### Construction Documents – CD

9. Upon approval of the DD documents, prepare Construction Documents (CD) for all landscape portions of the project, as required. If a phased permitting and construction approach is desired, the documents will be broken up into separate phases as necessary.
10. Prepare documents for Site Development permit submittal, coordinate with design team on permit submittal.
11. Respond to agency comments for Site Development permit, assume one round of agency comments and resubmittals.
12. The following deliverables will be produced at the end of the CD phase:
  - Overall Landscape Site/Referencing Plan
  - Construction Details
  - Planting Plan(s)
  - Planting Details
  - Three-part CSI Format Technical Specifications for all landscape related elements

#### Bidding Assistance

13. Assist the design/build team in reviewing subcontractor bids for landscape-related items as necessary.

#### Construction Administration – CA

14. Respond to contractor-initiated questions during construction as they relate to the design.
15. Review landscape-related product submittals and shop drawings, and report findings to the design/build team.
16. Provide services during construction for landscape related items, including observation, report preparation, and coordination. Make occasional site visits during the construction process to verify that the intent of the design documents is being met. This proposal assumes 1 site visit.

#### OPTIONAL SERVICE – Irrigation Design, DD – CA

##### Design Development - DD:

17. Develop an Irrigation plan in accordance with City of Port Townsend Codes and Standards and Jefferson County Standards. Coordinate with design team and Municipality Staff during development of irrigation plans.

18. Irrigation plan is anticipated to show irrigation head layout, point of connection, and equipment types.
19. Assuming one (1) submittal.
20. Generate and submit design development package to include the following plans:
  - Irrigation Plan
  - Irrigation Details

#### Construction Documents - CD

21. Prepare Irrigation Construction Drawings and Specifications to be submitted as part of the construction submittal package.
22. Develop final construction documents for irrigation system from Design Development Submittal comments.
23. Generate and submit irrigation specifications for inclusion in the construction bid package.
24. Assuming two (2) submittals.
25. Assumed Deliverables for Construction Document Packages:
  - Irrigation Plans
  - Irrigation Details
  - Irrigation Specifications.

#### Construction Administration - CA:

26. Review contractor submittals, O&M manuals, and change orders for irrigation system as needed.
27. Review the irrigation work on a periodic basis as requested by the owner or architect during the construction phase to determine if the work is in alignment with the contract documents. (Includes 1 visit)
28. Site visit would include preparation of a report and copy to architect and owner.

### ***Billing Summary***

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Base Design Services		
Items 1-8	SD/DD – Schematic and Design Development	6,000
Items 9-12	CD – Construction Documents	7,200
Items 13	Bid	600
Items 14-16	CA – Construction Administration	4,500
Base Subtotal:		<b>\$18,300</b>
OPTIONAL- Irrigation Design Services		
Items 17-20	DD – Design Development	2,500
Items 21-25	CD – Construction Documents	4,000
Items 26-28	CA – Construction Administration	4,500
Irrigation Design Subtotal:		<b>\$11,000</b>

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If I have misunderstood your expectations for scope or level of service, I would be happy to meet with you and discuss additions or deletions from my proposed services.

### **Exclusions**

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Lighting design.
- b) Horizontal and vertical control of the hardscape.
- c) Design and documentation of site retaining walls over 4' in height.
- d) Arborist Services
- e) Work within wetlands, streams or their buffers (if found on site, assume this will be handled by separate consultants)

If you find this proposal acceptable, please prepare your standard AIA contract. The receipt of your signed contract or your written authorization will be my notification to proceed. If you have any questions, please call me at (253) 341-9451

Sincerely,



Kristin Glandon, PLA  
Owner, KG Designs

**DECEMBER 31, 2025**

Bassetti Architects  
71 Columbia St, Suite 500  
Seattle, WA 98104

**ATTENTION** Jordan Kiel, AIA

**REGARDING** Jefferson Transit – Haines P&R

We are pleased to provide this proposal for Mechanical engineering and consulting services for the Haines Park and Ride operations building for Jefferson Transit located in Port Townsend, WA.

Based on the information provided via email from Jordan Kiel on December 18, 2025, we understand the project to be the construction of a new facility at the existing Haines Park & Ride site. The project will include approximately 2,850 SF of new operations building.

We understand the construction budget for the project is still being determined. The delivery method being used for the project is design bid build.

We understand the project design schedule is as noted below:

- Schematic Design/Design Development phase in Winter of 2026
- Construction Document phase in Spring of 2026
- Building Permit submittal in Spring/Summer of 2026
- 100% construction documents in Summer of 2026
- Construction to commence in Fall of 2026 with substantial completion in Spring/Summer of 2027.

#### **SCOPE OF BASIC SERVICES**

Our work will include the following:

##### **Schematic Design/ Design Development**

- Attend phase kickoff and project coordination hosted by Bassetti with Project Team stakeholders.
- Coordination with Design Team.
- Provide plans which include:
  - Mechanical/Plumbing preliminary equipment schedules.
  - Mechanical site plan with preliminary utility requirements
  - Mechanical plans with preliminary equipment layouts, duct main routing, major branch runouts, and air terminal layouts
  - Plumbing plans with preliminary pipe main routing, major branch runouts, and plumbing fixture locations

**H A R G I S**

1201 third avenue, ste 600  
seattle, washington 98101  
206.448.3376

[www.hargis.biz](http://www.hargis.biz)

- Mechanical/Plumbing typical installation details.
- Provide preliminary specifications.
- Update of Basis of Design Narrative describing approved “Final” systems selection.

#### **Construction Documents**

- Attend phase kickoff with Design Team and Project Team stakeholders.
- Complete Energy Code forms.
- Final coordination and quality assurance review with all disciplines.
- 90% Construction Documents for Constructability Review and AHJ Submission.
- Review and respond to permit document comments.
- Final Construction Documents.

#### **Procurement/Bidding**

- Respond to contractor requests for design clarification.
- Review prior approval request submissions.
- Prepare addenda.

#### **Construction Administration**

- Attend Pre-Con meeting as requested.
- Review submittals and shop drawings.
- Review and respond to contractor RFI’s.
- Draft change order documentation.
- Site Visits:
  - Construction progress site visits, on an every-three-weeks basis when electrical installation is ongoing.
  - A substantial completion punch and back-punch.

#### **Project Closeout**

- Review operation and maintenance manuals.
- Review contractor record drawings.

#### **MEETINGS**

At the discretion of Hargis, meetings will be attended in person or virtually.

#### **REVIT PARTICIPATION**

As requested, this project will be fully delivered in Revit, this does not include detailed modeling of hangers and supports for mechanical systems, which are to be designed and coordinated by the contractor.

**OTHER BASIC SERVICES**

- A. Commissioning (Cx) Coordination and Support:  
Design Phase: Commissioning specifications for commissioning by contractor if required by energy code.  
Construction Phase: Support of Cx process performed by contractor if required by energy code, review documents prepared by Cx/Contractor.
- B. TSPR Calculation for Energy Code: OFM fee schedule for this size project does not provide enough fee to support TSPR calculation potentially required by energy code. If project stakeholders select a basic mechanical system often used for a building of this size (e.g. packaged rooftop units or VRF with DOAS) then this calculation is required.

**OPTIONAL ADDITIONAL SERVICES**

- C. Utility Rebate Support: Meet with utility to review rebate opportunities. Work with utility rebate program to finalize rebates. 24 hour allowance.

**BASIC A/E SERVICES FEE**

We propose the following phased fixed fee based on an estimated construction cost for the building systems. We suggest reviewing the base fee once the schematic design phase is complete. Mechanical fees are based on the Washington State Office of Financial Management Guidelines for Determining Architect/Engineer Fees and includes an estimated building construction cost for schematic design phase thru closeout.

Mechanical System Cost: \$248,600

- A. Basis: Hourly
- B. Amount – Basic Services
  - 1. Mechanical Engineering
    - a. Schematic Design Thru Design Development .....\$ 13,475
    - b. Construction Documents thru Close-Out .....\$ 13,000
    - Subtotal*.....\$ 26,475
- C. Amount – Other Basic Services
  - 1. Mechanical Engineering:
    - a. Commissioning Assistance .....\$ 2,880
    - b. TSP Calculation for Energy Code .....\$ 4,200
- D. Amount – Additional Services
  - 1. Mechanical Engineering:
    - a. Utility Rebate Support.....\$ 2,880

**REIMBURSABLE EXPENSES**

No reimbursable expenses are anticipated as part of the project. Any reimbursable expenses will include a 10% markup.

**HOURLY RATE BREAKDOWN**

We request the opportunity to adjust our hourly rates on Jan 1<sup>st</sup> at the onset of each year. The flat hourly rate is \$175/hour.

We appreciate this opportunity to work with Bassetti, and Jefferson Transit to support the Haines P&R project. We will utilize past experiences on similar projects to promote a collaborative design and construction process. Please review and call us with any questions regarding this proposal.

Brian Cawley, PE  
Principal, Mechanical

**ACCEPTED BY**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BFC  
m:\gg.vol\admin.vol\fee\client (owner)\transportation\jefferson transit\2026 haines place p&r\fpm 20251231-hargis-bfc-ba-jta-haines p&r building fee proposal.docx

January 5, 2026

## Proposal for Limited Engineering Services

**TO** Jordan Kiel  
Bassetti Architects  
71 Columbia St, Ste 500  
Seattle, WA 98104

**PROJECT** JTA Haines Place Park & Ride

This proposal is to confirm our understanding of the scope of services and compensation for this project.

### Description of Project

The project involves improvements to the Jefferson Transit Authority's Haines Place Park & Ride. The improvements will include an approximately 2850 square-foot building to be used as a driver's lounge and office space. Also, a free-standing canopy approximately 20'x100' will be added to the transit island.

### Scope of Services

The scope of services is limited to the structural design of the operations building and transit island canopy. We will assist the team in system selection for each building. We will design to the 2021 International Building Code and develop structural drawings and calculations suitable for permit and construction.

A geotechnical report was not included in the RFP. We assume that the structures can be supported by shallow spread foundations. **Deep foundations or ground improvements would be considered an additional service.**

The anticipated schedule for the project is a design phase from January 2026 through April 2026 with construction to follow.

### Proposed Fee

We will bill for our services at our hourly rates not to exceed the maximum amounts listed below.

PHASE	AMOUNT
Design	\$32,000
Construction Administration	<u>\$8,000</u>
<b>Total</b>	<b>\$40,000</b>

### Terms and Conditions

This proposal is based on the project description and design scope noted in this letter, as well as the enclosed Schedule of Conditions, which is a part of this agreement. Please sign this document and return a copy so that we may proceed. If you authorize us to proceed prior to receiving a signed copy, we will do so, assuming agreement with this document.



**COUGHLIN PORTER LUNDEEN, INC.**  
Eric Dixon, Associate Principal

For Bassetti Architects

Date

# Schedule of Conditions

---

The services and compensation of Coughlin Porter Lundeen, Inc. are based on the following conditions unless otherwise noted in the accompanying proposal. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded. Authorization for Coughlin Porter Lundeen to proceed constitutes agreement to these terms and conditions.

## 1. Hourly Charges for Personnel

Personnel will be charged at the following rates when hourly billing is applicable:

\$250	Principal	\$145	Engineer III
\$240	Associate Principal	\$120	Engineer IV
\$235	Associate	\$175	Project Administrator
\$235	Senior Project Manager	\$175	BIM Coordinator
\$215	Project Manager	\$165	BIM Designer
\$235	BIM Manager	\$150	BIM Technician I
\$195	Project Engineer I	\$130	BIM Technician II
\$185	Project Engineer II	\$105	BIM Technician III
\$160	Engineer I	\$95	Administration
\$150	Engineer II	\$95	Intern

These rates are in effect for a 12-month period, subject to annual increases, which typically take place in January of each year. Excluded from these rates is work involving expert witness testimony, litigation, or negotiating claims settlements.

## 2. Reimbursable Expenses

- 2.1 Expenses and services not directly provided by Coughlin Porter Lundeen will be charged at 1.1 x cost. Reimbursable expenses include travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during the course of our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.
- 2.2 Mileage for traveling in excess of 25 miles each way will be billed at the current IRS reimbursement rate.

## 3. Billing

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred by Coughlin Porter Lundeen in collecting delinquent accounts shall be paid by the Client.

## 4. Non-Structural Components

- 4.1 The International Building Code, depending on seismic risk level of the project, requires certain non-structural components to meet various standards and/or to be designed by a registered engineer. Except as specifically stated, design of the seismic stability, bracing, or anchorage of nonstructural elements of the building is not a part of the scope of work included herein. Nonstructural elements include, but are not limited to, suspended ceilings; access floors; interior partitions; cladding; glazing systems; light and electrical fixtures; mechanical equipment; life safety components including fire pumps, emergency generators, smoke evacuation fans, and sprinkler systems; storage racks; awnings; architectural fixtures; cabinetry; and furniture.
- 4.2 Unless otherwise noted, the design work described above shall be provided under the direction of the General Contractor on a design-build basis and is excluded from Coughlin Porter Lundeen's scope of work. The Architect shall provide such direction in the specifications. Coughlin Porter Lundeen shall not provide such services unless a specific scope of work can be negotiated and additional compensation is provided.

**5. Standard of Care**

5.1 Services provided by Coughlin Porter Lundeen under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the services are provided. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

**6. Risk Allocation/Limit of Liability**

6.1 Coughlin Porter Lundeen shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused.

6.2 The Client agrees that to the fullest extent permitted by law, Coughlin Porter Lundeen's total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this agreement from any cause or causes shall be the lesser of the amount of insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

6.3 No Principal or employee of Coughlin Porter Lundeen shall incur personal liability to any other party, for an act, error, or omission related to this Agreement.

**7. Insurance**

7.1 Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

7.2 Coughlin Porter Lundeen shall procure Professional Liability Insurance in the amount of \$2,000,000 per claim and in the aggregate for the duration of the Project. Any proposed increase in the amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Coughlin Porter Lundeen.

**8. Termination**

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The notice shall provide a reasonable time of no less than five business days to cure any alleged default.

**9. Opinion of Probable Costs**

Coughlin Porter Lundeen will not provide opinions of probable costs for this project.

**10. Choice of Law/Assignment**

This Agreement shall be governed by the laws of the State of Washington, without reference to its laws regarding choice of law. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

**11. Site Safety**

As part of its scope of work, Coughlin Porter Lundeen may perform construction phase services. Coughlin Porter Lundeen however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Coughlin Porter Lundeen be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

**12. No Third Party Beneficiary**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Coughlin Porter Lundeen. Neither Coughlin Porter Lundeen's administration of the contract between the Client and the contractor, nor any acts by Coughlin

Porter Lundeen in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

**13. Entire Agreement**

This Agreement represents the entire and integrated agreement between Client and Coughlin Porter Lundeen and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Coughlin Porter Lundeen.

January 5, 2026

Jordan Kiel  
Bassetti Architects  
71 Columbia St, Ste 500  
Seattle, WA 98104

**RE** *JTA Haines Place Park & Ride  
Proposal for Civil Engineering Services*

Dear Jordan:

We appreciate the opportunity to submit our proposal for Civil Engineering services for the Jefferson Transit Authority (JTA) Haines Place Park and Ride project in Port Townsend, Washington. We look forward to working with Bassetti Architects and JTA.

### **Project Understanding**

The JTA Haines Place Park and Ride will redevelop the existing park and ride facility located in Port Townsend. The proposed project will consist of approximately 2.5 acres of site development, reorienting the bus drop off and pick up of passengers, demolish existing structures, and add a new 2850 square-foot building to be used as a driver's lounge and office space.

The anticipated total project MACC is unknown.

### **Schedule**

The project schedule is assumed to be 4 months beginning in January 2026 and ending in April 2026.

### **Scope of Work**

Comprehensive civil engineering services will be provided for JTA Haines Place Park and Ride. Our specific scope of work is provided below:

- I. Schematic Design (SD)**
  - A. Review geotechnical report and recommendations. Recommend further geotechnical study, if appropriate.
  - B. Based on the Concept Site Plan, prepare schematic designs of site grading, drainage, sewer conveyance, water, and fire systems.
  - C. Provide technical support to the design team regarding site upgrades.
  - D. Establish civil design criteria and coordinate with Port Townsend for development requirements.
  - E. Coordinate with the Architect and Landscape Architect to design the site to maximize the use of Low Impact Design.
  - F. Prepare Schematic Design drawings for Owner and design team review.
  - G. Prepare outline Civil Specifications.
  - H. Meet with project team to review schematic design and coordinate work.
  - I. Attend pre-application meetings with Port Townsend as appropriate.
  - J. Provide turning diagrams for vehicle access to the proposed site.

**II. Design Development (DD)**

- A. Based on Owner-approved Schematic Plans and coordination with project team, refine design of the proposed grading, drainage, and utilities plans and prepare the following Design Development drawings:
- Site Demolition Plan
  - Temporary Sedimentation and Erosion Control (TESC) Plan
  - Grading Plan
  - Drainage Plan including preliminary sizing and design of the storm drainage detention and water quality treatment systems.
  - Paving Plan
  - Utilities Plan
  - Detail and Note Sheets as necessary.
- B. Prepare draft specifications for the civil portion of the project scope.
- C. Incorporate Geotechnical Engineer's recommendations into the plans and specifications.
- D. Continue coordination with the City of Port Townsend.
- E. Provide responses to Site Civil related items on the SEPA checklist.

**III. Construction Documents (CD)**

- A. Based on Owner-approved Design Development plans, coordination with project team, and Port Townsend comments, refine design and prepare Construction Documents. The preliminary list for construction drawings includes the following:
- Site Demolition Plan
  - Temporary Sedimentation and Erosion Control (TESC) Plan
  - Grading Plan and Sections
  - Drainage Plan and Profile, including design of the flow control and water quality treatment systems
  - Paving and Horizontal Control Plan
  - Utilities Plan and Profiles
  - Details and Note Sheets as necessary
- B. Prepare Site Development Permit documents such as Civil Engineer Plans, Drainage Report, and SWPPP to be submitted to the city of Port Townsend for review. Please note that this scope assumes the standard round of review comments. If, during permit review, the City contradicts direction provided earlier, an additional service may be needed.
- C. Prepare specifications for the civil portion of the project scope.
- D. Continue to meet with project team to review and coordinate project design.
- E. Prepare one Bid Packages which will include Civil Engineering Drawings and Specifications.

**IV. Construction Administration and Closeout (CA)**

- A. Attend pre-construction meeting.
- B. Review project submittals.
- C. Provide answers to construction questions.
- D. Attend weekly OAC meetings *virtually*.
- E. We have allowed for a maximum of four site visits during construction. Additional visits, if required, can be provided as an Additional Service.
- F. Prepare preliminary punch list.
- G. Backcheck punch list items virtually via photos.
- H. Prepare Record Drawings based on Contractor markups and post-construction surveys.

## Civil Engineering Basic Service Description per Design Scope

- I. Temporary Erosion and Sedimentation Control Plans and Details  
We will prepare TESC plans and calculations as required to obtain a permit through the City of Port Townsend. The extent of our TESC scope includes the site development.
- II. Site Grading Plans and Earthwork Analysis  
We will assist in coordinating the site grades to establish optimum finish floor elevations, promote positive drainage away from buildings, facilitate vehicular and pedestrian access, and match existing grades surrounding the site. We will analyze the required cut and fill for the site development based on site constraints, project scheduling, and on information provided by the geotechnical engineer. We will also prepare plans and sections for permitting and construction.
- III. Site Paving Plans and Details  
We will analyze vehicular turning requirements through the Site Plan and work with the team to modify access drives as necessary. We will provide pavement plans and details based on geotechnical recommendations. Specialty finishes and materials in pedestrian areas are not included in our scope.
- IV. Storm Water Plans and Calculations  
We will provide calculations and design for the storm water system conforming to City requirements and create storm water management plans and profiles based on our calculations. The extent of our Stormwater scope includes the stormwater design associated with site development per corresponding building development phase and an existing discharge point to the north.
- V. Water and Sewer Plans  
We will prepare water and sewer plans to provide the project with domestic water, fire hydrant protection, fire service, and sewer conveyance services. We assume that no lift station will be necessary for the side sewer connection to the sewer main.
- VI. Horizontal Control Plans  
We will create control plans to locate the building and other site elements, including access drives from the right-of-way to the pedestrian areas surrounding the school; we anticipate the Landscape Architect will provide horizontal control between the back of curbs in the parking areas to the proposed buildings. We will also locate drainage structures and features and utilities.
- VII. Civil 3D Modeling and Coordination  
We will coordinate with Bassetti to establish a *shared coordinate system* that will align all models in the same location and orientation. We will provide Civil 3D grading and utilities including water, sewer, and storm systems and publish this data to Autodesk BIM Collaborate for project coordination.

Though not included in our basic services, we can discuss with the Team if there is value in providing Civil 3D models for other utilities such as electrical, data, or mechanical systems routed through the site.

## Civil Engineering Additional Services

### I. Storm Drainage Report

We will provide a Storm Drainage Report for permit submittal documenting our calculations and describing conformance to the Core Requirements of the 2019 Department of Ecology Stormwater Management Manual for Western Washington per Port Townsend's requirements. This scope includes the following:

- Qualitative, quantitative, and graphic descriptions of the proposed storm drainage system.

- Downstream Analysis (DSA) for all discharge points, including field visits following the drainage flow path for ¼-mile downstream of the site and research on critical areas and drainage complaints for 1 mile surrounding the site.
- Flow Control (detention)
- Low Impact Development (LID) Practices: Code requires the implementation of LID practices to the Maximum Extent Feasible (MEF).
- Water Quality Treatment
- Conveyance System: Analysis and documentation of the capacity and overflow conditions for the conveyance system will be provided in the report.
- Maintenance and Operations manuals for the storm systems will be included in the report.

**Fee Proposal**

We will bill for our services at our hourly rates not to exceed the maximum amounts listed below:

PHASE	AMOUNT
Design	\$15,000
Design Development (DD)	\$20,000
Construction Documentation (CD)	\$30,000
Construction Administration and Closeout (CA)	\$20,000
<b>Total Base Fee</b>	<b>\$85,000</b>

NO.	ADDITIONAL SERVICE	AMOUNT
I	Stormwater Drainage Report	\$18,000
<b>TOTAL</b>		<b>\$18,000</b>

**Reimbursables**

We anticipate reimbursables to a maximum of \$1,000 for this project.

**Exclusions**

We are excluding lift station design, landscape, lighting, power and communication relocation and service connection, easement preparation, and structural design including site walls from this proposal. We request that the topographic survey provided by others be in an AutoCAD format so that we can use it as part of our base map drawing.

**Closing**

This proposal is based on the project description noted in this letter. We anticipate entering into a contract with Bassetti based upon the Standard AIA document C141. We have enclosed a partial Schedule of Conditions intended to serve as an addendum to the Anticipated AIA contract.

We appreciate the opportunity to work with you and to submit this proposal for the JTA Haines Place Park and Ride Project. Please call if we can be of further assistance.

Sincerely,

**COUGHLIN PORTER LUNDEEN, INC.**

A handwritten signature in black ink that reads "Jackie Sempel". The signature is written in a cursive, flowing style.

Jackie Sempel, P.E.  
Associate Principal

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## Schedule of Conditions

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The services and compensation of Coughlin Porter Lundeen, Inc. are based on the following conditions unless otherwise noted in the accompanying proposal. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded. Authorization for Coughlin Porter Lundeen to proceed constitutes agreement to these terms and conditions.

### 1. Hourly Charges for Personnel

I. Personnel will be charged at the following rates when hourly billing is applicable:

\$250	Principal	\$145	Engineer III
\$240	Associate Principal	\$120	Engineer IV
\$235	Associate	\$175	Project Administrator
\$235	Senior Project Manager	\$175	BIM Coordinator
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\$185	Project Engineer II	\$105	BIM Technician III
\$160	Engineer I	\$95	Administration
\$150	Engineer II	\$95	Intern

These rates are in effect for a 12-month period, subject to annual increases, which typically take place in January of each year. Excluded from these rates is work involving expert witness testimony, litigation, or negotiating claims settlements.

### 2. Reimbursable Expenses

- 2.1 Expenses and services not directly provided by Coughlin Porter Lundeen will be charged at 1.1 x cost. Reimbursable expenses include travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during the course of our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.
- 2.2 Mileage for traveling in excess of 25 miles each way will be billed at the current IRS reimbursement rate.
- 2.3 All drawing submittals will be provided to the Architect or reprographics company in the form of electronic .pdf files. In-house plotting and physical delivery of drawings is not anticipated and will be subject to plotting and delivery charges. Any and all plotting performed by a reprographics company will be paid directly by the client. Any reprographics charges initially paid by Coughlin Porter Lundeen are subject to the reimbursable paragraph above.
- 2.4 The receipt of milestone and scheduled coordination printings is a crucial part of the design process, allowing for review of progress made by the architect and other team members. Access to electronic files is not an equal replacement of such hard copy printings. We have not allowed for the cost of large-scale plotting of electronic data if milestone and/or coordination printings are withheld as a cost-savings measure or for any other reason.

### 3. Billing

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred by Coughlin Porter Lundeen in collecting delinquent accounts shall be paid by the Client.

- 3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, Coughlin Porter Lundeen may suspend performance of services upon five (5) calendar days' notice to the Client. Coughlin Porter Lundeen shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. When work is resumed, Coughlin Porter Lundeen shall be compensated as an additional service for expenses incurred in the interruption and resumption of Coughlin Porter Lundeen's services. Coughlin Porter Lundeen's fees for the remaining services and the time schedule shall be equitably adjusted.

#### **4. Dispute Resolution**

- 4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Coughlin Porter Lundeen agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 4.2 Should the dispute not be resolved by nonbinding mediation, it shall be litigated. The parties agree that any appropriate state or federal district court located in Seattle, Washington shall have exclusive jurisdiction over any case, controversy, or dispute arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such dispute. The parties consent to such jurisdiction for all purposes (both personal and subject matter). If any claims in a dispute raised by the Client involve allegations of negligence or the breach of the standard of care, thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to Coughlin Porter Lundeen a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing services under similar circumstances. The provision of such written certification is a condition precedent to initiating any legal proceeding or action against Coughlin Porter Lundeen alleging or relating to negligence or a breach of the standard of care.
- 4.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, as that term is defined in RCW 4.16.310, for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final invoice for payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 7.1, upon the date Coughlin Porter Lundeen terminates services on the Project.

#### **5. Standard of Care**

- 5.1 Services provided by Coughlin Porter Lundeen under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the services are provided. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

#### **6. Risk Allocation/Limit of Liability**

- 6.1 Coughlin Porter Lundeen shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused.
- 6.2 The Client agrees that to the fullest extent permitted by law, Coughlin Porter Lundeen's total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this agreement from any cause or causes shall be the lesser of the amount of insurance then

available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

- 6.3 No Principal or employee of Coughlin Porter Lundeen shall incur personal liability to any other party, for an act, error, or omission related to this Agreement.

## **7. Insurance**

7.1 Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

7.2 Coughlin Porter Lundeen shall procure Professional Liability Insurance in the amount of \$2,000,000 per claim and in the aggregate for the duration of the Project. Any proposed increase in the amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Coughlin Porter Lundeen.

## **8. Termination**

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The notice shall provide a reasonable time of no less than five business days to cure any alleged default.

## **9. Verification of Existing Conditions**

9.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Coughlin Porter Lundeen shall not be liable for any costs or damages incurred by any person or entity resulting from concealed or unknown conditions. Client shall require contractor to be responsible for verifying all utility locations prior any excavation.

9.2 In addition, Coughlin Porter Lundeen shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

## **10. Opinion of Probable Costs**

Coughlin Porter Lundeen will not provide opinions of probable costs for this project.

## **11. Choice of Law/Assignment**

This Agreement shall be governed by the laws of the State of Washington, without reference to its laws regarding choice of law. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

## **12. Site Safety**

As part of its scope of work, Coughlin Porter Lundeen may perform construction phase services. Coughlin Porter Lundeen however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Coughlin Porter Lundeen be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

## **13. No Third Party Beneficiary**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Coughlin Porter Lundeen. Neither Coughlin Porter Lundeen's administration of the contract between the Client and the contractor, nor any acts by Coughlin Porter Lundeen in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

**14. Entire Agreement**

This Agreement represents the entire and integrated agreement between Client and Coughlin Porter Lundeen and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Coughlin Porter Lundeen.

**RESOLUTION NO. 26-07**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO AMEND PROFESSIONAL SERVICES AGREEMENT 2025-06 WITH BASSETTI ARCHITECTS TO INCLUDE ADDITIONAL SERVICES FOR THE HPTC REDESIGN PROJECT DESIGN PHASE.**

**WHEREAS**, Jefferson Transit Authority (JTA) is undertaking the redesign of the Haines Place Transit Center and associated site improvements to support current and future operational needs; and

**WHEREAS**, Bassetti Architects was retained under a professional services agreement in 2025 to provide preliminary design services for this project in the amount of \$80,000, of which \$57,223 remains unspent; and

**WHEREAS**, to advance the project through final design, permitting, and construction documentation, Bassetti Architects has submitted a proposal for Phase Two services totaling \$476,588, with an amended total of \$419,365 accounting for the unspent portion of the original agreement; and

**WHEREAS**, the Board finds it to be in the best interest of JTA to authorize this contract amendment to maintain project momentum and deliver a fully designed and ready-to-bid project;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Jefferson Transit Authority as follows:

Section 1. The General Manager is hereby authorized to execute an amendment to the professional services agreement with Bassetti Architects in the amount of \$396,588, for a revised total contract not-to-exceed amount of \$419,365, to complete Phase Two design services for the Haines Place Transit Center Redesign.

Section 2. The General Manager is further authorized to take all necessary steps to implement this resolution, including approving minor administrative changes to the contract scope or amount, so long as they do not exceed the authorized budget.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting thereof, held this 17<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Nicole Gauthier Title: General Manager Department: Administration

**AGENDA ITEM:**

Resolution 26-04: Proposed Transit Advisory Group (TAG) Bylaws Amendments

**ATTACHMENTS:**

Red line copy and clean copy of bylaws amendments

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Funding Source
<input type="checkbox"/> Operating Budget			N/A
<input type="checkbox"/> Capital Budget			

**SUMMARY**

The proposed bylaw amendments are as follows:

Section 3.1a) - Add 'draft technical documents' to the section

Section 5.3 - Change the wording in the lobbying section

Section 6.3 - Change unexcused absences from two to three that constitutes resignation from TAG

Section 7.4 - Change 'subcommittee' to 'task force' and add a list of task force requirements

**RECOMMENDED ACTION**

To approve Resolution 2604, adopting the proposed amendments to the TAG bylaws in Sections 3.1a, 5.3, 6.3, and 7.4.

REVIEWED BY: Nicole Gauthier

**JEFFERSON TRANSIT AUTHORITY  
TRANSIT ADVISORY GROUP  
BYLAWS**

**Purpose**

The purpose of this document is to declare the duties of the Transit Advisory Group (TAG or Group) and adopt rules for the transaction of business of the Group.

**Mission Statement**

It is the mission of the Jefferson Transit Authority (JTA) Transit Advisory Group to advocate for public transit and to serve as a resource to the Jefferson Transit Authority Board in accomplishing Jefferson Transit Authority's mission and goals.

**SECTION I - AUTHORITY AND REPRESENTATIVE INTERESTS**

1.1 - The TAG shall serve in an advisory capacity to the JTA Board. It is understood that any actions or recommendations of the TAG are strictly advisory. Said Group shall be composed of not more than eleven (11), or less than five (5) members. Members of the TAG shall serve without compensation.

1.2 - It is in the best interest of JTA that the membership of the TAG reflect a diverse and wide representation. The JTA Board expects that the TAG members will introduce and talk about JTA in as many venues as are open to the members. In that regard, the membership may include, but shall not be limited to, representatives of the following interests, groups, or areas:

1.3 Representative Interests

- Citizens representing diverse geographic areas of Jefferson County.
- Citizens representing diverse transit service users.
- Regular users or commuters; Disabled users; Dial-A-Ride (DAR) users; Van Pool users
- Mental Health Community
- Business/Economic Development Organizations
- Major Employers/Business Owners
- Private for-profit senior/disabled provider
- Public sector senior/disabled provider
- Private non-profit senior/disabled provider
- Medical Community Staff
- Educational Community/Parent Organizations
- School District Staff
- Ethnic Community Organizations
- Financial Community
- Other Community Based Organizations
- Law Enforcement
- Recreational/Bicycling/Pedestrian Advocate
- Student, High School

- Student, Post-Secondary
- Visitor Information Centers Staff
- Ferry Riders
- District 2 & 3 in County Residents
- Accessibility Community
- Community Members under the age of 25

**SECTION II -TAG STANDING RULES**

2.1 - The JTA Board shall have the power to appoint or remove any members of the TAG. A member of the TAG may represent more than one representative interest, (i.e. Dial-A-Ride rider and a citizen of Port Townsend.) JTA will advertise openings on the TAG on the JTA website [www.jeffersontransit.com](http://www.jeffersontransit.com).

2.2 - Residency Requirement, Nomination, and Confirmation Process

Unless otherwise specifically provided by applicable resolution or motion, or as may be required by federal or state law, the following requirements apply to all members of the TAG:

A. Membership applications will be sent to all who have requested an application, and they will also be available at the JTA Administration Office, the Haines Place Transit Center, and on the JTA website <https://jeffersontransit.com>

B: Each person at the time of application—and continuing uninterrupted thereafter while serving on the TAG—shall be a resident of and/or work in Jefferson County.

C. All applications received shall be reviewed by the TAG for recommendation for appointment by the Board. The JTA Board will vote to appoint any new TAG members.

D. Each person shall be deemed appointed and shall commence service after confirmation by the JTA Board, or on the effective date of the previous member’s resignation, or on the expiration of the existing term for the position, as applicable.

E: The TAG member will be a voting member of the Group following the date their application is approved by the JTA Board.

F. Membership shall constitute a cross section of representative interests as described in Section I. The JTA Board values community diversity among members serving on its Transit Advisory Group.

G. Prior to recommendation to the full JTA Board, all nominees shall be subject to a criminal background check, the results of which will not necessarily disqualify a candidate for TAG membership.

### **SECTION III - POWERS AND DUTIES**

3.1 - The TAG, under or at the direction of the General Manager, may be authorized and empowered to act as a research and fact-finding agency of the JTA Board and shall maintain appropriate confidentiality in regard to issues shared by the JTA Board, or JTA staff. Any actions or recommendations of this Group are strictly advisory. To that end, it may undertake such surveys, analysis, research and reports as may be generally authorized or requested by the JTA Board. In addition, the TAG is further empowered and authorized as follows:

- a) To review significant policy decisions and draft technical documents as requested by the JTA Board and the General Manager including major service changes, fare policy, the development of public and customer facilities, major service policy changes, and such other issues or concerns that may impact the public and customer relations of JTA, as well as to make recommendations to the JTA Board upon these issues and concerns.
- b) To support the efforts of the JTA Board to increase public understanding and confidence in the benefits of public transportation. To increase recognition of the link of public transportation to the economic vitality and overall health and quality of life of the JTA district;
- c) To support and help facilitate the efforts of the JTA Board to improve communication with community and local business leaders concerning the impact of JTA programs;
- d) To review ridership and customer service programs in order to identify and recommend practices and technologies that increase ridership and improve customer services. To identify and recommend programs, practices, and technologies that assist riders in the use of fixed route, Dial-A-Ride, and Vanpool services
- e) The TAG is an advisory group and, therefore, it is strictly understood that all recommendations by the TAG are advisory only and do not constitute an action or obligation of the JTA Board or of any JTA employees. In this capacity, the TAG is not authorized to act as an agent of JTA or to contract or incur any obligations on behalf of JTA.

### **SECTION IV – TERM LENGTHS OF APPOINTEES**

4.1 – The scope of TAG terms shall be subject to the following rules:

- a) The term of office of each person appointed to membership on said Group shall be two (2) years, limited to three (3) consecutive terms; with consideration available for additional terms. Terms will start upon appointment and run through December of the terminal year. If a member leaves before their term expires, a new member shall be appointed to fill the remaining term, and the new member may serve up to three consecutive terms thereafter.

- b) At the expiration of a member's term, the member may resign or ask to be appointed for another term. TAG would need to recommend appointment to the Board and the Board would vote to confirm appointment.

#### **SECTION V- VACANCY AND CONFLICT POLICY**

5.1 - Vacancies that occur other than through the expiration of a term may be filled for the unexpired term. Nominations for appointment to the TAG may be proposed by the representative interest group as may be appropriate, and shall be submitted to the JTA Board for consideration of appointment. Nominees may also be proposed by the individual members of the JTA Board. Insofar as possible, representation shall take into account geographical diversity, whether the individual is a user or non-user of public transportation services, and population demographics. Appointment shall be made without respect to political affiliation.

5.2 - Any member of the TAG having an interest in any matter being considered by the TAG, which would tend to prejudice his or her action shall so publicly indicate and refrain from the deliberations or voting upon such matter. In addition, should the circumstances arise, each member of the TAG shall ensure that his or her actions do not violate the Appearance of Fairness Doctrine.

5.3 - The members of the TAG shall not lobby representing themselves as JTA Staff, Board Members, or ~~otherwise~~ attempt to influence legislation or elected officials without specific JTA approval.

#### **SECTION VI - MEETINGS**

6.1 - The Group shall hold a minimum of six (6) regular meetings each calendar year. The time and place of TAG meetings shall be established on a yearly, published calendar All regular meetings of the Group shall be open to the public at the Authority's offices at 63 Four Corners Road, Port Townsend, WA.

6.2 - Agendas will be prepared for all meetings by the Chairperson. Items may be placed on the agenda by the Chairperson, in collaboration with JTA staff.

6.3 - It is the responsibility of a TAG member to inform the Recording Secretary whether or not they can attend a regular meeting. Unexcused absences from ~~two~~ three regular meetings in a twelve-month period shall constitute resignation from the TAG.

6.4 - At each regular meeting of the TAG, when a quorum is present, the Chairperson shall report the names of the members in attendance. Those members who asked in advance to be excused shall be considered excused.

6.5 - Any member, whose absence was considered as unexcused, may ask for reconsideration at the next TAG meeting when a quorum is present. Such requests shall not be unreasonably denied.

6.6 - The Group shall comply with the requirements of the Washington State Open Public Meetings Act RCW 42.30 and Public Record Act RCW 42.56. Upon appointment, all TAG members shall complete Open Public Meetings Act and Public Records Act trainings..

6.7 - A quorum shall consist of a majority of the currently appointed members (half of membership plus one).

6.8 - The rules contained in Roberts Rules of Order Revised, shall govern the Advisory Group in all cases to which they are applicable and in which they are not inconsistent with these Standing Rules.

6.9 - Remote Attendance. The Group recognizes the benefits of the fullest practicable attendance and participation by its members. Members may participate and conduct the public's business by means of remote communication. Remote attendance may occur as follows:

1. Members will have satisfactory equipment to participate in the meeting. Satisfactory equipment shall mean any telephone or other device equipped with a speaker function capable of broadcasting the Member's voice clearly and sufficiently enough to be heard by those in attendance at the meeting. The device must allow the Member to pose and answer questions.
2. During any meeting that a Member is attending via remote communications, the Chair or presiding officer shall state the name of the Member attending via remote communication.
3. Members attending via remote communication may participate and vote during the meeting as if they were physically present at the meeting.
4. Participation in accordance with these provisions shall constitute attendance within the meaning of these Bylaws. Remote attendance by the Group shall be by virtual meeting and include access to information provided to participating Group Members, staff, and members of the public at least 24 hours in advance of a regularly scheduled meeting. Individuals attending at the designated physical location or a remote location where the public can listen to the discussions and participate, shall have access to attend virtual meetings, and view any on-screen information, in accordance with the requirements of RCW 42.30 (Open Public Meetings Act), ensuring transparency and public participation.

6.10 – The JTA Clerk shall provide copies of these Bylaws to each member of the TAG upon appointment. It is the responsibility of all TAG members to have comprehensively read these Bylaws before attending their first official TAG meeting. Time shall be set aside in each meeting following a new appointment, to address questions from TAG members regarding the Bylaws and their interpretation.

## **SECTION VII – OFFICERS AND STAFF**

7.1 - The TAG shall elect its own officers from among its members and create and fill such other offices as it may determine that its needs require. Said Group shall adopt rules for the transaction of the business of the TAG.

7.2 - Officers of the Advisory Group shall consist of a Chairperson and a Vice Chair to be elected by the Advisory Group at the first meeting of each calendar year or as needed to serve a one year term commencing January 1. The duties of Officers shall be as follows:

**Chairperson.** It is the duty of the Chair to call the meeting to order at the appointed time, to preside at all the meetings, to announce the business before the Group in its proper order, to state and put all questions properly brought before the Group, to preserve order and decorum, and to decide all questions of order. It is the Chairperson's duty to ensure that all TAG members understand the Bylaws, as outlined in Section 6.10. The Chairperson is the designated TAG liaison to the JTA Board. The Chairperson may provide optional, periodic summaries of significant TAG activities in writing to the JTA Board.

**Vice Chair.** In the absence of, or by the direction of the Chairperson, the Vice-Chair shall perform all duties of the Chairperson as stated in the preceding paragraph.

7.3 -Staff shall consist of the General Manager or designee and the Clerk/ Recording Secretary. Staff shall acquire meeting facilities and equipment..

**General Manager.** The General Manager or a representative appointed by the General Manager for such purpose shall serve as a non-voting member of the TAG and shall be the principal staff support to the TAG.

**Clerk/Recording Secretary.** A JTA staff member will be appointed as Clerk/Recording Secretary to the Advisory Group by the JTA General Manager. The duties of the Clerk/Recording Secretary shall be to distribute meeting agendas and supporting documents and to keep written records of TAG meetings, transactions, findings, and determinations, have charge of all records, which shall be public records, and perform other administrative support as needed. The record of the TAG meetings shall be provided to the JTA Board.

7.4 - The TAG shall have the ability to form ~~sub-committees~~ task forces as needed. Establishment of a task force requires a vote by the TAG. A task force is a temporary, short-term group that would explore a specific transit issue. Task forces must include a minimum of 3 members but not constitute a quorum, and adhere to the following:

1. Align with the TAG mission statement and by-laws.
2. Include a JTA Staff Liaison to coordinate meeting times and places, take notes, and serve as a non-voting member.
3. Develop up to 5 written recommendations for TAG and JTA Board consideration.
4. All task forces will automatically disband within three months of the TAG vote to establish them.

7.5 - A JTA Board Liaison shall be available to the TAG for the purpose of providing a constructive relationship with the JTA Board without implying direction, review, or oversight of the activities of the TAG. The JTA Board Chairperson will make an appointment recommendation to the full JTA Board for said appointment. The Board Liaison should review the Group's meeting agendas, minutes, and stay apprised of the Group's work. The Board Liaison can attend TAG meetings as appropriate, but is not a voting member of the TAG.

### **SECTION VIII – AMENDMENTS**

8.1 - No amendment to these Bylaws shall be permitted without JTA Board approval. The TAG may recommend Bylaw changes to the JTA Board.

**JEFFERSON TRANSIT AUTHORITY  
TRANSIT ADVISORY GROUP  
BYLAWS**

**Purpose**

The purpose of this document is to declare the duties of the Transit Advisory Group (TAG or Group) and adopt rules for the transaction of business of the Group.

**Mission Statement**

It is the mission of the Jefferson Transit Authority (JTA) Transit Advisory Group to advocate for public transit and to serve as a resource to the Jefferson Transit Authority Board in accomplishing Jefferson Transit Authority's mission and goals.

**SECTION I - AUTHORITY AND REPRESENTATIVE INTERESTS**

1.1 - The TAG shall serve in an advisory capacity to the JTA Board. It is understood that any actions or recommendations of the TAG are strictly advisory. Said Group shall be composed of not more than eleven (11), or less than five (5) members. Members of the TAG shall serve without compensation.

1.2 - It is in the best interest of JTA that the membership of the TAG reflect a diverse and wide representation. The JTA Board expects that the TAG members will introduce and talk about JTA in as many venues as are open to the members. In that regard, the membership may include, but shall not be limited to, representatives of the following interests, groups, or areas:

1.3 Representative Interests

- Citizens representing diverse geographic areas of Jefferson County.
- Citizens representing diverse transit service users.
- Regular users or commuters; Disabled users; Dial-A-Ride (DAR) users; Van Pool users
- Mental Health Community
- Business/Economic Development Organizations
- Major Employers/Business Owners
- Private for-profit senior/disabled provider
- Public sector senior/disabled provider
- Private non-profit senior/disabled provider
- Medical Community Staff
- Educational Community/Parent Organizations
- School District Staff
- Ethnic Community Organizations
- Financial Community
- Other Community Based Organizations
- Law Enforcement
- Recreational/Bicycling/Pedestrian Advocate
- Student, High School

- Student, Post-Secondary
- Visitor Information Centers Staff
- Ferry Riders
- District 2 & 3 in County Residents
- Accessibility Community
- Community Members under the age of 25

**SECTION II -TAG STANDING RULES**

2.1 - The JTA Board shall have the power to appoint or remove any members of the TAG. A member of the TAG may represent more than one representative interest, (i.e. Dial-A-Ride rider and a citizen of Port Townsend.) JTA will advertise openings on the TAG on the JTA website [www.jeffersontransit.com](http://www.jeffersontransit.com).

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D. Each person shall be deemed appointed and shall commence service after confirmation by the JTA Board, or on the effective date of the previous member’s resignation, or on the expiration of the existing term for the position, as applicable.

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F. Membership shall constitute a cross section of representative interests as described in Section I. The JTA Board values community diversity among members serving on its Transit Advisory Group.

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- b) To support the efforts of the JTA Board to increase public understanding and confidence in the benefits of public transportation. To increase recognition of the link of public transportation to the economic vitality and overall health and quality of life of the JTA district;
- c) To support and help facilitate the efforts of the JTA Board to improve communication with community and local business leaders concerning the impact of JTA programs;
- d) To review ridership and customer service programs in order to identify and recommend practices and technologies that increase ridership and improve customer services. To identify and recommend programs, practices, and technologies that assist riders in the use of fixed route, Dial-A-Ride, and Vanpool services
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member leaves before their term expires, a new member shall be appointed to fill the remaining term, and the new member may serve up to three consecutive terms thereafter.

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2. Include a JTA Staff Liaison to coordinate meeting times and places, take notes, and serve as a non-voting member.

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### **SECTION VIII – AMENDMENTS**

8.1 - No amendment to these Bylaws shall be permitted without JTA Board approval. The TAG may recommend Bylaw changes to the JTA Board.

**RESOLUTION NO. 26-04**

**A RESOLUTION TO APPROVE RECOMMENDATIONS FROM THE TRANSIT ADVISORY GROUP TO  
UPDATE THE BYLAWS**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) responsibility is to review, ensure compliance, with the Transit Advisory Groups (TAG) bylaws in alignment with the organization's mission and legal requirements; and

**WHEREAS**, the TAG has submitted recommendations to update the organization's bylaws to better align with current governance practices and procedures; and

**NOW, THEREFORE, BE IT RESOLVED;** the Board does hereby approve the recommended updates to the TAG bylaws.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting thereof, held this 17<sup>th</sup> Day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Jayne Brooke Title: Grants & Procurement Department: Finance

**AGENDA ITEM:**

Resolution 26-05: Authorization for the General Manager to sign a contract, not to exceed \$50,000, with Madison Avenue Collective.

**ATTACHMENTS:**

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?  Y  N      Funding Source Local Funds

Operating Budget

Capital Budget

**SUMMARY**

This resolution would authorize the General Manager to sign and execute a contract with Madison Avenue Collective to retain their services in assisting JTA with a complete agency rebrand.

**RECOMMENDED ACTION**

Motion to approve Resolution 26-05: Authorizing the General Manager to execute a contract with Madison Avenue Collective.

REVIEWED BY: Nicole Gauthier

**RESOLUTION NO. 26-05**

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH MADISON AVENUE COLLECTIVE NOT TO EXCEED \$50,000 FOR THE PURPOSE OF CONDUCTING A REBRAND OF JEFFERSON TRANSIT AUTHORITY.**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) has the authority to authorize the General Manager to sign and execute contracts over \$25,000; and

**WHEREAS**, JTA has identified the need to rebrand the agency to increase public awareness and improve perception; and

**WHEREAS**, a Request for Proposals has been released, and fifteen responses were received and evaluated; and

**WHEREAS**, Madison Avenue Collective was the highest scoring firm and has been selected to assist Jefferson Transit with its rebrand project;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Jefferson Transit Authority that:

Section 1. The General Manager is hereby authorized to execute a contract with Madison Avenue Collective, for the purpose of assisting Jefferson Transit with its rebrand project, in an amount not to exceed \$50,000.

Section 2. The General Manager is further authorized to take all necessary steps to implement this resolution, including making administrative changes to the contract that do not materially alter its terms or exceed the authorized funding.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting thereof, held this 17<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# Authority Board - Agenda Summary

- Regular Business Meeting
- Special Business Meeting

**MEETING DATE:**

February 17, 2026

Submitted By: Jayne Brooke Title: Grants & Procurement Department: Finance

**AGENDA ITEM:**

Resolution 26-06: Adoption of a Facility Use Agreement

**ATTACHMENTS:**

Draft Facility Use Agreement

**BUDGET INFORMATION (if applicable):**

Is it Budgeted?  Y  N                      Funding Source

Operating Budget

Capital Budget

**SUMMARY**

This resolution would authorize the adoption of a Facility Use Agreement for local public agencies and nonprofits wishing to rent the Jefferson Transit Boardroom.

**RECOMMENDED ACTION**

Motion to approve Resolution 26-06: Adopting the proposed Facility Use Agreement.

REVIEWED BY: Nicole Gauthier



## **FACILITY USE AGREEMENT**

### **Jefferson Transit Authority (JTA) – Boardroom**

This Facility Use Agreement (“Agreement”) is entered into as of / / , by and between Jefferson Transit Authority, a Washington public transportation benefit area organized under RCW 36.57A (“JTA”), and [Name of Organization / Individual] (“Applicant” or “User”). Permission to use a particular facility may be denied based upon availability, or if JTA, in its sole discretion, concludes that the proposed activity is not in the public’s best interest; however, no applicant shall be denied use of the facilities because of race, creed, color, sex, origin, or any other protected class under applicable law.

Facility users are limited to other public agencies and certain non-profit corporations that meet JTA’s conditions for use of their facilities. JTA may charge an administrative fee to recover any costs to JTA associated with making its facilities available to a particular user. Applicant understands and agrees that it accepts full responsibility for any loss or damage arising from, connected to, or associated with its application and use of JTA facilities. Applicant further agrees that JTA may deny use of JTA facilities at any time if JTA determines, in its sole discretion, that it is not in JTA’s best interest, or the interest of the public, to permit applicant to use its facilities.

### **Facility and Use**

JTA grants User a revocable license to use the Jefferson Transit Authority Boardroom located at 63 4 Corners Road, Port Townsend, solely for the purpose described below, for the time specified, and subject to the terms of this Agreement.

### **Date, Time, and Purpose**

Date(s): \_\_\_\_\_

Time: From \_\_\_\_\_ to \_\_\_\_\_

Note: Use after JTA business hours may require special conditions as determined by JTA, such as sufficient User staff or security depending on the intended use.



**Purpose of Use** (describe in detail; attach additional page if necessary):

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**Maximum Occupancy**

The maximum occupancy of the boardroom is forty-five (45) persons. User shall not exceed this limit at any time.

**FACILITY RENTAL FEES**, if charged, will be as stated below. Payment of charges shown on the application form is to be made to JTA prior to use. Additional charges may be levied to cover the cost of services not covered in the original agreement or for damages. JTA reserves the right to require and charge for custodial and/or other authorized JTA employees to be on the premises if necessary. A security deposit may be required in addition to charges for facilities at JTA’s discretion.

Facility Use Fee: \$100 per four (4) hour block

Payment Due Date: / /

Nonpayment may result in cancellation.

**Equipment and Property Responsibility**

User may use JTA-owned furniture and audiovisual equipment (“JTA Equipment”) as approved. User accepts full responsibility for the proper use, care, and condition of the facility and all JTA Equipment and agrees to reimburse JTA immediately for any loss or damage caused by User or its participants, guests, employees, or contractors, excluding ordinary wear and tear.

**Prohibited Activities**

Alcoholic beverages, illegal drugs, smoking, and vaping, are strictly prohibited on the premises. Also, any activity that disrupts JTA operations or violates applicable safety standards is prohibited. User shall immediately report to JTA any such activities.

**Compliance with Laws and Policies**

User shall comply with all applicable federal, state, and local laws, regulations, and all JTA policies and staff instructions. User shall immediately report to JTA any such violations.



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### **Indemnification**

To the fullest extent permitted by Washington law, User shall indemnify, defend, and hold harmless JTA, its commissioners, officers, employees, agents, and volunteers from any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or related to User's use of the facility or any act or omission of User or its participants.

### **Insurance**

User is required to procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the Facilities and the activities of the Applicant and his or her guests, representatives, volunteers and employees. Proof of the required insurance as determined solely by JTA will be provided to JTA before use of its facilities by User.

User shall provide proof of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and name JTA as an additional insured by using ISO endorsement CG 20 11, or coverage at least as broad as determined solely by JTA. The insurance policy shall contain or be endorsed to reflect that the User's insurance coverage shall be primary insurance in respects to JTA. Any insurance, self-insurance, or self-insured pool coverage maintained by JTA shall be excess of User's insurance and shall not contribute with it.

Event liability insurance may be available for Users not otherwise meeting the insurance described in this application. Please consult your insurer or pool for more information. JTA makes no assurances of the availability of event liability insurance or the coverage provided.

### **Cancellation**

JTA reserves the right to cancel this Agreement for violation of its terms, operational necessity, or safety concerns. User may cancel with written notice by [deadline]. JTA reserves the right to deny future applications based on violation of this Agreement or misuse of its facilities by User.

### **No Assignment**

User may not assign or transfer this Agreement.

### **Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Washington. Venue shall lie in the courts of Washington State.



### Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

*I agree to the conditions and charges described in this Agreement on behalf of the User:*

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

On behalf of [name of agency or non-profit.]

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

### FOR STAFF USE ONLY

Approved [  ] Disapproved [  ]

Single event [  ] No. of Days [  ] Evenings [  ] Saturday [  ] Sunday & Holiday [  ]

Certificate of Insurance and AI Endorsement CG 20 11 [  ] Requested [  ] Received

Facility/Building Rental Fee \$ \_\_\_\_\_ Per Hour/Event = \$ \_\_\_\_\_

Other charges \$ \_\_\_\_\_

Total Billed \$ \_\_\_\_\_ Date Billed / /

Signature of \_\_\_\_\_/Building Facilities Coordinator / / Date

**RESOLUTION NO. 26-06**

**A RESOLUTION TO ADOPT A FACILITY USE AGREEMENT**

**WHEREAS**, the Board of Directors of the Jefferson County Public Transportation Benefit Area d.b.a. Jefferson Transit Authority (“Board”) has the responsibility to establish and maintain policies which support the responsible use of its facilities; and

**WHEREAS**, following requests from other local public agencies to rent the Jefferson Transit Board room, it was deemed a Facility Use Agreement was necessary; and

**WHEREAS**, in partnership with the Washington State Transit Insurance Pool, staff have developed an agreement which will allow public agency and non-profit use of the Jefferson Transit Board Room, while protecting Jefferson Transit assets; and

**WHEREAS**, the Board has reviewed the proposed Facility Use Agreement and finds that its adoption will sufficiently protect and indemnify Jefferson Transit staff and facilities;

**NOW, THEREFORE, BE IT RESOLVED** the Board does adopt the Facility Use Agreement as presented.

**ADOPTED** by the Jefferson Transit Authority Board of the Jefferson County Public Transportation Benefit Area at a regular meeting thereof, held this 17<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Clerk of the Board



# General Manager Board Report

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**Nicole Gauthier**

**General Manager**

**Board Report: February 17, 2026**

## **On-Going Projects**

- **3<sup>rd</sup> Maintenance Bay**
  - The Fire Marshal denied Jefferson Transit's request for a certification of occupancy for the third maintenance bay until all work has been completed.
  - Jefferson Transit continues to work with Barker Creek Consultants and Ethos Engineering on the design for the installation of a new water line and hydrant that will replace the hydrant that the PUD serves.
  - The estimated time for completion of this project is late fall of 2026.
  - The third maintenance bay will remain unoccupied until that time.
  
- **Facilities Maintenance Building**
  - Bassetti Architects is in the permitting phase of this project.
  - Jefferson Transit will apply for grant opportunities as they become available for the construction phase of this project.
  
- **Gateway Visitors Center**
  - After a short pause due to staffing shortages, Jefferson Transit will continue to work with the County on the purchase of the Gateway Visitors Center.
  
- **Transit Technologies Project (Paratransit/On Demand and CAD/AVL)**
  - Jefferson Transit staff have begun working with Spare Technologies on the transition between RouteMatch and Spare.
  - Jefferson Transit and Left Turn Right Turn are now starting the process of developing an RFP for a CAD/AVL system.
    - This approach is staggered to ensure that staff can manage the workload while also delivering on service changes.
  
- **Haines Place Park and Ride Re-design**
  - Jefferson Transit is continuing work with Bassetti Architects on developing a concept for the re-design.
  - In the coming month Jefferson Transit will work to create stakeholder groups to provide feedback about the initial concept.
  
- **Discovery Trail Project**
  - Progress is underway on the construction of the trail.
  - Jefferson Transit is working with the Peninsula Trails Coalition on establishing a date for a ribbon cutting event. This event is tentatively planned for late April or early May.
  
- **Agency Rebrand**
  - Jefferson Transit staff will begin working with a consultant to begin the rebrand process.



# General Manager Board Report

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## **Agency Updates**

- Jefferson Transit is recruiting for the following positions: Finance Manager, Maintenance Clerk, Mechanic, and several Transit Operator positions.
- Jefferson Transit staff are planning for a large public outreach campaign in early 2026 to publicize and generate community feedback about the planned services changes.

## **Committee and Board Meetings**

- PRTPO – Peninsula Regional Transportation Planning Organization
  - Attended the Executive Board Meeting – Nicole Gauthier
- WSTA – Washington State Transit Association
  - Attended the 1<sup>st</sup> Quarter Board Meeting held in Olympia, WA
  - Attended the bi-weekly SMTA meetings
  - Attended the monthly General Manager’s meetings
- Economic Development Council – Team Jefferson
  - Attended the monthly Board meetings
- Climate Action Committee
  - Attended the monthly Climate Action Committee Meeting
  - Attended the sub-committee “Vehicle Miles Travelled” monthly meetings.
- Ferry Advisory Committee
  - Attended bi-monthly meetings
- Behavioral Health Advisory Committee
  - Attended the bi-monthly meetings
- North Olympic Development Council
  - Attended the monthly meetings
  - Attended the Executive Committee meetings

## **Community Outreach and Engagement**

Jefferson Transit staff was either a stakeholder in or participated in the following community events, meetings, and engagement:

- Nicole Gauthier met with Representative Adam Bernbaum and Senator Mike Chapman in January to discuss rural transit needs and the projects that Jefferson Transit are currently working on.



# Fixed Route Operations Board Report

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**Amy Hall**

**Fixed Route Operations Manager**

**Board Report: February 17, 2026**

## **Staffing Update**

- Jefferson Transit is currently training 3 new Transit Operators to obtain their CDL.
- Jefferson Transit continues to recruit Transit Operators; a second class of four is scheduled to begin on March 2<sup>nd</sup> in preparation for a Sunday service pilot beginning May 3<sup>rd</sup>.

## **Operations Update**

- During the Port Townsend Indivisible protests held on January 10, January 31, and February 14, Nicole Gauthier, General Manager, and Amy Hall were on site at the Haines Place Park and Ride to support Jefferson Transit Operators and help ensure public safety by encouraging attendees to remain on sidewalks and use designated crosswalks.
- On Wednesday, January 7<sup>th</sup> Mel Lawless, Service and Training Supervisor, David Jorgensen, Field Supervisor, Kelly Olsen, Marketing and Outreach and Amy Hall met with students from the Chimacum High School Bike Club. Students were able to practice safely loading and unloading their bikes on the bus and learned helpful tips for safe bike-and-travel.
- Mel Lawless, Service and Training Supervisor and Stephanie Sherwood, Field Supervisor met with Sam Touchie, Transition Coordinator with Cascade Community Connections, along with a Cascade Connection student who was interested in learning more about public transit and the process of becoming a Transit Operator. During the visit, Mel and Stephanie answered questions and provided a tour of the 4 Corners facility as well as a bus.
- Mel Lawless, Service and Training Supervisor, and Amy Hall attended the Local Emergency Management Committee meeting on Wednesday, February 11<sup>th</sup> at East Jefferson Fire and Rescue Station #6.

## **Safety and Training Update**

- Mel Lawless, Service and Training Supervisor, along with Field Supervisors David Jorgensen and Stephanie Sherwood attended a Washington State Insurance Pool training course for Transit Operator Safety and Verbal S.W.A.T.
- At Jefferson Transit's All Staff Training Day on February 16<sup>th</sup> Mel, David, and Stephanie delivered a presentation to all Jefferson Transit Operators outlining the key components of the WSTIP Transit Operator Safety and Verbal S.W.A.T. training programs and instructed operators on practical application of both programs while in service.



# Fixed Route Operations Board Report

## Ridership Numbers

<b>Fixed Route Daily Ridership Averages</b>			
	2024/2025 Averages	2025/2026 Averages	% of change
December	718	794.27	+10.62
January	786.76	811.12	+3.09

<b>JTOC Daily Ridership Averages</b>			
	2024/2025 Averages	2025/2026 Averages	% of change
December	22	19.73	-10.32
January	22.68	19.56	-13.76

<b>Kingston Express Ridership Averages</b>			
	2024/2025 Averages	2025/2026 Averages	% of change
December	16	26	+62.5
January	17	25	+47

## Fixed Route Ridership Numbers: 2025-2026

2025	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Yearly Total	Monthly Average
#1 Brinnon	1394	1009	1282	1429	1418	1234	1332	1238	1329	1521	1114	1325	15625	1302
#11 Shuttle	5986	5307	6318	7143	7305	7865	8293	8224	7594	7636	6280	7018	84969	7081
#2 Ft. Worden	1487	1278	1563	1710	1722	1758	1921	1800	1574	1431	1091	1214	18549	1546
#3 Castle Hill	1273	1149	1407	1399	1406	1442	1535	1332	1304	1571	1092	1309	16219	1352
#4 Upper Sims Loop	3610	3274	3988	4094	4156	4091	4459	4387	4138	3990	2934	3455	46576	3881
#6A Tri Area	1324	1182	1406	1365	1392	1218	1373	1380	1341	1452	1151	1381	15965	1330
#6B Tri Area	1226	1279	1345	1427	1365	1396	1474	1402	1300	1387	1066	1217	15884	1324
#7 Poulsbo	1393	1403	1503	1666	1572	1667	1866	1719	1548	1565	1230	1444	18576	1548
#8 Sequim	1558	1293	1624	1586	1612	1589	1777	1737	1803	1840	1371	1603	19393	1616
#14 Kingston Express	418	427	548	525	651	632	743	857	712	742	593	685	7533	628
Wooden Boat	0	0	0	0	0	0	0	0	6246	0	0	0	6246	0
<b>Riders</b>	<b>19669</b>	<b>17601</b>	<b>20984</b>	<b>22344</b>	<b>22599</b>	<b>22892</b>	<b>24773</b>	<b>24076</b>	<b>28889</b>	<b>23135</b>	<b>17922</b>	<b>20651</b>	<b>265535</b>	<b>22128</b>
<b>Average Per Day</b>	<b>786.76</b>	<b>765.26</b>	<b>807.08</b>	<b>859.38</b>	<b>869.19</b>	<b>915.68</b>	<b>952.81</b>	<b>926.00</b>	<b>1155.56</b>	<b>856.85</b>	<b>779.22</b>	<b>794.27</b>	<b>873.47</b>	<b>872</b>
On Time Performance	98%	98%	97%	98%	99%	98%	98%	96%	99%	98%	99%	98%	97.84%	98%
#Days In Service	25	23	26	26	26	25	26	26	25	27	23	26	304	25
Mileage	41342	37707	42431	43137	43961	43031	44908	44198	43339	50777	42036	48707	525574	43798

NOTE: Service changes effective 9/29/25 (Route 1 - added mid-morning run, Route 4 - Route change, Route 11A service every 20 minutes, Route 11B Shuttle removed)

Canceled Routes 2025											
Date	Route	Time	Reason	Date	Route	Time	Reason	Date	Route	Time	Reason
02/05/25	1	2:00 AM	Weather	10/29/25	11	2:20 PM	Unforeseen circumstances	12/01/25	11	12:00 PM	Multiple Ramp uses
02/05/25	1	3:25 AM	Weather	10/31/25	11	4:20 PM	Parade on Sims Way	12/02/25	11	12:20 PM	Ridership
02/05/25	3	3:30 AM	Weather	11/04/25	11	12:40 PM	Mechanical Issues	12/03/25	11	7:00 AM	Driver Shortage
02/05/25	4	4:00 AM	Weather	11/05/25	11	10:20 AM	Mechanical Issue/Driver	12/03/25	11	10:40 AM	Mechanical Issues / Driver
02/07/25	3	7:30 AM	Driver shortage	11/06/25	14	6:17 PM	Accident on bridge	12/03/25	11	3:40 PM	Driver Shortage
03/07/25	4	8:30 AM	Driver shortage	11/06/25	14	7:37 PM	Accident on bridge	12/06/25	11	4:40 PM	Canceled due to traffic
05/22/25	4	12:00 PM	Road Construction	11/12/25	11	11:40 AM	Unforeseen circumstances	12/08/25	11	12:40 PM	Driver Shortage
08/01/25	4	4:00 PM	Breakdown	11/12/25	11	12:40 PM	Ridership	12/09/25	14	4:06 PM	Canceled due to accident at HCB
09/30/25	11	12:40 PM	Ridership	11/12/25	11	3:00 PM	Driver shortage	12/09/25	14	6:17 PM	Canceled due to accident at HCB
10/01/25	11	11:40 AM	Helping passengers	11/20/25	11	12:20 PM	Driver shortage	12/13/25	11	4:40 PM	Canceled due to ridership on prev 11.
10/16/25	11	11:40 AM	Ridership	11/21/25	4	5:00 PM	Driver shortage	12/15/25	11	12:40 PM	Ridership
10/16/25	4	12:00 PM	Driver shortage	11/24/25	11	3:20 PM	Driver shortage	12/17/25	11	7:20 AM	Driver Shortage
10/18/25	11	6:40 PM	Rally on Sims Way	11/24/25	4	3:30 PM	Driver shortage	12/18/25	4	9:30 AM	Mechanical Issues
10/27/25	11	12:20 PM	Ridership	11/26/25	4	3:00 PM	Mechanical Issues	12/22/25	11	2:40 PM	Mechanical Issues
10/28/25	4	9:00 AM	Driver and bus shortage	11/26/25	11	3:00 PM	Driver shortage	12/22/25	11	3:00 PM	Driver Shortage
10/29/25	4	8:30 AM	Traffic accident	11/26/25	3	3:30 PM	Mechanical Issues	12/29/26	11	12:40 PM	Driver Shortage
10/29/25	3	10:30 AM	Traffic accident	11/26/25	3	3:30 PM	Mechanical Issues				
10/29/25	11	10:40 AM	Traffic accident	11/29/25	11	1:40 PM	Mechanical Issues				

2026	Jan	Feb	Mar	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Yearly Total	Monthly Average
#1 Brinnon	1400												1400	1400
#11 Shuttle	6788												6788	6788
#2 Ft. Worden	1189												1189	1189
#3 Castle Hill	1325												1325	1325
#4 Upper Sims Loop	3070												3070	3070
#6A Tri Area	1374												1374	1374
#6B Tri Area	1358												1358	1358
#7 Poulsbo	1398												1398	1398
#8 Sequim	1751												1751	1751
#14 Kingston Express	625												625	625
Wooden Boat	0												0	0
<b>Riders</b>	<b>20278</b>	<b>0</b>	<b>20278</b>	<b>20278</b>										
<b>Average Per Day</b>	<b>811.12</b>	<b>0.00</b>	<b>811.12</b>	<b>811</b>										
On Time Performance	98%												97.65%	98%
#Days In Service	25												25	25
Mileage	46128												46128	46128

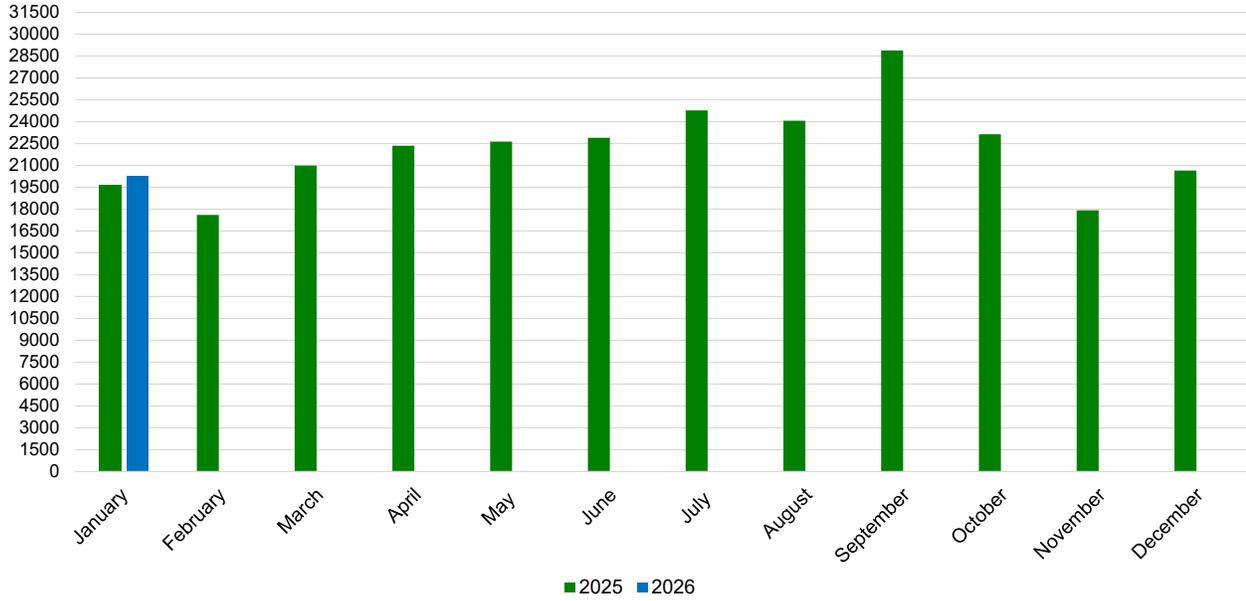
Canceled Routes 2026			
Date	Route	Time	Reason
01/14/26	11	4:40 PM	Canceled due to priority access requirement on prior 11
01/28/26	11	7:00 AM	Canceled due to driver shortage



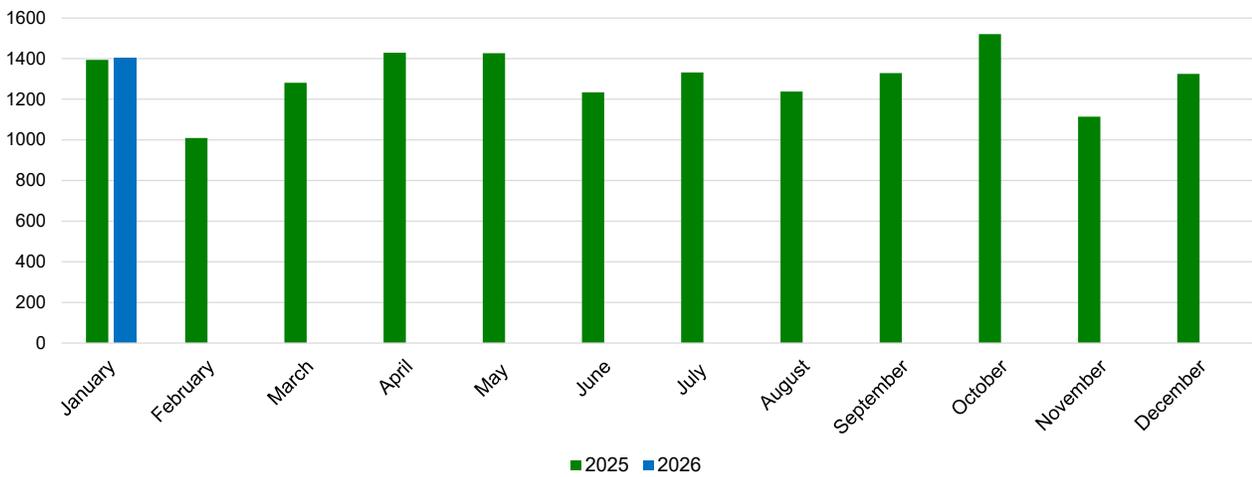




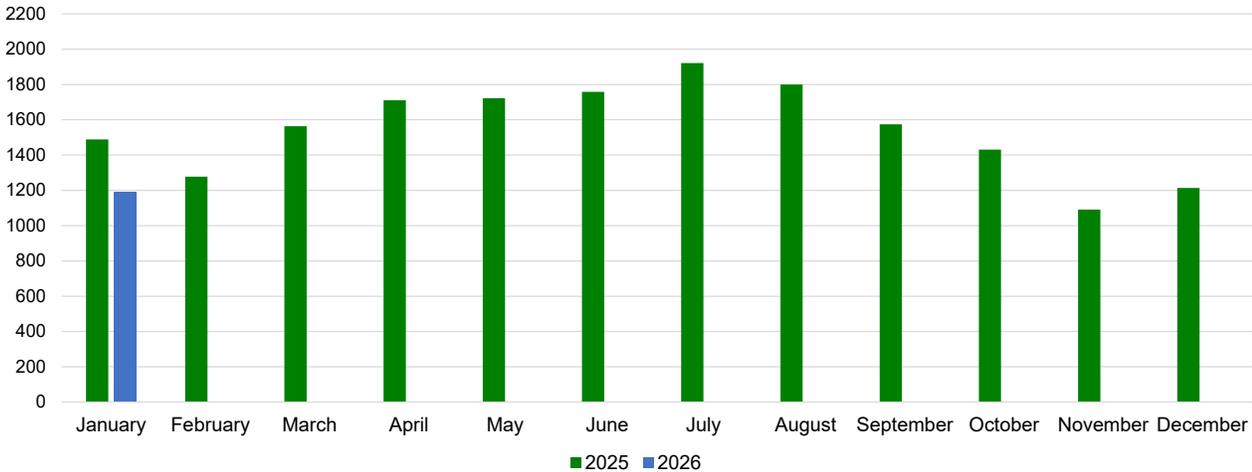
**Fixed Route Ridership Numbers: 2025 - 2026**



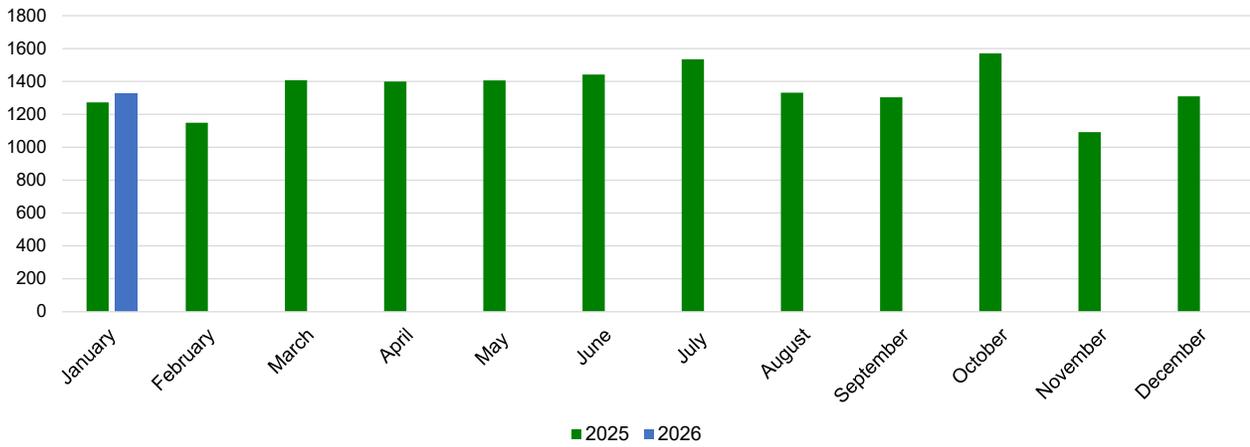
**#1 Brinnon Ridership Numbers: 2025 - 2026**



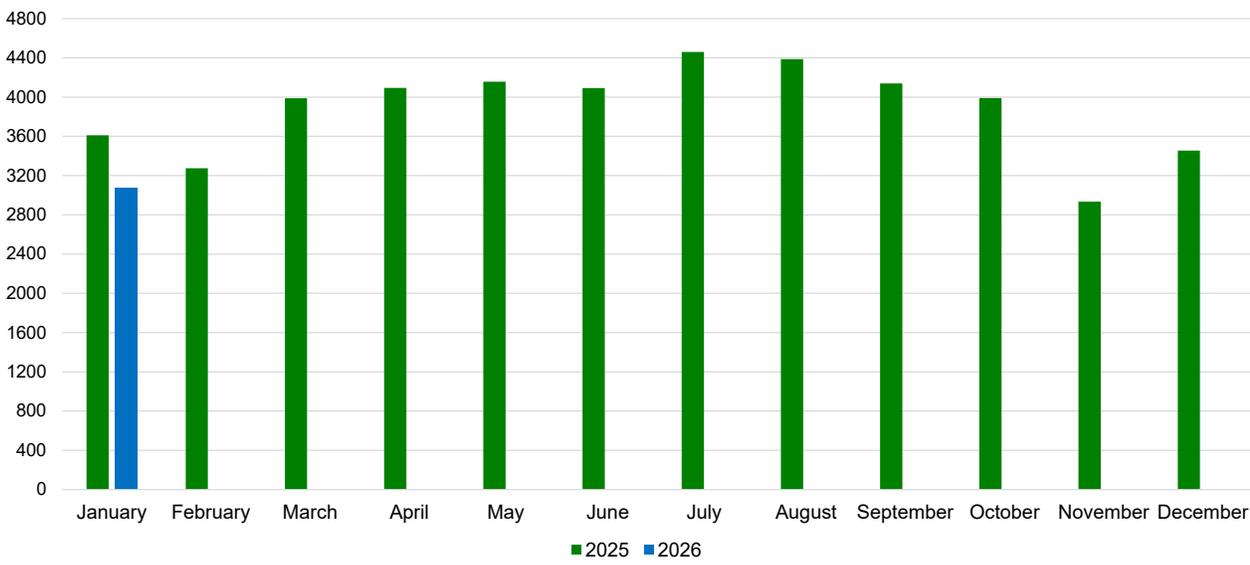
**#2 Fort Worden Ridership Numbers: 2025 - 2026**



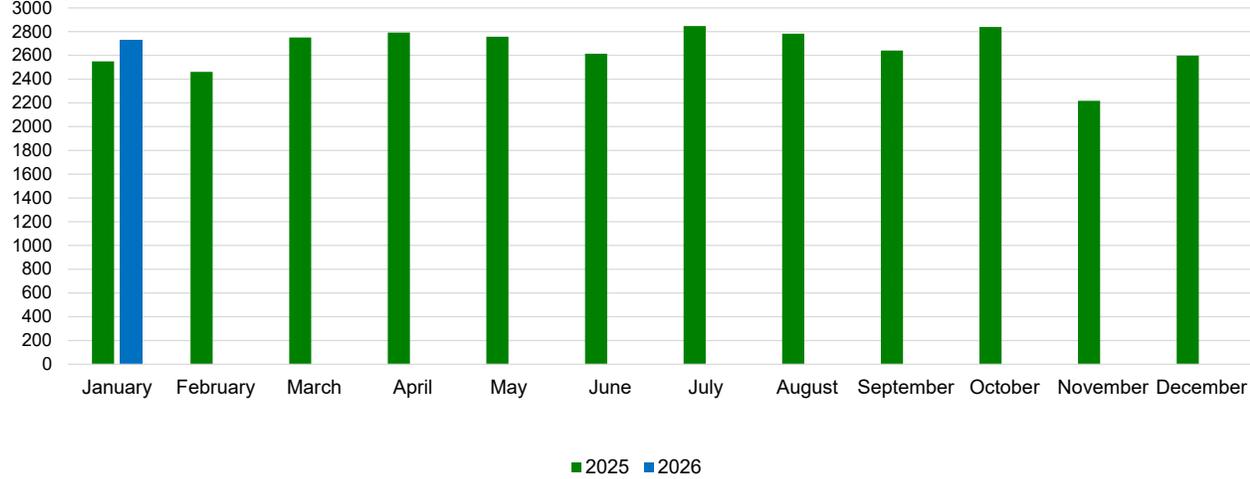
**#3 Castle Hill Ridership Numbers 2025 - 2026**



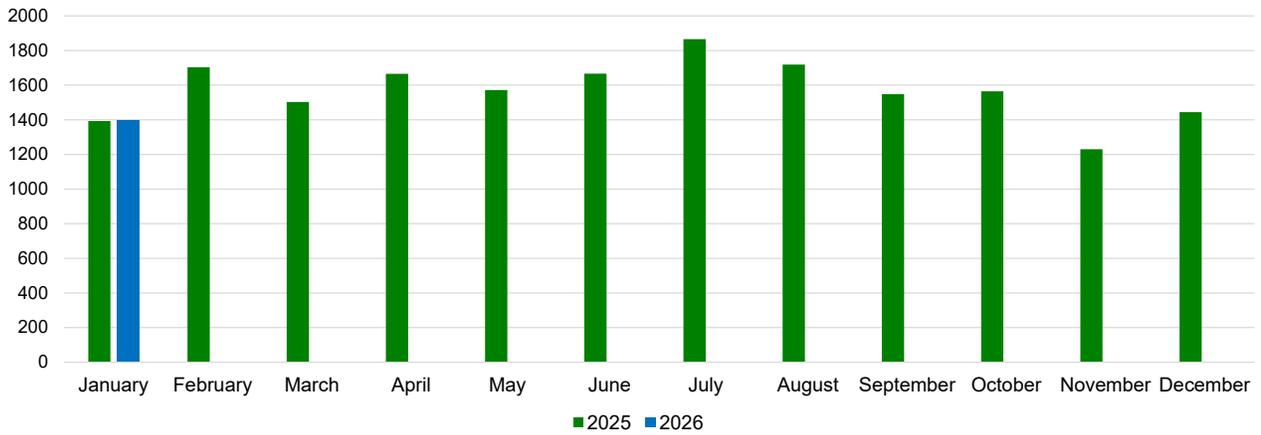
**#4 Upper Sims Loop Ridership Numbers: 2025 - 2026**



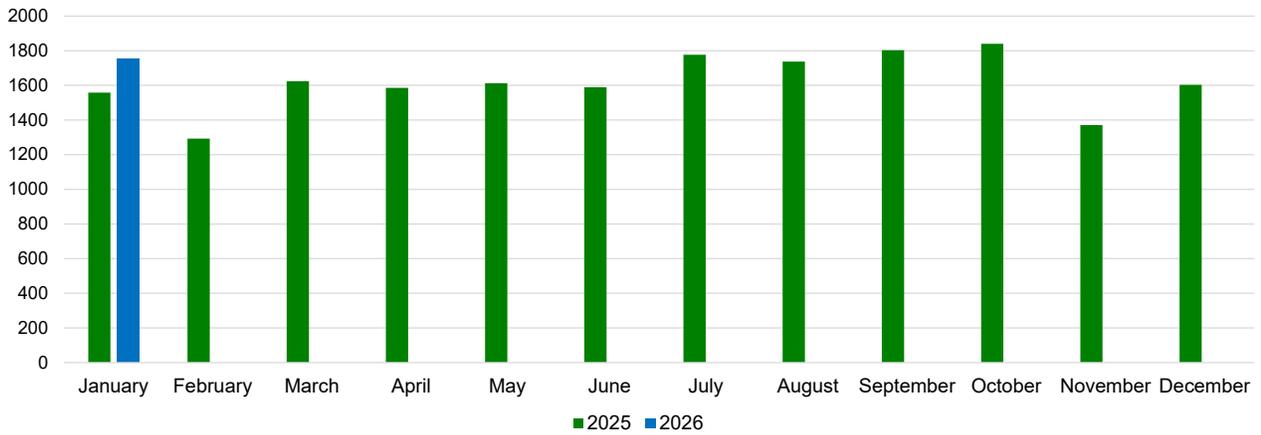
**#6 A/B Ridership Numbers: 2025 - 2026**



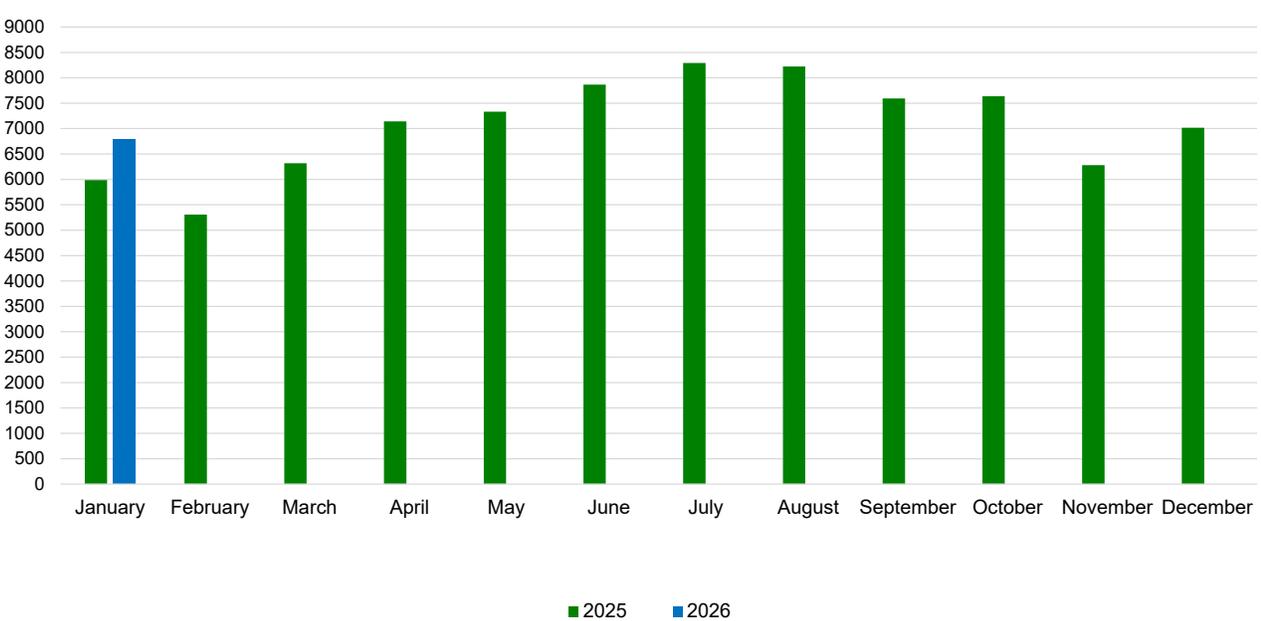
**#7 Poulsbo Ridership Numbers: 2025 - 2026**



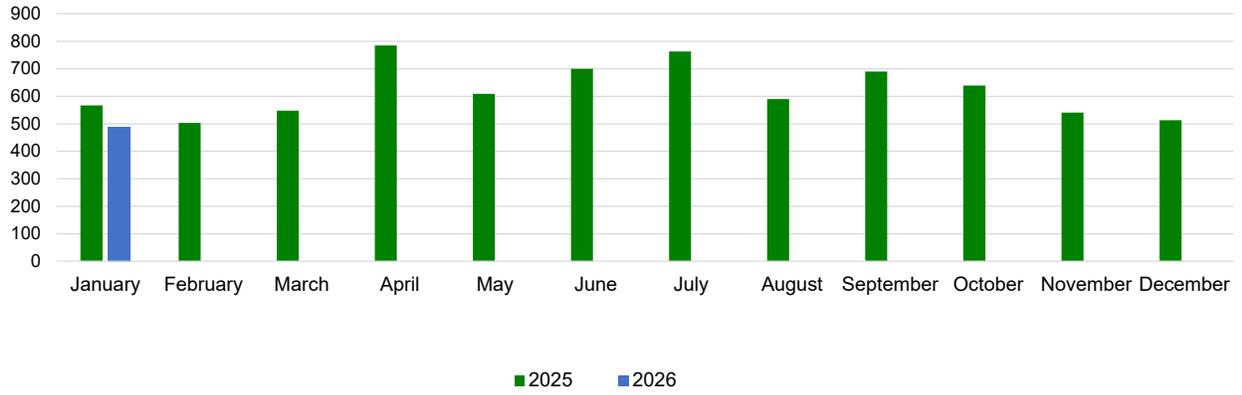
**#8 Sequim Ridership Numbers: 2025 - 2026**



**#11 A/B Ridership Numbers: 2025 - 2026**



### JTOC Ridership Numbers: 2025 - 2026





# Mobility Operations Board Report

**Sara Peck**

**Mobility Operations Manager**

**Board Report: February 17, 2026**

## Updates

- **Staffing**

JTA welcomes new dispatcher MaryAnn Demelo to the team. MaryAnn brings a strong background in public service and dispatching. She was hired in preparation for upcoming service changes and increased demand in the dispatch office.

- **Transit Technology Update**

JTA has begun weekly meetings with staff from Spare, our new paratransit software provider, and our consulting firm Left Turn Right Turn (LTRT). These meetings are focused on setting system parameters and completing backend configuration. Once complete, we will start training JTA staff and plan to launch the new software by September.

JTA and LTRT also continue the discovery process for a new CAD/AVL system for the fixed-route fleet. This phase focuses on assessing operational needs and gathering staff input prior to development of the RFP.

## Boards and Committees

- **Local Meetings**

JTA Mobility Operations remains actively engaged in local accessibility and inclusion efforts. Participation continues with the Accessibility Community Act Committee (ACAC), the Intellectual/Developmental Disabilities Advisory Board (I/DDAB), and Disability Awareness Starts Here (DASH).

- **Regional and National Engagements**

JTA Mobility Operations remains engaged in collaborative and professional development efforts. Participation includes the Transit Accessibility Working Group, CTANW Mobility Management Group, Rideshare Online (RSO) Agency Administrator Lunch & Learn, and WA Public Microtransit Providers Group

### **Dial-A-Ride Ridership**

Average daily Dial-A-Ride ridership decreased by 9% from November to December and then increased by 9% from December to January. Compared to the prior year, average daily ridership increased by 1% in December and 11% in January.

<b>Dial-A-Ride Daily Ridership Averages: Month on Month Comparison</b>			
Month	November 2025	December 2025	January 2026
Avg. Daily Ridership	76	69	75
% of Change		-9%	9%

<b>Dial-A-Ride Daily Ridership Averages: Yearly comparison</b>			
	2024/2025 averages	2025/2026 averages	% of change
December	68	69	+1%
January	67	75	+11%



# Fleet and Facilities Board Report

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**Desiree Williams**

**Fleet and Facilities Manager**

**Board Report: February 17, 2026**

## **Fleet Update**

- Jefferson Transit's third electric bus, 603, is in service and performing well.
  - Both 602 and 603 have improved batteries, which allows the Operations team to assign them to longer shifts.
- Jefferson Transit's first electric Dial-A-Ride, Ford E-Transit van, 701, is now ready for Operator training and to be put into service.
  - Jefferson Transit has received grant funding for the purchase of a second electric Dial-A-Ride. Once 701 is in service and information can be collected on how it's performing, staff will look at purchasing a second vehicle with the same specifications.
- Jefferson Transit has placed an order for three new cutaway vehicles for Jefferson Transit Olympic Connection.

## **Facilities Update**

- A new bus shelter at the Brinnon School has been installed.

## **Training/Staff Update**

- The Maintenance Cleaner position has been filled.
- Michael Norman has been promoted from mechanic to Lead Mechanic.
- One more Mechanic position is open.
- The Maintenance Clerk position is open.



## Fleet and Facilities Board Report





# Marketing and Outreach Update

Kelly Olsen | Marketing and Outreach Manager  
Board Report: February 17, 2026

## Marketing Update:

### 2026 Partnerships:

#### PT Main Street

- Spot in monthly online newsletters
- Collaboration on 3 events: Concerts on the dock, Downtown Trick-Or-Treat, Christmas Tree Lighting.
- Support in promoting service change info and survey as well as agency rebrand.

#### The Production Alliance

- Working together to promote Community events and taking the bus to those events.
- Transportation instructions on event webpages, flyers on buses and in some shelters.

### 2026 Meetings and Memberships

- **Tourism Council Committee (TCC) - Jefferson County**
- **Lodging Tax Advisory Committee (LTAC) - City of Port Townsend (Non-Voting Member)**
- **LTAC Marketing Group - City of Port Townsend**
- **Transportation Working Group** - Olympic Hiking Co, City of PA, City of PT, Clallam Transit, OPVB
- **Forks Chamber Member**
- **North Hood Canal Chamber Member**

### Outreach/Marketing Project Updates:

#### • School Outreach

- Met with PT HS Principal on 01/12, we will be adding a flyer to their weekly newsletters quarterly, and we will be doing a Transit 101 Session with 9th graders in May.
- Brinnon: Going to start with Quarterly blurbs in their Thursday Folders and will be doing a Transit 101 Session with 5/6th & 7/8th graders in May.

#### • Agency Rebrand Update

- Chose consultant, presenting agreement at Feb Board meeting.

#### • Clallam/Jefferson Collaboration

- Exploring the Olympic Peninsula with Transit brochure.

# Social Media Update

## Most Popular FB Posts (as of Jan 1, 2026)



**Jefferson Transit Authority** is with City of Port Townsend, WA Government.  
Published by Dakota Brooke · 6 days ago · 🌐

Today was a nice community moment for the reopening of the Kah Tai Lagoon restrooms. Kah Tai Lagoon is located right beside our Haines Place Park and Ride!

Pictured: David Jorgensen, Field Supervisor, and Melvin Lawless, Service & Training Supervisor, with Port Townsend Mayor Amy Howard.

See insights and ads [Boost post](#)

👍❤️ 43 1 comment 3 shares

**Jefferson Transit Authority**  
Published by Kelly Olsen · January 26 at 12:26 PM · 🌐

Our General Manager, Nicole Gauthier is in Olympia today meeting with Representative Berraum at the Capitol.

See insights and ads [Boost post](#)

👍❤️ Good Dad Bad Man, Walla Walla Valley Transit and 34 others 1 share

**Jefferson Transit Authority**  
Published by Kelly Olsen · January 12 at 9:25 AM · 🌐

Last week, our Operations team had a great time meeting with the Chimacum High School Bike Club at the Chimacum High School bus stop! Students practiced how to safely l... See more

See insights and ads [Boost post](#)

👍❤️ Jefferson Teen Center, goWATA and 22 others 1 comment 4 shares

**Jefferson Transit Authority**  
Published by Dakota Brooke · January 13 at 10:01 AM · 🌐

**The Numbers Behind the Service**  
A look at our 2025 Fixed Route and Dial-A-Ride service.

Fixed Route	Dial-A-Ride
525,574 Miles Driven	102,893 Miles Driven
265,557 Riders	22,910 Riders
75,364 Gallons of Fuel	12,588 Gallons of Fuel

**Fixed Route and Dial-A-Ride**

85 Tires Used 63,850 kWh Charged

www.jeffersontransit.com | 360-385-4777

See insights and ads [Boost post](#)

👍❤️ Good Dad Bad Man, Clallam Transit System and 22 others 3 shares

## January/February Event and Outreach Update

### Chimacum School Bike Club | January 7



### Salish School Literacy Night | January 21



### Upcoming Events:

- **Connectivity Summit [The Production Alliance] | March 27-29**
- **Rhody Festival Grande Parade | May 16**

# Advertising and Outreach January/February

## Main Street Digital Newsletter

### Coffee News

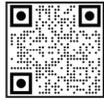
#### 2026: Time to Get On Board!



jeffersontransit.com

Every bus ride helps reduce traffic, pollution, and stress. Join your community, ride the bus and be part of a cleaner, connected future.

#### Ride Local. Ride Free. Ride Easy.



Roses are red. Buses roll through. Hop on today. We're here just for you!

#### 2026: Time to Get On Board!

Every bus ride helps reduce traffic, pollution, and stress.

Join your community — ride the bus and be part of a cleaner, connected future.



JTA's newest electric vehicle: 603



Dosewallips State Park, along the 1 Brinnon route

#### Ride Local. Ride Free, Ride Easy.



Roses are red. Buses roll through. Hop on today. We're here just for you!

### Social Media

#### 2026: Time to get on Board!

Every bus ride helps reduce traffic, pollution, and stress.

Join your community — ride the bus and be part of a cleaner, connected future.



Like and follow our page for JTA news, service changes, fun behind the scene photos and more!

My favorite part of working at JTA is feeling like I'm an important part of the community

-Dan, Bus Operator

#### JOIN THE JTA TEAM

We offer paid CDL training and a generous benefits package!

Starting wage: \$30.57/hr

Visit our website to apply: [www.jeffersontransit.com](http://www.jeffersontransit.com)

## 2026 Service Change Outreach

1/26/2026	Flyers in buses/Shelters [hung up Feb 17]
1/26/2026	Flyers distributed to businesses
1/26/2026	Banner at HP [hung up Feb 17]
1/26/2026	Flyers/Bus cards for events
1/26/2026	Mailers to promote survey
1/26/2026	Kiwanis Newsletter [mention of presentation]
1/23/2026	Website - Service Changes page
1/23/2026	Website - News Flash
1/23/2026	Website - Spotlight Carousel
1/23/2026	Social media post
2/17/2026	Survey goes live
2/18/2026	PT Leader Display Ad
2/18/2026	Social media post
2/18/2026	Quilcene School Board Meeting
2/18/2026	ICG Meeting
2/19/2026	Cape George HOA Meeting
2/23/2026	BOCC Meeting
2/24/2026	Pop-Up Event - Brinnon Community Center
2/25/2026	Pop-Up Event - Brinnon Food Bank
2/25/2026	Pop-Up Event - PT Library
2/25/2026	Chimacum School Board Meeting
2/27/2026	Pop-Up Event - PT Food Co-Op
3/1/2026	PUD Newsletter
3/3/2026	DASH Meeting
3/3/2026	TCC & OPVB Meeting
3/4/2026	TAG Meeting
3/4/2026	Pop-Up Event - Jeff Co Library
3/4/2026	Kiwanis Newsletter [display ad]
3/7/2026	Pop-Up Event - Kiwanis
3/9/2026	Website - Public Hearing
3/9/2026	Social Media - Public Hearing
3/17/2026	JTA Board Pub Hearing

Flyer

# 2026 Proposed Service Changes



- Sunday Service Pilot**
- Microtransit Pilot**
- San Juan/Uptown route**



We want to hear from you!  
Take our survey Feb 20 - March 17



Banner

# UPCOMING SERVICE CHANGES

## We want to hear from you!



[jeffersontransit.com/service](http://jeffersontransit.com/service)

Mailer



## 2026 Proposed Service Changes

We want to hear from you!

Take our survey Feb 20 - March 17



scan the QR code to get to our survey or visit [jeffersontransit.com/service](http://jeffersontransit.com/service)

Sunday Service Pilot | Microtransit Pilot | San Juan/Uptown Route

# Jefferson Transit Authority | Transit Advisory Group (TAG) Meeting Minutes

Wednesday, November 5, 2025 | 5:00 p.m.  
63 Four Corners Road, Port Townsend, WA 98368

## CALL TO ORDER/ROLL CALL

The meeting was called to order at 5:00 p.m. by Linda MacIntyre. A quorum was present.

**TAG Members Present:** Linda MacIntyre [Chair], Deborah Jahnke [Vice Chair], John Frasca, Becci Kimball, Laurel Geyer, Dave Nakagawara, Rose Harris, and Tim Caldwell

**Staff/Board Members Present:** Jefferson County Commissioner Greg Brotherton, General Manager Nicole Gauthier, Marketing and Outreach Manager Kelly Olsen, and Clerk of the Board Amanda Watkins

## PUBLIC COMMENT

*There was no public comment.*

## CONSENT AGENDA

**Motion:** Dave Nakagawara moved to approve the consent agenda. Becci Kimball seconded the motion.

**Vote:** The motion carried unanimously, 8-0 by voice vote.

*Jeff Kostechka joined at 5:03 p.m.*

## JTA BOARD UPDATE

Nicole Gauthier presented a summary of the topics covered at the Authority Board Meeting on November 4, 2025. The summary included updates on the proposed 2026 budget, the Sunday service pilot program scheduled to begin in May 2026, water pressure issues in the Third Maintenance Bay, bus signage, and the CAD/AVL project.

## STAFF REPORTS

Nicole Gauthier provided JTA staffing, ridership, and micro transit updates. Kelly Olsen provided an overview of past and upcoming community events, social media, and marketing data.

## NEW AGENDA ITEMS

*There were no new agenda items.*

## **NEW BUSINESS**

### **2026 Upcoming Vacancies and Reorganization of Officers**

Nicole Gauthier reported that two TAG member positions will become vacant in 2026 due to the resignations of Brandon Maxwell and Laurel Geyer. JTA plans to begin recruitment to fill these openings. Linda MacIntyre invited TAG members to share comments on the nomination of Chair and Vice Chair officers for 2026.

**Motion:** Deborah Jahnke moved to elect Linda MacIntyre as Chair for 2026. Laurel Geyer seconded the motion.

**Vote:** The motion carried unanimously, 9-0 by voice vote.

**Motion:** Becci Kimball moved to elect Deborah Jahnke as Vice Chair for 2026. Tim Caldwell seconded the motion.

**Vote:** The motion carried unanimously, 9-0 by voice vote.

### **2026 Meeting Schedule Adoption**

Linda MacIntyre proposed the TAG meeting schedule for calendar year 2026.

**Motion:** Tim Caldwell moved to approve the 2026 meeting schedule. Deborah Jahnke seconded the motion.

**Vote:** The motion carried unanimously, 9-0 by voice vote.

### **Role of Transit in Emergency Preparedness and Response Panel**

Bret Black, Chief of East Jefferson Fire Rescue, and Willie Bence, Jefferson County Emergency Management Director, gave a presentation on the role of transit in emergency and disaster preparedness. They highlighted the importance of Jefferson County Nixle emergency alerts, reducing roadway congestion, and using transit buses for evacuations. Potential disaster scenarios discussed included wildfires, earthquakes, and flooding. The presenters stressed key factors such as personal safety, fuel availability, and community response. Their presentation concluded with a question-and-answer session and group discussion.

### **Transit and Tourism Follow-Up**

Linda MacIntyre reviewed the key takeaways from the earlier discussion on transit and tourism, along with possible follow-up actions. She and Becci Kimball proposed creating a transit and tourism subcommittee to ensure consistent promotion of current information. The group expressed support for the idea, and interest was gauged in forming a temporary (6-month) subcommittee to address how transit can be leveraged to promote tourism.

### **Update on Port Townsend's Sustainable Streets Plan and Active Transportation Plan**

Jeff Kostechka provided an update on current plans for non-motorized transportation. These plans emphasize improvements to trails and sidewalks and enhancing curbs and shoulders to make walking and biking more comfortable. They also include creating connected routes with signage, designed to better link people within the town.

**AGENDA PLANNING**

Linda MacIntyre asked the group to come prepared for the next meeting with feedback on potential goals, work plan ideas, subcommittee needs and education topics for 2026.

**PUBLIC COMMENT**

*There was no public comment.*

**ADJOURNMENT**

The meeting concluded at 6:34 p.m. The next TAG meeting will be held on January 7<sup>th</sup>, 2026.

*Amanda Watkins*

Clerk of the Board

01 / 08 / 2026

Date