



JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, November 17, 2015 1:30 p.m.

**Jefferson Transit Boardroom
63 4 Corners Road, Port Townsend, WA**

AGENDA

Call to Order/Welcome

Public Comments

Public Budget Hearing

New Agenda Items

- I. Finance Reports**
 - a. October 2015
- II. Consent Agenda**
 - a. Approval of Minutes, October 20, 2015
 - b. Approval of Retreat-Workshop Minutes, October 20, 2015
 - c. Approval of Expenses, October 2015
 - d. Approval of Out-of-State Travel for Tammi Rubert
 - e. Surplus Property Valued under \$5,000
- III. Old Business**
 - a. CAC Discussion
 - b. 2016 Work Plan
- IV. New Business**
 - a. **Resolution 15-21:** GCB 2068 Capital Equipment Grant Agreement
- V. Reports**
 - a. Operations Report
 - b. Maintenance Report
 - c. Other
- VI. Ridership Report**

Public Comments

Executive Session for discussion regarding property per RCW 42.30.110

Adjournment

Individuals requiring reasonable accommodation may request written materials in alternative formats, physical accessibility accommodations or other reasonable accommodation by calling (360) 385-4777 or TDD/TTY users dial 711 to reach a relay operator.



1615 W. Sims Way, Port Townsend, WA 98368

November 12, 2015

TO: Board of Trustees, Jefferson Transit Authority
FROM: Sara Crouch, Finance/HR Manager
RE: October 2015 Financial Report

Sales Tax Analysis Reports –

- Sales tax for August 2015 is 14% higher than received for August 2014. Cumulatively JTA is up 10% compared to 2014 and up 8% to the budgeted sales tax figures.

Revenue Report –

- Fixed Route Revenues are over budget, Vanpool is at budget, and JTOC and DAR are under budget.

Expense Report – Overall JTA is 7.78% under budget

- **Labor** – Fixed route overtime is over budget. Administration salaries are slightly over budget, a large portion of the variance is due to the facility move and the need to have the IT Administrator working full time during the transition.
- **Benefits** – Under Budget
 - Holiday is now under budget.
- **Service and User Fees** – Overall under budget
 - Professional and Technical Services – is over budget a Phase 2 Environmental Study performed at the Sims Way property had a budgetary impact on Professional and Technical Services.
- **Materials and Supplied Consumed** – Overall under budget
 - Tools line item is over budget due to purchase of an outside tool storage unit.
 - Vehicle Maintenance and Repair Parts is over budget, part of this is due to the surplus of parts that we no longer use; those items had to be “expensed” from the inventory.
 - Office Supplies – over budget, needed to purchase office equipment (mail boxes, two office chairs) due to move.
 - Computer Programs & Supplies is over budget and will remain over budget.
- **Casualty and Liability Costs** – Overall under budget
 - The recovery listed is a subrogation claim paid to Jefferson Transit from an incident that occurred in April 2015.
- The remaining over budget or under budget figures are due to timing.

Capital Activity –

- Capital activity in October: TCF and additional furniture (keyboard trays, tables for conference room)



October 2015 Financial Summary

Budget Tracking Figure: 83.3%

1. Operational Expenses:	\$332,549.65
Operational Revenues:	\$17,551.68
Non-Operational Income:	\$393,104.77
Capital Expenses:	\$2,340.49
Capital Income:	\$0.00
2. Sales Tax Received 10/31/2015 for August 2015:	\$377,289.26
Sales Tax Received 10/31/2014 for August 2014:	\$328,643.28
Sales tax increased from prior year 14%	
3. Cash on Hand as of October 31, 2015*:	
Operating:	\$1,239,715.71
Operating Reserve (50% Funded):	\$550,000.00
(Minimum Funding Required \$1,100,000)	
Capital Account:	\$620,283.31
Capital Reserve (% Funded):	\$573,263.69
Unemployment Reserve:	\$21,575.00
Bond Payment Reserve:	\$48,220.22
Bond Reserve:	\$85,250.00
EFT Fund:	\$96,721.06
Travel Fund:	\$1,117.01
Total	\$3,236,146.00**

*"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.

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis

Projection Year

2015

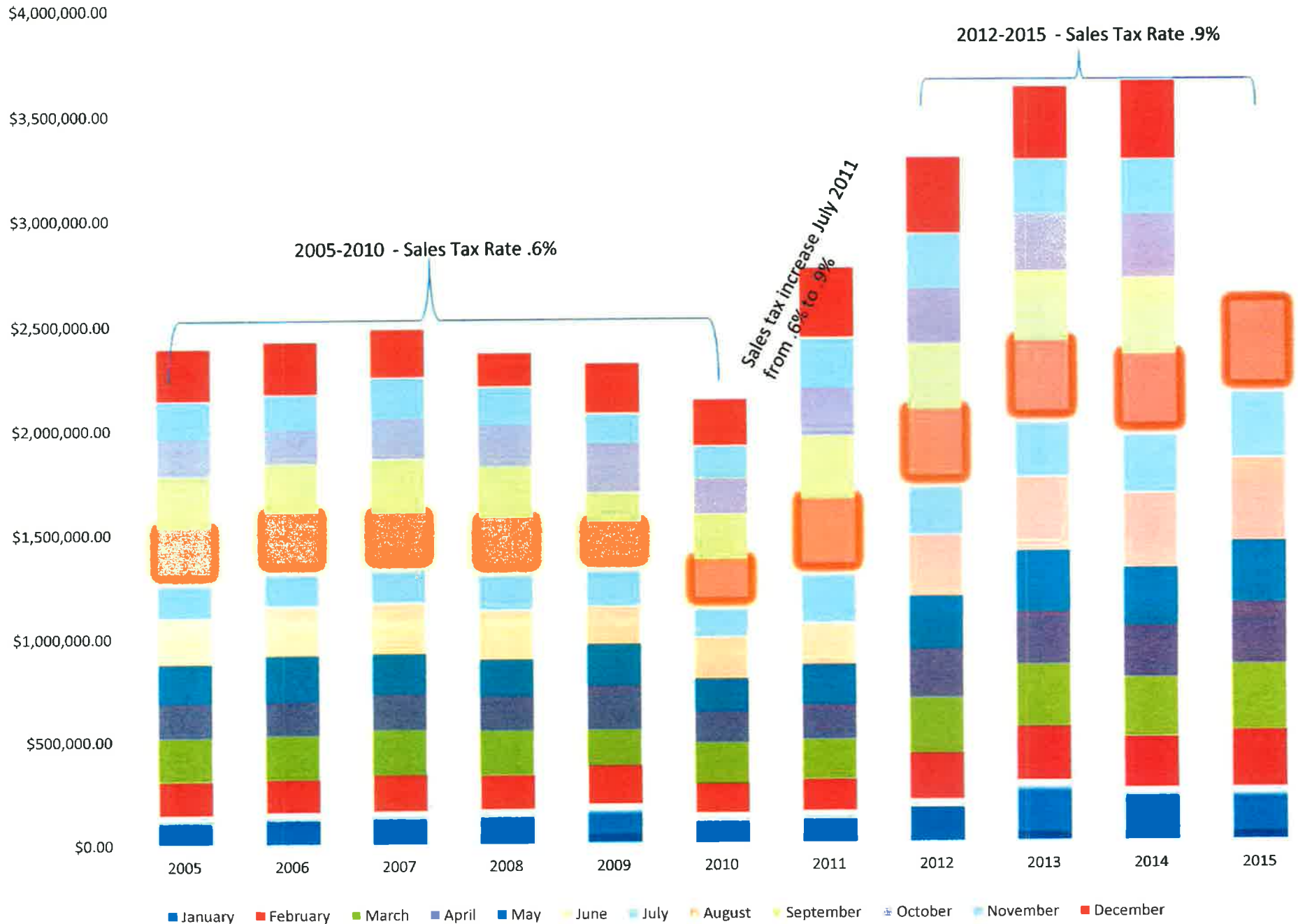
Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Monthly Act to Bud Variance	2015 Cumulative Cash Actual Sales Tax Received	2015 Cumulative Cash Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,865.96	\$261,546.64	\$263,071.24	\$234,370.59	\$246,090.00	6.41%	\$261,865.96	246,090.00	6.41%
February	0.90%	\$374,287.05	\$344,682.23	\$361,349.36	\$331,924.43	\$338,020.00	10.73%	\$636,153.01	584,110.00	8.91%
March	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$897,970.98	846,540.00	6.08%
April	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$1,169,417.80	1,098,510.00	6.45%
May	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$1,490,072.16	1,392,994.00	6.97%
June	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,792,903.96	1,652,536.00	8.49%
July	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$2,085,263.07	1,939,496.00	7.52%
August	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$2,479,672.27	2,302,707.00	7.69%
September	0.90%	\$371,144.67	\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	8.32%	\$2,850,816.94	2,645,346.00	7.77%
October	0.90%	\$377,289.26	\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	16.64%	\$3,228,106.20	2,968,821.00	8.73%
November	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	3,278,312.00	
December	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	3,525,405.00	
Total		\$3,228,106.20	\$3,620,676.50	\$3,639,307.56	\$3,226,039.90	\$3,525,405.00	0.00%			
Monthly Average		\$322,810.62	\$301,723.04	\$303,275.63	\$268,836.66	\$293,783.75				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Actual to Budgeted Variance	2015 Cumulative Accrual Actual Sales Tax Received	2015 Cumulative Accrual Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$261,817.97	262,430.00	(0.23%)
February	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$533,264.79	514,400.00	3.67%
March	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$853,919.15	808,884.00	5.57%
April	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,156,750.95	1,068,426.00	8.27%
May	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$1,449,110.06	1,355,386.00	6.91%
June	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$1,843,519.26	1,718,597.00	7.27%
July	0.90%	\$371,144.67	\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	8.32%	\$2,214,663.93	2,061,236.00	7.44%
August	0.90%	\$377,289.26	\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	16.64%	\$2,591,953.19	2,384,711.00	8.69%
September	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	2,694,202.00	
October	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	2,941,295.00	
November	0.90%		\$261,865.96	\$263,071.24	\$241,672.00	\$241,672.00	0.00%	\$0.00	3,182,967.00	
December	0.90%		\$374,287.05	\$344,682.23	\$361,349.36	\$331,952.00	0.00%	\$0.00	3,514,919.00	
Total		\$2,591,953.19	\$3,650,600.64	\$3,621,115.83	\$3,284,165.48	\$3,514,919.00	0.00%			
Monthly Average		\$323,994.15	\$304,216.72	\$301,759.65	\$273,680.46	\$292,909.92				

Jefferson Transit Authority - 2005-2015 Cumulative Sales Tax (Accrual Based)



Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Ten Months Ending October 31, 2015

	October	Year to Date
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$3,277,803.58	\$3,961,628.00
Operating Cash Provided/(Used) by:		
Operating Activities	(\$412,920.82)	(\$3,432,311.34)
Non-Capital Financing Activities	\$377,839.16	\$4,092,446.69
Investing Activities	\$261.61	\$3,309.33
Total Operating Cash Provided/(Used)	(\$34,820.05)	\$663,444.68
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	(\$2,819.98)	(\$1,384,909.13)
Net Increase/(Decrease) Cash and Equivalent	(\$37,640.03)	(\$721,464.45)
CASH BALANCES - END OF PERIOD	\$3,240,163.55	\$3,240,163.55

Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Ten Months Ending October 31, 2015

	October	YTD	Budget	% of Actual vs. Budget
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$17,551.68	\$171,273.71	\$209,680.00	81.68%
Operating Expenses				
Labor	161,072.32	1,539,424.13	1,884,121.00	81.71%
Benefits	95,014.27	1,055,881.32	1,423,526.00	74.17%
Services and User Fees	16,178.51	141,986.58	182,150.00	77.95%
Materials & Supplies	39,734.00	393,487.09	605,010.00	65.04%
Utilities	3,946.34	53,563.35	83,690.00	64.00%
Casualty/Liability Costs	8,761.66	80,167.74	108,480.00	73.90%
Taxes	802.88	4,882.37	8,028.00	60.82%
Miscellaneous Expenses	7,039.67	41,309.23	83,441.00	49.51%
Leases and Rentals		14,144.24	24,240.00	58.35%
Total Operating Expenses	332,549.65	3,324,846.05	4,402,686.00	75.52%
Operating Income (Loss)	(314,997.97)	(3,153,572.34)	(4,193,006.00)	75.21%
Non-Operating Revenues				
Non-Transportation Revenue	501.07	19,189.79	13,011.00	147.49%
Taxes Levied by Transit	300,907.26	3,200,580.20	3,514,918.00	91.06%
Local Grants & Contributions	1,250.00	16,500.00	17,500.00	94.29%
State Grants & Contributions	21,975.44	408,572.87	199,600.00	204.70%
Federal Grants & Contributions	68,471.00	493,384.00	814,932.00	60.54%
Total Non-Operating Revenues	393,104.77	4,159,620.02	4,581,353.00	90.79%
Net Income (Loss) Before Transfers In/(Out)	78,106.80	1,006,047.68	388,347.00	259.06%
Net Income/(Loss)	78,106.80	1,006,047.68	388,347.00	259.06%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Ten Months Ending October 31, 2015

	<u>October</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$11,734.24	\$119,195.83	\$142,800.00	83.47%
Fixed Route Fares - West - JTOC	405.30	3,537.25	5,400.00	65.50%
Dial-a-Ride Fares (DAR)	853.00	8,593.79	13,200.00	65.10%
Vanpools	4,494.14	36,783.84	45,000.00	81.74%
Extended Service		2,513.00	2,500.00	100.52%
 Auxiliary Transportation Revenues				
Other Services Revenue	65.00	650.00	780.00	83.33%
Total Operating Revenues	17,551.68	171,273.71	209,680.00	81.68%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	261.61	3,309.33	1,704.00	194.21%
Public Donations		123.70		0.00%
Other Nontransportation Revenues	239.46	15,756.76	11,307.00	139.35%
Taxes Levied Directly by Transit System - Sales & Use Tax	300,907.26	3,200,580.20	3,514,918.00	91.06%
Special Sales Tax Receipts - Miscellaneous		21,393.16	21,392.00	100.01%
 Local Grants and Contributions				
JTOC	1,250.00	12,500.00	15,000.00	83.33%
WSTIP		4,000.00	2,500.00	160.00%
 State Grants and Contributions				
Rural Mobility Competitive	21,665.00	407,969.00	193,600.00	210.73%
RTAP	310.44	603.87	6,000.00	10.06%
 Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	68,471.00	493,384.00	814,932.00	60.54%
 Capital Contributions - Local/State/Federal				
Capital Contributions - FTA 5311, Equipment Assistance (Federal)		791,588.46		0.00%
Capital Contributions - FTA 5311(f), Equipment Assistance (Federal)		468,187.00		0.00%
Total Nonoperating Revenues	393,104.77	5,419,395.48	4,581,353.00	118.29%
TOTAL REVENUES	410,656.45	5,590,669.19	4,791,033.00	116.69%

Jefferson Transit Authority
Expense Statement
For the Ten Months Ending October 31, 2015

	<u>October</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$53,072.85	\$508,949.90	\$614,707.00	82.80%
Operators Overtime - Fixed Route	6,365.09	53,169.10	53,864.00	98.71%
Operators Salaries & Wages - Dial-a-Ride (DAR)	10,894.29	98,891.70	157,420.00	62.82%
Operators Overtime - Dial-a-Ride (DAR)	426.29	6,042.41	7,269.00	83.13%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	46,370.63	428,329.62	530,549.00	80.73%
Other Overtime (Mntce, Dispatch, Cust Serv)	4,083.35	34,814.39	44,322.00	78.55%
Administration Salaries	39,859.82	409,227.01	475,990.00	85.97%
Benefits				
FICA	13,308.95	130,648.59	178,869.00	73.04%
Pension Plans (PERS)	18,286.14	178,152.96	226,231.00	78.75%
Medical Plans	36,030.69	377,667.34	499,313.00	75.64%
Dental Plans	2,941.04	30,507.01	43,695.00	69.82%
Unemployment Insurance (UI)			9,068.00	0.00%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,384.53	40,547.71	72,009.00	56.31%
Holiday	(203.57)	64,345.14	84,850.00	75.83%
General Leave	19,348.18	200,769.83	254,955.00	78.75%
Other Paid Absence (Court Duty & Bereavement)	276.81	8,920.32	14,686.00	60.74%
Uniforms, Work Clothing & Tools Allowance	212.89	5,213.61	13,350.00	39.05%
Other Benefits (HRA, EAP & Wellness)	428.61	19,108.81	26,500.00	72.11%
Service and User Fees				
Vanpool Services and Fees			3,000.00	0.00%
Advertising Fees	20.71	11,099.63	18,250.00	60.82%
Professional & Technical Services	12,559.58	71,299.58	77,050.00	92.54%
Contract Maintenance Services (IT Services)	64.30	1,442.72	2,125.00	67.89%
Security Services	142.50	963.53	4,400.00	21.90%
Vehicle Technical Services		24,240.11	30,750.00	78.83%
Property Maintenance Services	369.78	9,726.33	12,500.00	77.81%
Software Maintenance Fees	2,389.75	16,800.60	23,175.00	72.49%
Postage & Mail Meter Fees	282.44	2,345.13	3,600.00	65.14%
Drug & Alcohol Services	232.50	2,812.00	4,800.00	58.58%
Other Services & User Fees	116.95	1,256.95	2,500.00	50.28%
Materials and Supplies Consumed				
Fuel	20,590.53	216,535.56	407,000.00	53.20%
Tires	3,684.56	22,257.64	31,500.00	70.66%
Lubrication	821.13	6,760.96	10,550.00	64.08%
Tools	965.73	11,307.98	10,000.00	113.08%
Vehicle Maintenance & Repair Parts	8,508.23	66,775.79	62,000.00	107.70%
Non-Vehicle Maintenance & Repair Parts	1,045.53	6,443.20	8,240.00	78.19%
Vehicle Accessories			1,350.00	0.00%
Park & Ride Materials		485.59	3,000.00	16.19%
Shop Supplies (Maintenance & Cleaning)	1,074.03	15,149.32	18,500.00	81.89%
Safety & Emergency Supplies		1,411.72	8,550.00	16.51%
Office Supplies	584.65	13,888.76	13,420.00	103.49%
Computer Programs & Supplies	293.17	7,126.63	2,750.00	259.15%
Printing (Photocopier, Schedules & Brochures)	867.44	23,719.24	26,150.00	90.70%
Other Materials & Supplies	1,299.00	1,624.70	2,000.00	81.24%
Utilities				
Water, Sewer & Solid Garbage	1,508.79	14,101.77	26,920.00	52.38%
Utilities (Electrical & Propane)		12,016.41	23,475.00	51.19%
Telephone & Internet	2,437.55	27,445.17	33,295.00	82.43%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	8,761.66	87,616.60	108,480.00	80.77%
Recoveries of Public Liability & Property Damage Settlements		(7,448.86)		0.00%
Taxes				
State Taxes	338.05	3,299.41	4,278.00	77.13%
Vehicle Licensing & Registration Fees			750.00	0.00%
Other Licensing Fees & Taxes	464.83	1,582.96	3,000.00	52.77%

**Jefferson Transit Authority
Expense Statement
For the Ten Months Ending October 31, 2015**

	<u>October</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$549.08	\$8,200.36	\$15,591.00	52.60%
Travel & Meetings	4,324.30	15,348.64	29,900.00	51.33%
Safety Program (Rodeo & Safety Rewards)	1,804.29	2,709.42	6,500.00	41.68%
Training (Classes, Seminars & Materials)	140.00	13,290.81	26,550.00	50.06%
EE CDL and EE Physical Expense	222.00	1,760.00	4,600.00	38.26%
Other Miscellaneous			300.00	0.00%
Interest Expense				
Interest on Long-term Debt Obligation		510.00		0.00%
Leases and Rentals				
Transit Way & Passenger Stations		1,291.41	1,800.00	71.75%
Service Vehicles & Equipment		3,200.24	9,000.00	35.56%
Other General Administration Facilities		9,652.59	13,440.00	71.82%
TOTAL OPERATING EXPENSES	<u>332,549.65</u>	<u>3,325,356.05</u>	<u>4,402,686.00</u>	<u>75.53%</u>

Jefferson Transit
Treasury Pool Investments Account (Capital) and Checking Account
Capital Projects Tracking Report
October 2015

Current Account Status	Balance per Bank @ 10/31/15	\$ 1,194,713.48	\$ -
Balance per GL @ 9/30/15		\$ 1,196,974.93	
	Transfers - In	\$ -	
	Transfers - In (Bond Financing)	\$ -	
	Debt Financing Expenses	\$ -	
	Reimbursement	\$ -	
	Investment Interest	\$ 79.04	
	Transfers - Out (Purchases)	\$ (2,340.49)	
	Transfers - Out (Bond Reserves)	\$ -	
Balance per GL @ 10/31/15		\$ 1,194,713.48	

2015 Capital Projects				
Facility		Grant Funding	JTA Funding	JTA Appropriation
	2015 Budgeted Balance	\$ 480,000.00	\$ 120,000.00	\$ (120,000.00)
	Change to Add Regional STP funds	\$ 493,717.00	\$ 77,054.00	\$ (77,054.00)
	STP-Flex for Fuel Island	\$ 272,000.00	\$ 68,000.00	\$ (68,000.00)
	JTA Outlay	\$ -	\$ 1,795,222.00	\$ (1,795,222.00)
Monthly Payments				
	Jan-15 Pease, TCF, PT	\$ (178,458.00)	\$ (44,614.13)	\$ 44,614.13
	Feb-15 Pease, TCF, PT, Materials Testing	\$ (476,249.84)	\$ (119,062.46)	\$ 119,062.46
	Mar-15 Pease, TCF, PT, Materials Testing	\$ (311,775.30)	\$ (77,943.82)	\$ 77,943.82
	Apr-15 Pease, TCF, PT, Materials Testing, Other	\$ (359,680.07)	\$ (153,202.07)	\$ 153,202.07
	May-15 Pease, TCF, PT, Materials Testing, Other	\$ (321,911.26)	\$ (421,961.04)	\$ 421,961.04
	Jun-15 Pease, TCF, Permitting	\$ -	\$ (341,528.19)	\$ 341,528.19
	Jul-15 Pease, Permit, TCF, Furniture, Eco-Lift, Other	\$ -	\$ (354,190.34)	\$ 354,190.34
	Aug-15 Pease, TCF	\$ -	\$ (37,228.09)	\$ 37,228.09
	Sep-15 Jefferson County DCD	\$ -	\$ (1,853.50)	\$ 1,853.50
	Oct-15 TCF, Furniture	\$ -	\$ (1,853.47)	\$ 1,853.47
	Nov-15			
	Dec-15			
	Ending Balance			\$ (507,038.89)
Other Building and Structures		Grant Funding	JTA Funding	
Transit Shelter New & Replace	2015 Beginning Balance	\$ 22,472.00	\$ 5,618.00	\$ (5,618.00)
	Solar Lighting for Shelters	\$ (3,316.80)	\$ (829.20)	\$ 829.20
	New Transit Shelter	\$ (10,520.00)	\$ (2,630.00)	\$ 2,630.00
Kiosks and Signage	2015 Beginning Balance	\$ 8,000.00	\$ 2,000.00	\$ (2,000.00)
PNR Upgrades (banners, signs, etc)	2015 Beginning Balance	\$ -	\$ 35,000.00	\$ (35,000.00)
	Paint Shelter Structure		\$ (15,401.88)	\$ 15,401.88
	Retainage, Paint Shelter		\$ (810.62)	\$ 810.62
Four Corners PNR	2015 Beginning Balance	\$ 240,000.00	\$ 60,000.00	\$ (60,000.00)
	Ending Balance			\$ (82,946.30)
Revenue Vehicles				
Cut-a-Way Vehicles	2015 Beginning Balance	\$ 276,000.00	\$ 69,000.00	\$ (69,000.00)
Service Vehicles				
Service Equipment				
	2015 Supplemental Budget		\$ 24,000.00	\$ (24,000.00)
	VoIP Local Host Phone System-Down Pymt		\$ (4,194.35)	\$ 4,194.35
	70% Progress Payment		\$ (16,378.91)	\$ 16,378.91
	Progress Payment		\$ (2,024.18)	\$ 2,024.18
	Additional Radio		\$ (759.19)	\$ 759.19
	Final Expenses related to phone install		\$ (246.25)	\$ 246.75
	Ending Balance			\$ (396.62)
Office Furniture & Equipment				
IT Systems/Trapeze Upgrades	2014 Beginning Balance	\$ 47,090.00	\$ 11,772.00	\$ (11,772.00)
	Trapeze Upgrade 50%	\$ (5,584.20)	\$ (1,396.05)	\$ 1,396.05
	License and Equipment	\$ (1,899.20)	\$ (424.80)	\$ 424.80
	Projector & Attachments	\$ (6,041.26)	\$ (1,510.32)	\$ 1,510.32
	Small Parts Cabinets		\$ (5,851.43)	\$ 5,851.43
	Balance			\$ (2,589.40)

JTA Capital Reserve Account Balance \$ 1,194,713.48
JTA Appropriated Project Funds Sub-Total \$ (745,314.13)

Pending Reimbursements
Pending Payments

CAPITAL RESERVE BALANCE \$ 449,399.35

Total 2015 Budgeted Capital Projects \$ 4,106,945.00

DRAFT Jefferson Transit Authority Board

Meeting Minutes

Tuesday, October 20, 2015, 1:30 pm
63 4 Corners Road, Port Townsend, WA

CALL TO ORDER/WELCOME

The meeting was called to order by Jefferson Transit Authority (JTA) Board Chair Phil Johnson at 1:30 p.m. Other members present were Catharine Robinson, David Sullivan, Kathleen Kler, Robert Gray and Karen Kautzman.

STAFF PRESENT

General Manager Tammi Rubert, Finance Manager Sara Crouch, Mobility Outreach Manager Leesa Monroe, Operations Manager John Koschnick and Executive Assistant/Clerk of the Board Laura Smedley.

PUBLIC COMMENT

Darrell Conder commented on the shuttle route schedule.

Tim Morgan commented on the HJ Carroll stop and the Sequim Route.

Brenda McMillan commented on shelter placement.

Burt Langsea commented on an article in the Port Townsend Leader and carbon footprint information.

Steve Oakford commented on increasing ridership by having service available for shift workers.

Tammi Rubert stated JTA will check into shuttle on-time performance. Ms. Rubert will also read and look into written suggestions from Tim Morgan. Ms. Rubert stated that in 2016, JTA will conduct surveys and studies for possible service increases in 2017.

John Koschnick stated that the shelter placement process includes planning, obtaining permits and pouring slabs.

Brenda McMillan asked about the Authority Board Chair position. Catharine Robinson explained the process.

DRAFT

NEW AGENDA ITEMS

Catharine Robinson requested the topics discussed at the Board Retreat be added as a formalized 2016 work plan to be discussed at the next Board meeting.

Robert Gray asked if the public restroom issue at the Haines Place Transit Center (HPTC) had been resolved.

Tammi Rubert stated Ben Arnold is seeking quotes for the cost of moving the door of the restroom that would allow for improved security.

FINANCE REPORT - Sara Crouch

Please see Attachment A

Ms. Crouch reported on the following items:

- Sales Tax Analysis Reports
- Revenue Report
- Expense Report
- Capital Activity

CONSENT AGENDA

a. Approval of Minutes, September 15, 2015

b. Approval of Expenses, September 2015

Motion: David Sullivan moved to approve the September 2015 Consent Agenda. Kathleen Kler seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

OLD BUSINESS

Amendment to Vanpool Pricing Policy: Change in Effective Date. Tammi Rubert presented this amendment by stating JTA is requesting the Board to approve amending the effective date of the Policy from October 1, 2015, to January 1, 2016.

On Page 2, under SCOPE, Pricing Structure Item Number 3; the pricing structure was put in place in anticipation of utilizing debit/credit cards for vanpool payments. Jefferson Transit is set up to take payments, but our vanpool customers have had processing issues and will not be ready to use debit cards by the original Resolution effective date of October 1, 2015

Motion: Kathleen Kler moved to approve the Amendment to Vanpool Pricing Policy. Catharine Robinson seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

Sara Crouch introduced Al Hatten, Director of the Washington State Transit Insurance Pool (WSTIP) to present JTA with the 2014 Safety Star Award. Mr. Hatten stated that based upon miles traveled over the last five years, JTA has the best record of all small transit agencies in Washington State. JTA operators are of the highest quality and professionalism. They take their job very seriously, their responsibilities to this community, to the Governing Board and to the public. Congratulations to the operators, maintenance staff and management team for doing their best to eliminate claims. In consideration of the Safety Star Award, JTA was awarded \$1500 to be used for employee recognition.

Resolution 15-18: Authority for the GM to update JTA's address to Policies and Other Necessary Documents. The Municipal Research and Services Center's (MRSC) legal department was contacted regarding the most efficient way to handle address changes on Policies and essential documents as they are discovered. Their legal department suggested giving the General Manager authority for address changes.

Motion: Catharine Robinson moved to approve Resolution 15-18 giving authority to the GM to update JTA's address to Policies and Other Necessary Documents. David Sullivan seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

Resolution 15-19: Disposing of Surplus Real Property located at 1615 W Sims Way. In anticipation of the sale of the above-mentioned property, approval from the Authority Board is requested to surplus this property.

Motion: Kathleen Kler moved to approve Resolution 15-19 to surplus real property located at 1615 W Sims Way. David Sullivan seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

REPORTS

OPERATIONS REPORT – John Koschnick

Please see Attachment B

John Koschnick reported on the following items:

- October Employment Anniversaries
- Fall Bid
- Temporary Drivers
- Future Events

Tammi Rubert reported on the following items:

- Environmental Study on 1615 W Sims Way
- New facility close-out projects

Catharine Robinson asked when to expect the permit allowing the installation of JTA's sign. Tammi Rubert stated JTA has met with the County and has applied for a Unified Development Code (UDC) amendment. 63 4 Corners Road is zoned residential with a conditional use permit, and that does not allow for a lighted sign. David Sullivan stated the County is attempting to find a simple fix to the sign code that would allow it to be placed as an exception to the zoning in this area and will not have unintended consequences for other residential areas.

RIDERSHIP

Ridership in September was 1.2% lower than August. Looking at individual routes, the #1 Brinnon, #2 Fort Worden, #6 Tri-Area and the #11 Shuttle are up, the #3 Castle Hill and the commuter routes, #7 Poulsbo and #8 Sequim and JTOC are down.

Dial-A-Ride boardings-per-hour are down. On-time performance is up over last month.

Our fixed route service has not had on-time compliance reported in the past. Miranda Nash is developing an Access report that will be able to break down which routes are not working well in our fixed route ridership. This information will be added to the Ridership Report in the future. The goal set by industry standards is 95% on-time compliance.

In doing research, Mr. Koschnick has found a software/computer program that can detail ridership through tablets. This could be a much cheaper option than the sophisticated fare boxes that keep track of ridership. It could possibly pinpoint where people are getting on and off our buses.

PUBLIC COMMENT

Debbie Jahnke would like to see the retreat documents available online.

Brenda McMillan would like to see free passes given away to increase ridership.

Darrell Conder commented on All-Staff Training Day.

Bert Langsea commented on the abandoned bus stops on Highway 20. He would like to see signs directing riders to the new facility.

DRAFT

Tammi Rubert stated JTA will attempt to educate occasional riders regarding the bus stop changes.

All-Staff Training day is held on November 11th because it is a holiday and we were hoping for a smaller impact for riders.

JTA occasionally gives out free passes to promote ridership.

Catharine Robinson and Robert Gray excused themselves from the Executive Session. A quorum of the Board was still in attendance.

EXECUTIVE SESSION

Executive Session per RCW 42.30.110 for discussion regarding personnel and property, with possible action anticipated.

Resolution 15-20: Approving a proposed Sale Agreement for 1615 West Sims Way, Port Townsend, Washington and authorizing the General Manager to sign all documents necessary for the closing of the sale.

Motion: Kathleen Kler moved that the Board Authorize the General Manager to accept the second counter offer to the real estate purchase and sale agreement located at 1615 W Sims Way. David Sullivan seconded.

Vote: The motion carried unanimously, 3-0 by voice vote.

Motion: David Sullivan moved to increase the salary of the General Manager and accept the new contract. Kathleen Kler seconded.

Vote: The motions carried unanimously, 3-0 by voice vote.

Executive Session began at 2:50 pm

Executive Session ended at 3:55 pm

ADJOURNMENT

The meeting was adjourned at 3:56 p.m. The next regular meeting will be held Tuesday, October 20, 2015, at 1:30 p.m. at 63 4 Corners Road, Port Townsend.

Laura Smedley, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

Attachemnt A

October 15, 2015

TO: Board of Trustees, Jefferson Transit Authority
FROM: Sara Crouch, Finance/HR Manager
RE: September 2015 Financial Report

Sales Tax Analysis Reports –

- Sales tax for July 2015 is 11% higher than received for July 2014. Cumulatively JTA is up 7% compared to the budgeted sales tax figures.

Revenue Report –

- Fixed Route Revenues are at budget, JTOC, DAR and Vanpool under. The Extended Service figure is Wooden Boat Pass Sales and Farebox receipts for the Wooden Boat weekend.

Expense Report – Overall JTA is 7.14% under budget

- **Labor** – We have seen an increase in fixed route overtime over the summer months. This figure should level out over the remainder of the year. Administration salaries are slightly over budget, a large portion of the variance is due to the facility move and the need to have the IT Administrator working full time during the transition. The IT Administrator position has returned to part-time status.
- **Benefits** – On Track
 - Holiday is over budget because we “front load” the two personal holidays each employee receives annually, however this figure continues to level out as the year progresses (almost there!).
- **Service and User Fees** – Overall on track
 - Professional and Technical Services – was tracking over budget now only slightly over budget, a Phase 2 Environmental Study performed at the Sims Way property will have a budgetary impact on Professional and Technical Services.
 - Vehicle Technical Services – Back in line with budget
 - Property Maintenance Services – Back in line with budget
- **Materials and Supplied Consumed**
 - Tools line item is over budget due to purchase of an outside tool storage unit.
 - Vehicle Maintenance and Repair Parts is over budget, part of this is due to the surplus of parts that we no longer use; those items had to be “expensed” from the inventory.
 - Office Supplies – over budget, needed to purchase office equipment (mail boxes, two office chairs) due to move.
 - Computer Programs & Supplies is over budget and will remain over budget.
- **Casualty and Liability Costs**
 - The recovery listed is a subrogation claim paid to Jefferson Transit from an incident that occurred in April 2015.
- The remaining over budget or under budget figures are due to timing.

Capital Activity –

- Capital activity in September: DCD permit fee



September 2015 Financial Summary

Budget Tracking Figure: 75%

1. Operational Expenses:	\$323,163.38
Operational Revenues:	\$20,867.36
Non-Operational Income:	\$432,954.40
Capital Expenses:	\$1,653.50
Capital Income:	\$0.00
2. Sales Tax Received 9/30/2015 for July 2015:	\$371,144.67
Sales Tax Received 9/30/2014 for July 2014:	\$334,282.34
Sales tax increased from prior year 11%	
3. Cash on Hand as of September 30, 2015*:	
Operating:	\$1,256,149.50
Operating Reserve (50% Funded):	\$550,000.00
(Minimum Funding Required \$1,100,000)	
Capital Account:	\$623,711.24
Capital Reserve:	\$573,263.69
Unemployment Reserve:	\$21,575.00
Bond Payment Reserve:	\$41,464.26
Bond Reserve:	\$85,250.00
EFT Fund:	\$120,444.25
Travel Fund:	\$1,219.41
Total	\$3,273,077.35**

*"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.

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis

Projection Year

2015

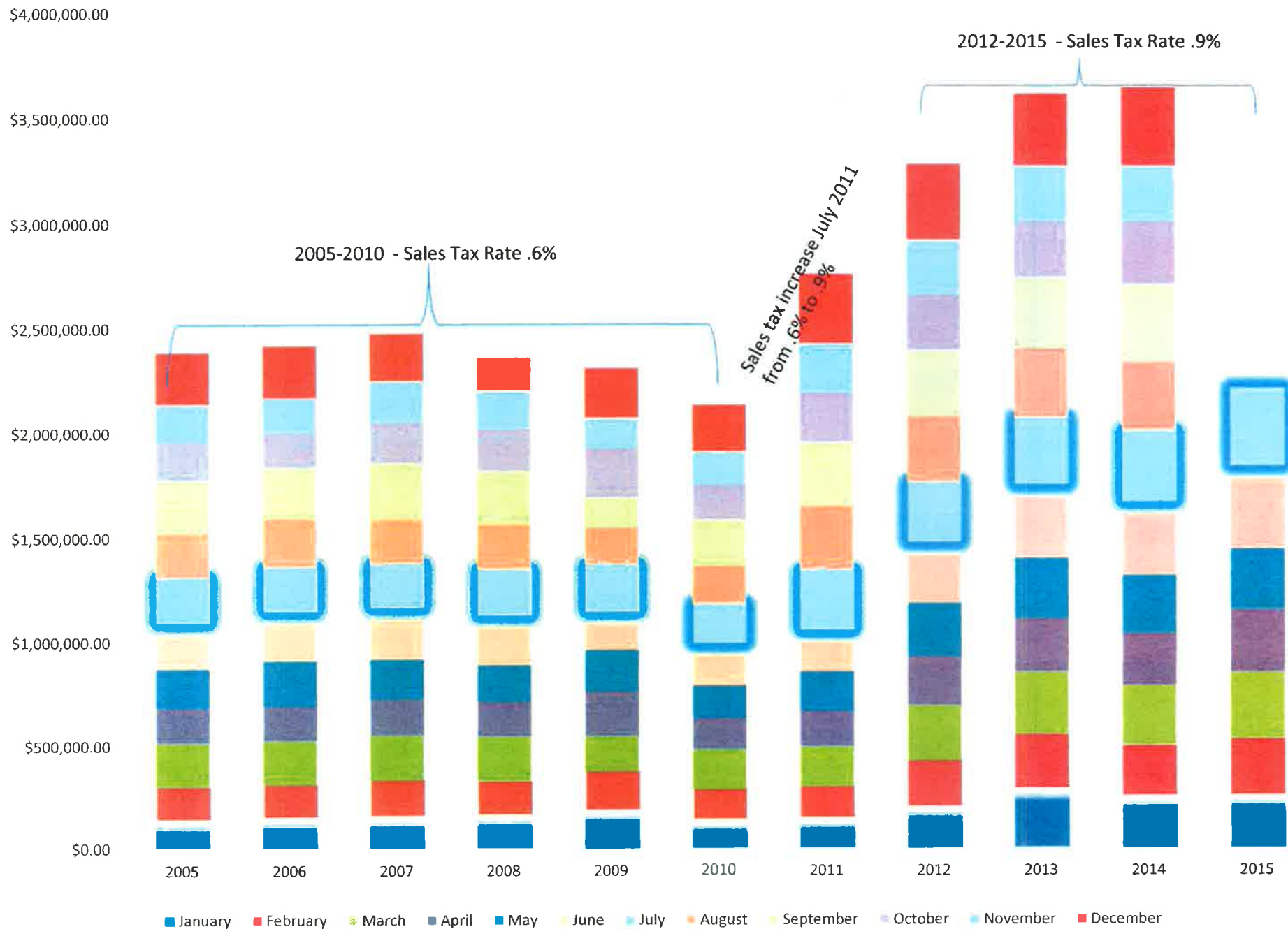
Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Monthly Act to Bud Variance	2015 Cumulative Cash Actual Sales Tax Received	2015 Cumulative Cash Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,865.96	\$261,546.64	\$263,071.24	\$234,370.59	\$246,090.00	6.41%	\$261,865.96	246,090.00	6.41%
February	0.90%	\$374,287.05	\$344,682.23	\$361,349.36	\$331,924.43	\$338,020.00	10.73%	\$636,153.01	584,110.00	8.91%
March	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$897,970.98	846,540.00	6.08%
April	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$1,169,417.80	1,098,510.00	6.45%
May	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$1,490,072.16	1,392,994.00	6.97%
June	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,792,903.96	1,652,536.00	8.49%
July	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$2,085,263.07	1,939,496.00	7.52%
August	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$2,479,672.27	2,302,707.00	7.69%
September	0.90%	\$371,144.67	\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	8.32%	\$2,850,816.94	2,645,346.00	7.77%
October	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,968,821.00	
November	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	3,278,312.00	
December	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	3,525,405.00	
Total		\$2,850,816.94	\$3,620,676.50	\$3,639,307.56	\$3,226,039.90	\$3,525,405.00	0.00%			
Monthly Average		\$316,757.44	\$301,723.04	\$303,275.63	\$268,836.66	\$293,783.75				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Actual to Budgeted Variance	2015 Cumulative Accrual Actual Sales Tax Received	2015 Cumulative Accrual Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$261,817.97	262,430.00	(0.23%)
February	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$533,264.79	514,400.00	3.67%
March	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$853,919.15	808,884.00	5.57%
April	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,156,750.95	1,068,426.00	8.27%
May	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$1,449,110.06	1,355,386.00	6.91%
June	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$1,843,519.26	1,718,597.00	7.27%
July	0.90%	\$371,144.67	\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	8.32%	\$2,214,663.93	2,061,236.00	7.44%
August	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,384,711.00	
September	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	2,694,202.00	
October	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	2,941,295.00	
November	0.90%		\$261,865.96	\$261,546.64	\$263,071.24	\$241,672.00	0.00%	\$0.00	3,182,967.00	
December	0.90%		\$374,287.05	\$344,682.23	\$361,349.36	\$331,952.00	0.00%	\$0.00	3,514,919.00	
Total		\$2,214,663.93	\$3,650,600.64	\$3,621,115.83	\$3,284,165.48	\$3,514,919.00	0.00%			
Monthly Average		\$316,380.56	\$304,216.72	\$301,759.65	\$273,680.46	\$292,909.92				

Jefferson Transit Authority - 2005-2015 Cumulative Sales Tax (Accrual Based)



Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Nine Months Ending September 30, 2015

	September	Year to Date
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$3,146,311.20	\$3,961,628.00
Operating Cash Provided/(Used) by:		
Operating Activities	(\$243,012.03)	(\$3,048,870.08)
Non-Capital Financing Activities	\$374,328.83	\$3,714,607.53
Investing Activities	\$387.57	\$3,047.72
Total Operating Cash Provided/(Used)	\$131,704.37	\$668,785.17
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	(\$211.99)	(\$1,352,609.59)
Net Increase/(Decrease) Cash and Equivalent	\$131,492.38	(\$683,824.42)
CASH BALANCES - END OF PERIOD	\$3,277,803.58	\$3,277,803.58

Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Nine Months Ending September 30, 2015

	September	YTD	Budget	% of Actual vs. Budget
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$20,867.36	\$153,722.03	\$209,680.00	73.31%
Operating Expenses				
Labor	154,248.84	1,378,351.81	1,884,121.00	73.16%
Benefits	102,201.01	960,784.25	1,423,526.00	67.49%
Services and User Fees	5,007.22	123,335.00	182,150.00	67.71%
Materials & Supplies	51,319.04	355,342.01	605,010.00	58.73%
Utilities	4,151.10	47,051.20	83,690.00	56.22%
Casualty/Liability Costs	1,312.80	71,406.08	108,480.00	65.82%
Taxes	521.74	4,079.49	8,028.00	50.82%
Miscellaneous Expenses	4,257.43	33,966.90	83,441.00	40.71%
Leases and Rentals	144.20	13,051.02	24,240.00	53.84%
Total Operating Expenses	323,163.38	2,987,367.76	4,402,686.00	67.85%
Operating Income (Loss)	(302,296.02)	(2,833,645.73)	(4,193,006.00)	67.58%
Non-Operating Revenues				
Non-Transportation Revenue	1,071.73	18,688.72	13,011.00	143.64%
Taxes Levied by Transit	337,996.67	2,899,672.94	3,514,918.00	82.50%
Local Grants & Contributions	3,750.00	15,250.00	17,500.00	87.14%
State Grants & Contributions	21,665.00	386,597.43	199,600.00	193.69%
Federal Grants & Contributions	68,471.00	424,913.00	814,932.00	52.14%
Total Non-Operating Revenues	432,954.40	3,766,515.25	4,581,353.00	82.21%
Net Income (Loss) Before Transfers In/(Out)	130,658.38	932,869.52	388,347.00	240.22%
Net Income/(Loss)	130,658.38	932,869.52	388,347.00	240.22%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Nine Months Ending September 30, 2015

	<u>September</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$13,065.39	\$107,461.59	\$142,800.00	75.25%
Fixed Route Fares - West - JTOC	442.34	3,131.95	5,400.00	58.00%
Dial-a-Ride Fares (DAR)	980.93	7,740.79	13,200.00	58.64%
Vanpools	3,800.70	32,289.70	45,000.00	71.75%
Extended Service	2,513.00	2,513.00	2,500.00	100.52%
 Auxiliary Transportation Revenues				
Other Services Revenue	65.00	585.00	780.00	75.00%
Total Operating Revenues	20,867.36	153,722.03	209,680.00	73.31%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	387.57	3,047.72	1,704.00	178.86%
Public Donations		123.70		0.00%
Other Nontransportation Revenues	684.16	15,517.30	11,307.00	137.24%
Taxes Levied Directly by Transit System - Sales & Use Tax	337,996.67	2,899,672.94	3,514,918.00	82.50%
Special Sales Tax Receipts - Miscellaneous		21,393.16	21,392.00	100.01%
 Local Grants and Contributions				
JTOC	1,250.00	11,250.00	15,000.00	75.00%
WSTIP	2,500.00	4,000.00	2,500.00	160.00%
 State Grants and Contributions				
Rural Mobility Competitive	21,665.00	386,304.00	193,600.00	199.54%
RTAP		293.43	6,000.00	4.89%
 Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	68,471.00	424,913.00	814,932.00	52.14%
 Capital Contributions - Local/State/Federal				
Capital Contributions - FTA 5311, Equipment Assistance (Federal)		791,588.46		0.00%
Capital Contributions - FTA 5311(f), Equipment Assistance (Federal)		468,187.00		0.00%
Total Nonoperating Revenues	432,954.40	5,026,290.71	4,581,353.00	109.71%
TOTAL REVENUES	453,821.76	5,180,012.74	4,791,033.00	108.12%

**Jefferson Transit Authority
Expense Statement
For the Nine Months Ending September 30, 2015**

	<u>September</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$48,976.44	\$455,877.05	\$614,707.00	74.16%
Operators Overtime - Fixed Route	6,349.91	46,804.01	53,864.00	86.89%
Operators Salaries & Wages - Dial-a-Ride (DAR)	9,486.25	87,997.41	157,420.00	55.90%
Operators Overtime - Dial-a-Ride (DAR)	1,375.75	5,616.12	7,269.00	77.26%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	43,813.41	381,958.99	530,549.00	71.99%
Other Overtime (Mntce, Dispatch, Cust Serv)	3,230.26	30,731.04	44,322.00	69.34%
Administration Salaries	41,016.82	369,367.19	475,990.00	77.60%
Benefits				
FICA	13,032.13	117,339.64	178,869.00	65.60%
Pension Plans (PERS)	18,644.67	159,866.82	226,231.00	70.67%
Medical Plans	37,417.55	341,636.65	499,313.00	68.42%
Dental Plans	3,041.34	27,565.97	43,695.00	63.09%
Unemployment Insurance (UI)			9,068.00	0.00%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,162.09	36,163.18	72,009.00	50.22%
Holiday	6,548.14	64,548.71	84,850.00	76.07%
General Leave	17,048.02	181,421.65	254,955.00	71.16%
Other Paid Absence (Court Duty & Bereavement)	854.57	8,643.51	14,686.00	58.86%
Uniforms, Work Clothing & Tools Allowance	688.28	5,000.72	13,350.00	37.46%
Other Benefits (HRA, EAP & Wellness)	764.22	18,597.40	26,500.00	70.18%
Service and User Fees				
Vanpool Services and Fees			3,000.00	0.00%
Advertising Fees	955.16	11,078.92	18,250.00	60.71%
Professional & Technical Services	1,841.60	57,856.50	77,050.00	75.09%
Contract Maintenance Services (IT Services)		1,378.42	2,125.00	64.87%
Security Services	142.50	821.03	4,400.00	18.66%
Vehicle Technical Services		22,952.54	30,750.00	74.64%
Property Maintenance Services	355.21	9,054.55	12,500.00	72.44%
Software Maintenance Fees	1,335.25	14,410.85	23,175.00	62.18%
Postage & Mail Meter Fees		2,062.69	3,600.00	57.30%
Drug & Alcohol Services	232.50	2,579.50	4,800.00	53.74%
Other Services & User Fees	145.00	1,140.00	2,500.00	45.60%
Materials and Supplies Consumed				
Fuel	25,905.87	200,768.78	407,000.00	49.33%
Tires	4,361.21	18,573.08	31,500.00	58.96%
Lubrication	379.79	5,939.83	10,550.00	56.30%
Tools	4,784.98	10,250.30	10,000.00	102.50%
Vehicle Maintenance & Repair Parts	5,468.71	55,296.27	62,000.00	89.19%
Non-Vehicle Maintenance & Repair Parts	1,155.15	5,397.67	8,240.00	65.51%
Vehicle Accessories			1,350.00	0.00%
Park & Ride Materials	66.65	485.59	3,000.00	16.19%
Shop Supplies (Maintenance & Cleaning)	2,016.43	14,075.29	18,500.00	76.08%
Safety & Emergency Supplies	227.09	1,411.72	8,550.00	16.51%
Office Supplies	1,230.56	13,132.52	13,420.00	97.86%
Computer Programs & Supplies	(17.99)	6,833.46	2,750.00	248.49%
Printing (Photocopier, Schedules & Brochures)	5,740.59	22,851.80	26,150.00	87.39%
Other Materials & Supplies		325.70	2,000.00	16.29%
Utilities				
Water, Sewer & Solid Garbage	1,499.63	12,592.98	26,920.00	46.78%
Utilities (Electrical & Propane)		10,094.04	23,475.00	43.00%
Telephone & Internet	2,651.47	24,364.18	33,295.00	73.18%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	8,761.66	78,854.94	108,480.00	72.69%
Recoveries of Public Liability & Property Damage Settlements	(7,448.86)	(7,448.86)		0.00%
Taxes				
State Taxes	401.91	2,961.36	4,278.00	69.22%
Vehicle Licensing & Registration Fees			750.00	0.00%
Other Licensing Fees & Taxes	119.83	1,118.13	3,000.00	37.27%

**Jefferson Transit Authority
Expense Statement
For the Nine Months Ending September 30, 2015**

	<u>September</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$839.28	\$7,651.28	\$15,591.00	49.07%
Travel & Meetings	2,774.15	10,771.68	29,900.00	36.03%
Safety Program (Rodeo & Safety Rewards)		905.13	6,500.00	13.93%
Training (Classes, Seminars & Materials)	220.00	13,100.81	26,550.00	49.34%
EE CDL and EE Physical Expense	424.00	1,538.00	4,600.00	33.43%
Other Miscellaneous			300.00	0.00%
Interest Expense				
Interest on Long-term Debt Obligation	425.00	510.00		0.00%
Leases and Rentals				
Transit Way & Passenger Stations	144.20	1,291.41	1,800.00	71.75%
Service Vehicles & Equipment		3,200.24	9,000.00	35.56%
Other General Administration Facilities		8,559.37	13,440.00	63.69%
TOTAL OPERATING EXPENSES	<u>323,588.38</u>	<u>2,987,877.76</u>	<u>4,402,686.00</u>	<u>67.86%</u>

Jefferson Transit
Treasury Pool Investments Account (Capital) and Checking Account
Capital Projects Tracking Report
September 2015

Current Account Status	Balance per Bank @ 9/30/15	\$ 1,196,974.93	\$ -
Balance per GL @ 9/30/15		\$ 1,234,941.44	
	Transfers - In	\$ -	
	Transfers - In (Bond Financing)	\$ -	
	Debt Financing Expenses	\$ -	
	Reimbursement	\$ -	
	Investment Interest	\$ 72.20	
	Transfers - Out (Purchases)	\$ (38,038.71)	
	Transfers - Out (Bond Reserves)	\$ -	
Balance per GL @ 9/30/15		\$ 1,196,974.93	

2015 Capital Projects				
Facility		Grant Funding	JTA Funding	JTA Appropriation
	2015 Budgeted Balance	\$ 480,000.00	\$ 120,000.00	\$ (120,000.00)
	Change to Add Regional STP funds	\$ 493,717.00	\$ 77,054.00	\$ (77,054.00)
	STP-Flex for Fuel Island	\$ 272,000.00	\$ 68,000.00	\$ (68,000.00)
	JTA Outlay	\$ -	\$ 1,795,222.00	\$ (1,795,222.00)
Monthly Payments		\$ -	\$ -	\$ -
	Jan-15 Pease, TCF, PT	\$ (178,458.00)	\$ (44,614.13)	\$ 44,614.13
	Feb-15 Pease, TCF, PT, Materials Testing	\$ (476,249.84)	\$ (119,062.48)	\$ 119,062.48
	Mar-15 Pease, TCF, PT, Materials Testing	\$ (311,775.30)	\$ (77,943.82)	\$ 77,943.82
	Apr-15 Pease, TCF, PT, Materials Testing, Other	\$ (359,660.07)	\$ (153,202.07)	\$ 153,202.07
	May-15 Pease, TCF, PT, Materials Testing, Other	\$ (321,911.26)	\$ (421,961.04)	\$ 421,961.04
	Jun-15 Pease, TCF, Permitting	\$ -	\$ (341,528.19)	\$ 341,528.19
	Jul-15 Pease, Permit, TCF, Furniture, Eco-Lift, Other	\$ -	\$ (354,190.34)	\$ 354,190.34
	Aug-15 Pease, TCF	\$ -	\$ (37,228.09)	\$ 37,228.09
	Sep-15 Jefferson County DCD	\$ -	\$ (1,653.50)	\$ 1,653.50
	Oct-15			
	Nov-15			
	Dec-15			
	Ending Balance			\$ (508,892.36)
Other Building and Structures		Grant Funding	JTA Funding	
Transit Shelter New & Replace	2015 Beginning Balance	\$ 22,472.00	\$ 5,618.00	\$ (5,618.00)
	Solar Lighting for Shelters	\$ (3,316.80)	\$ (829.20)	\$ 829.20
	New Transit Shelter	\$ (10,520.00)	\$ (2,630.00)	\$ 2,630.00
Kiosks and Signage	2015 Beginning Balance	\$ 8,000.00	\$ 2,000.00	\$ (2,000.00)
PNR Upgrades (banners, signs, etc)	2015 Beginning Balance	\$ -	\$ 35,000.00	\$ (35,000.00)
	Paint Shelter Structure		\$ (15,401.88)	\$ 15,401.88
	Retainage, Paint Shelter		\$ (810.62)	\$ 810.62
Four Corners PNR	2015 Beginning Balance	\$ 240,000.00	\$ 60,000.00	\$ (60,000.00)
	Ending Balance			\$ (82,946.30)
Revenue Vehicles				
Cut-a-Way Vehicles	2015 Beginning Balance	\$ 276,000.00	\$ 69,000.00	\$ (69,000.00)
Service Vehicles				
Service Equipment				
	2015 Supplemental Budget		\$ 24,000.00	\$ (24,000.00)
	VoIP Local Host Phone System-Down Pymt		\$ (4,194.35)	\$ 4,194.35
	70% Progress Payment		\$ (16,378.91)	\$ 16,378.91
	Progress Payment		\$ (2,024.18)	\$ 2,024.18
	Additional Radio		\$ (759.19)	\$ 759.19
	Final Expenses related to phone install		\$ (246.25)	\$ 246.75
	Ending Balance			\$ (396.62)
Office Furniture & Equipment				
IT Systems/Trapeze Upgrades	2014 Beginning Balance	\$ 47,090.00	\$ 11,772.00	\$ (11,772.00)
	Trapeze Upgrade 50%	\$ (5,584.20)	\$ (1,396.05)	\$ 1,396.05
	License and Equipment	\$ (1,699.20)	\$ (424.80)	\$ 424.80
	Projector & Attachments	\$ (6,041.26)	\$ (1,510.32)	\$ 1,510.32
	Small Parts Cabinets		\$ (5,851.43)	\$ 5,851.43
	Balance			\$ (2,589.40)

JTA Capital Reserve Account Balance \$ 1,196,974.93
JTA Appropriated Project Funds Sub-Total \$ (747,167.60)

Pending Reimbursements
Pending Payments

CAPITAL RESERVE BALANCE \$ 449,807.33

Total 2015 Budgeted Capital Projects \$ 4,106,945.00



63 4 Corners Road, Port Townsend, WA 98368

OPERATIONS REPORT – OCTOBER 20, 2015
Attachment B

October Employment Anniversaries

▪ Karen Kautzman	10/21/2004	11 years
▪ Lloyd Eisenman	10/2/2005	10 years
▪ Rob Bondurant	10/22/1998	17 years

Monthly Highlights

October 5 – Fall bid began and will run through January 9, 2016. Two significant changes were:

- #11 to the hospital main entrance
- #1 to Triton Cove

Temporary drivers: One hired to regular driver position. One took employment elsewhere. One is still with us.

Future

- Preparing for All Staff Training Day on November 11. Will include AED training for all employees now that we have an AED at each facility.
- Preparing for winter driving including the 2015-2016 Winter Prep Interagency Meeting at WSDOT Port Angeles Maintenance Facility.



1615 W. Sims Way, Port Townsend, WA 98368

General Manager's Report

Attachment C

October 20, 2015

Phase I and Phase II Environmental Assessments

Jefferson Transit had a Phase I Environmental Site Assessment completed May 29, 2014, in anticipation of the sale of the 1615 West Sims Way Property. On October 15, 2015, a Phase II Environmental Site Assessment was completed by EnviorSound Consulting out of Silverdale. The work went fairly smoothly. The Ground Penetrating Radar (GPR) survey did not show the presence of an Underground Storage Tank (UST) or an area where a UST may have been located. They did encounter potential fill material in the last probe location but there was no visible staining or odors in any of the soil samples. Groundwater was not encountered. Once the samples are returned from the lab, a report will follow. The estimated time for the return of the samples is a week to 10 days.

Washington State Transit Association (WSTA)

Upcoming WSTA Board and Committee meetings:

- October 21-23: WSTA Operations Committee Meeting, Seattle (John)
- October 26-27: WSTA Clerks of the Authority Committee Meeting, Port Townsend (Laura)
- November 6: WSTA HR Roundtable Committee Meeting, Bremerton (Tammi)
- November 12-13 WSTA 4th Qtr. Board Meeting, Anacortes (Tammi)

Update on New Facility Project

Schedule/Budget Status:

At this time, we are in the closeout phase of our project. There are some outstanding items being worked on at this time.

Customer Service (360) 385-4777 Administrative Offices (360) 385-3020

www.JeffersonTransit.com

- Pease, JTA and Samantha Trone continue to meet every Monday and Wednesday regarding Project Closeout
- Still await a solution from Clearspan, for the Fabric Structure patch which was unacceptable
- 2 inch water main to replace the 1 inch is to begin October 22nd.
- Monument Sign (waiting for permit)
- Final Acceptance (unknown date at this time)
- On budget

Miscellaneous Items

I am very sad to report the sudden passing of a colleague from Clallam Transit, Nancy Vivolo. Nancy was a Paratransit Supervisor, Vanpool Coordinator and played a big part in organizing the Regional Bus Rodeo. I think we will all miss her great smile.

The Peninsula Regional Transportation Planning Organization Coordinated Human Services Stakeholder Meeting was held at our new transit facility on October 14, 2015. The purpose of this meeting was to hear comments from the stakeholders regarding last year's consolidated grant process. The group was asked to comment on what processes and procedures they would like changed for the future.

The FTA proposed a new rule on September 30th that would require public transit agencies to create a plan for managing their capital assets, as well as creating state of good repair performance measures and targets, as directed by MAP-21. SMTA responded with the attached letter.

SMTA

Small & Mid-Sized Transit Alliance
C/o Washington State Transit Association
2629 12th Court SW
Olympia WA 98502-1118

October 9, 2015

Honorable Therese McMillian
Acting Administrator, Federal Transit Administration
U.S. Department of Transportation
1200 New Jersey Avenue S.E.
Washington, DC 20590

Re: FTA Safety Notice of Proposed Rulemaking

Dear Administrator McMillian:

Eighteen small urban and rural transit agencies from around the state are members of the Small & Mid-sized Transit Alliance (SMTA), which is a caucus of the Washington State Transit Association (WSTA). Collectively, we provide fixed-route, commuter fixed-route, deviated fixed-route, demand response, paratransit, and vanpool service to very diverse communities across the state.

Safety is our number one priority in serving our communities. We know the same is true for the urban and regional public transportation systems in our state, as well for our state's non-profit community providers.

As you continue to refine the Federal Transit Administration's safety rulemaking and regulations, we respectfully urge you to consider the following key points:

- One size does not fit all. It is imperative that the new safety regulations be relevant and properly scaled to the greatest extent practicable.
- Specifically, the FTA should provide a separate safety approach for rural, small urban and specialized operators.
- The FTA should recognize that rural and small urban systems lack the staffing and resources of larger agencies. Potential new regulatory and implementation burdens, including data collection, impose a significant threat of service cuts, fare increases and job losses to our members.
- Flexibility should be authorized at the state level to implement requirements.

Further, our members are supportive of the comments you have received from both the CTAA and AASHTO on behalf of rural and small urban public transit systems.

Thank you for considering our comments and ensuring a path that allows us to continue to serve our communities safely.

Sincerely,



Wendy Clark-Getzin, P.E.
President, Small & Mid-Sized Transit Alliance
General Manager, Clallam Transit System

DRAFT

Jefferson Transit Authority Board

Retreat-Workshop Minutes

Tuesday, October 20, 2015, 10:00 am
63 4 Corners Road, Port Townsend, WA

CALL TO ORDER/WELCOME

The meeting was called to order by Jefferson Transit Authority (JTA) Board Vice-Chair Catharine Robinson at 1:03 a.m. Other members present were David Sullivan and Robert Gray. A quorum was present

STAFF PRESENT

General Manager Tammi Rubert, Finance Manager Sara Crouch, Operations Manager John Koschnick, Mobility and Outreach Manager Leesa Monroe, Grants and Procurement Administrator Cheryl Loran and Executive Assistant/Clerk of the Board Laura Smedley.

2016 WORK PLAN, GOALS, AND OBJECTIVES

Tammi Rubert welcomed everyone and began her presentation about the JTA 2016 Work Plan and Goals and Objectives.

Phil Johnson entered the meeting at 10:06 a.m.

Some of the 2016 Goals are:

- Financial Stability
- Agency and Community Workshops
- Maintain relationships and connections with community peer and partners
- Public Survey
- Assess transportation needs of our community

The Retreat-Workshop objectives are:

- Engage our community
- Balance
- Surveys
- Participate in peer groups
- Sustainability
- JTA Facility and Equipment in Emergency Management Planning
- Consider possible service enhancements
- Control Costs
- Efficient Service Plans
- 50 space Bike and Ride
- Purchase replacement vehicles

- Make what we have better
- Explore participating in providing service to community events of regional significance.

JEFFERSON TRANSIT'S FINANCE AND BUDGET DEVELOPMENT

Sara Crouch presented JTA's Finance and Budget Development. She discussed the following topics:

1. **Revenue** - Revenue is received from several sources including; sales tax, local, state and federal grants and passenger fares.
2. **Expenses** – 75% of JTA's budget is for salary and benefits.
3. **Capital Expenditures** – JTA is required by the Federal Transit Association (FTA) to maintain a state of good repair. JTA has consistently increasing maintenance costs due to our aging fleet.
4. **Debt Services** – In March 2014 JTA recognized there would be a shortfall in project funding and elected to issue bonds to complete the Administration and Maintenance Facility. The strict fiscal management and reserve policies of JTA earned an AA rating for these bonds.
5. **Reserve Policy** – In 2011 the JTA Board instituted a Reserve Policy to ensure a consistent level of service is provided to the community during future economic downturns, and to provide funding for future capital purchases. JTA is 50% funded in Operation Reserves and expects to be fully funded by the end of 2017.

JEFFERSON TRANSIT'S CURRENT GRANTS

Cheryl Loran delivered her presentation describing Jefferson Transit's Current Grants.

JTA has five Grants from three main Grant sources:

1. 2015-2017 Public Transportation Consolidated Grant (3 projects awarded) This is a biennial Grant that JTA applies for operational funds and sometimes capital projects.
 - Project A – Operating Grant for East Jefferson County Service
 - Project B – Operating Grant for West Jefferson County Service
 - Project C – Capital Grant for West Jefferson County for two Cutaway Buses
2. 2015-2017 Regional Mobility Grant. The Regional Mobility Grant is also biennial and highly competitive.
 - Washington State Department of Transportation supports local efforts to improve transit mobility and reduce congestion in our most heavily traveled roadways. We were awarded this Grant to use for a Park and Ride, which will include 100 stalls (50 already completed), electric vehicle charging stations and facilities to store bicycles.
3. 2015-2018 Surface Transportation Program (STP). This Grant is Triennial and shared by the City of Port Townsend, Jefferson County, and JTA.
 - This Grant was used to purchase two heavy-duty buses for East Jefferson County.

DRAFT

JEFFERSON TRANSIT'S SERVICE PLAN

John Koschnick presented a historical perspective on ridership from 2010 to 2015.

- In 2010, there were changes to routes and service models that did not do well. Ridership dropped from March to September.
- The whole service model changed in 2011 and ridership began to recover.
- In 2012-2013 ridership began to flat line.
- 2014 showed the first drop in ridership in the month of September, and 2015 is trending the same.

The breakdown in ridership shows 60% of riders are local residents, 19% are commuters, and 15% are tourists.

JTA would like to research and enhance the routes that are presently working well in 2016. The #6 Tri-Area has some time gaps. We would like to conduct surveys to show which times would benefit most riders. Also, JTA is considering some adjustments to the #11 Shuttle for improved service.

John then presented a Fare Review. Fares are a small, but important part of our funding. Fares have not changed for five years. Some suggestions have been to increase the day pass to \$2 and eliminate the out-of-county surcharge that is confusing for riders, and/or to charge a \$1 flat fare to passengers seeking a single trip.

JTA is planning to perform public outreach through advertising, JTA's website and surveys. After gathering and compiling research information staff will prepare recommendations to the Authority Board for consideration. If the Board approves the new fare structure, it could be implemented as early as June of 2016.

PUBLIC COMMENT

Darrell Conder commented on Dial-A-Ride service.

Brenda McMillan commented on the #11 Shuttle and Poulsbo service.

Burt Langsea would like to see more community engagement

Debbie Jahnke would like to see the public educated. She also commented on the CAC and carbon footprint.

DRAFT

ADJOURNMENT

The meeting was adjourned at 12:23 p.m. The next regular Authority Board meeting will be held Tuesday, October 20, 2015, at 1:30 p.m. at 63 4 Corners Road, Port Townsend.

Laura Smedley, Clerk of the Board

Date



63 4 Corners Rd, Port Townsend, WA 98368

DATE: 11/17/2015

October 2015 Expenses

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

- Accounts Payable Vouchers #94146-94184 in the amount of \$106,859.31
- Accounts Payable Voucher #94186 in the amount of \$4,594.47
- Accounts Payable Vouchers #94187-94229 in the amount of \$54,148.14
- Accounts Payable Voucher #94230 in the amount of \$345.00
- Accounts Payable Voucher #94231 in the amount of \$73,499.02
- Accounts Payable Vouchers #94232-94275 in the amount of \$113,268.48
- EFT Vouchers #5840-5844 in the amount of \$5,375.81
- EFT Vouchers #5845-5849 in the amount of \$4,913.94
- EFT Voucher #166 in the amount of \$33,389.78
- Capital Check #515 in the amount of \$1,653.50
- Capital Check #516 in the amount of \$211.99
- Capital Checks #517-518 in the amount of \$1,641.48
- Advance Travel Voucher #371 in the amount of \$530.01
- Advance Travel Vouchers #372-373 in the amount of \$128.00
- Advance Travel Vouchers #374-375 in the amount of \$368.00
- Transfer from the Operations account to the Bond Payment Reserve account for the purpose of paying the annual bond debt service for 2015 in the amount of \$6,755.96
- Voided Voucher #94207

Each Accounts Payable Claim Voucher has been Authorized and Approved by the Finance Committee.
The General Manager has approved these for the consent agenda.
These claim vouchers which detail specific vouchers are available for viewing upon request.

Laura Smedley
Clerk of the Authority



Authority Board Agenda Summary

MEETING DATE: November 17, 2015

AGENDA ITEM: Approval for Out-of-State Travel by Tammi Rubert

SUBMITTED BY: Tammi Rubert **TITLE:** General Manager

DEPARTMENT: Administration

**EXHIBITS/
ATTACHMENTS:**

Conference Information

BUDGETARY IMPACT (if applicable)

BUDGETED: _____

EXPENDITURE REQUIRED: \$1,400

FUNDING SOURCE: _____

REVIEWED BY: Tammi Rubert

MEETING DATE: 3- 21 to 3-25-2015

RECOMMENDATION: Approve

COMMENTS:

**SUMMARY
STATEMENT:**

General Manager & Human Resources Director Tammi Rubert would like to travel to Sacramento, CA to attend the 11th Annual Federal Transit Association Drug and Alcohol Program National Conference.

The Conference will provide a solid background on procedures for transportation workplace drug & alcohol testing programs, and prevention of alcohol misuse and prohibited drug use in transit operators. The Conference will be an exceptional opportunity for those both new and old to the transit industry with sessions tailored to both groups.

**RECOMMENDED
ACTION/MOTION:**

Motion: Move to approve out-of-state travel for Tammi Rubert



Search



[Home Page](#) >> [FTA Transit Safety and Oversight \(TSO\)](#) >> [Transit Safety](#) >> [Drug and Alcohol](#) >> [Drug and Alcohol Training](#) >> [11th Annual FTA Drug and Alcohol Program National Conference](#)

11th Annual National Conference

11th Annual FTA Drug and Alcohol Program National Conference

 Register

The Federal Transit Administration (FTA) is hosting the 11th Annual Drug and Alcohol Program National Conference on March 22 - 24, 2016.

Hyatt Regency Sacramento

1209 L Street
Sacramento, CA 95814
(916) 443-1234

<http://www.sacramento.hyatt.com/en/hotel/home.html>

[Register Now!](#)

This **FREE** three-day Conference will provide attendees with a solid background on 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operators). The Conference will be an exceptional opportunity for those both new and old to the transit industry with sessions tailored to both groups.

Speakers and Industry Experts

- Federal Transit Administration (FTA)
- US DOT/Volpe Drug and Alcohol Program Staff
- Office of the Secretary's Office of Drug and Alcohol Policy and Compliance (ODAPC)
- FTA Drug and Alcohol Auditors
- Federal Motor Carrier Safety Administration (FMCSA)
- Transportation Safety Institute (TSI)
- Medical Review Officer (MRO)
- Substance Abuse Professional (SAP)
- Third Party Administrator (TPA)

Resources

- Examples of Various Adulterants (substitutions and ways to beat a test)
- FTA Drug and Alcohol **FREE** Publications
- Policy Reviews
- Networking Opportunities
- Meet the Experts from FTA, OST, FMCSA and more...

Tuesday, March 22 (some sessions require pre-registration):

- 8:00 am - 5:00 pm On-site Conference Check-in (conference materials, nametags, etc.) available
- 9:00 am - 4:30 pm Beginner Drug and Alcohol Program Manager (DAPM) Training*
- 9:00 am - 12:00 pm Reasonable Suspicion Training
- 10:30 am - 12:00 pm Prescription and Over-the-Counter Medications
- 1:00 pm - 5:00 pm Experienced Drug and Alcohol Program Manager (DAPM) Training*
- 5:00 pm - 6:00 pm Networking for Like Sized Systems

* Pre-registration required for Beginner Drug and Alcohol Program Manager (DAPM) Training, Experienced Drug and Alcohol Program Manager (DAPM) Training, and Reasonable Suspicion Training

Wednesday, March 23:

- 8:00 am - 9:00 am On-site Conference check-in (conference materials, nametags, etc.)
- 9:00 am - 9:45 am Welcome and Opening Remarks
- 10:00 am - 6:00 pm General Sessions
- 6:00 pm - 7:00 pm Peer Networking Session



Hyatt Regency Sacramento
Capitol View Room, 15th Floor

Thursday, March 24:

- 9:00 am General Sessions

New Sessions

- | | |
|--|---|
| <ul style="list-style-type: none"> • FTA Training Games • How to Deal with Collection Site Problems • Common Drug and Alcohol Program Manager (DAPM) Mistakes and How to Correct Them • Everything You Ever Wanted to Know About Annual MIS Reporting • What You Need to Know About Public Interest Exclusions (PIEs) • The Importance of Contractor Oversight | <ul style="list-style-type: none"> • Creating a Local Network • How Rural/Very Small Systems Keep in Compliance • Transition Planning for DAPMs • Essentials of FTA Safety-Sensitive Employee Onboarding • Techniques for Training: 60 Minute Employee Drug Awareness and Reasonable Suspicion Determination |
|--|---|

A full agenda will be posted soon.

Hotel Information

Hyatt Regency Sacramento Hotel

1209 L Street
Sacramento, California 95814
Reservations: 1-916-443-1234

Reservations: A room block at the federal/government per diem rate of **\$112 per night, plus tax** has been arranged at the **Hyatt Regency Sacramento Hotel** for the **11th Annual FTA Drug and Alcohol Program National Conference** for the nights of **Sunday, March 20-Thursday, March 24, 2016**.

There are two options for making a reservation at the Hyatt Regency Sacramento Hotel. The **first option** is to contact the hotel directly at 1-916-443-1234 and ask to be transferred to Reservations. Identify yourself as part of the **11th Annual FTA Drug and Alcohol Program National Conference** in order to obtain the group rate. Please note that any guest that does not identify his or her affiliation with the **11th Annual FTA Drug and Alcohol Program National Conference** room block at the time of reservation or books outside of the room block will not receive the group rate.

The **second option** is to click on the following link <https://resweb.passkey.com/go/2016UDOT>. Please put in the dates of stay and follow the prompts to continue with booking your reservation.

Reservations will be accepted on a space and rate available basis at the group rate. If you wish to cancel your reservation please contact the hotel within **72 hours** of the arrival date.

Parking: Self-parking will be available at the rate of \$17 per day. Valet parking will be available at the rate of \$25 per day.

FAQ

How far is the hotel from Sacramento International Airport?

The airport is approximately 10 miles from the hotel.

What transportation is available from the airport?

- A taxi costs approximately \$40
- Super Shuttle offers convenient transportation to and from Sacramento International Airport for approximately \$15 per way. For shuttle service, guests are required to make reservations in advance by calling 1-800-BLUE-VAN.

[Register Now!](#)

If you have any questions or concerns, please contact the FTA Drug and Alcohol Project Office at (617) 494-6336 or email us at FTA.DAMIS@dot.gov.

Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 365-4000

Contact Us

FAQs

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**Estimated Travel for Tammi Rubert to attend the 11th Annual FTA Drug & Alcohol
National Conference to Sacramento, CA**

Flight Estimation		\$350.00
Travel to SeaTac	193.8 Round Trip x .345	\$66.86
Parking at SeaTac	\$11.95/day x 5	\$59.75
Bridge Toll		\$6.00
Hotel Shuttle	Round Trip	\$30.00
Hotel + Tax x 4 days	\$112 + 14% hotel tax	\$510.72
Meals/per diem	\$64/day x 5 days	\$320.00
		<u>\$1,343.33</u>



Authority Board Agenda Summary

MEETING DATE: November 17, 2015

AGENDA ITEM: Surplus property list of items valued under \$5,000 for Board information only

SUBMITTED BY: Ben Arnold TITLE: Maintenance Manager

DEPARTMENT: Maintenance

EXHIBITS/
ATTACHMENTS:

Surplus property list

BUDGETARY IMPACT (if applicable)

BUDGETED: N/A

EXPENDITURE REQUIRED: None

FUNDING SOURCE: N/A

REVIEWED BY: *Jammi Rubert*

RECOMMENDATION: Information only

SUMMARY
STATEMENT:

This surplus property list is for Board information only because individual items are valued under \$5,000. The JTA Surplus Policy states; "Any sale, loss or other transfer of property shall be reported to the Board," and "The Board of Directors must approve disposals of all rolling stock, real estate, and any property exceeding \$5,000 current fair market value. The General Manager or designee approves all other disposals."

RECOMMENDED
ACTION/MOTION:

No action or motion needed

Surplus Property

Shipping Storage Containers and Dome Tent for Surplus

Each of the items listed below is under \$5,000. This document is for the Authority Board's information.

- 1) 1-40 foot red shipping container. # 521969-2
Replacement value: \$2,300 – Fair condition
- 2) 1-40 foot orange Shipping container #UGMU 804808-4
Replacement value: \$2,300 – Fair condition
- 3) 1-40 foot silver shipping container #702468 US4310
Replacement value: \$2,300 – Fair condition
- 4) 1-40 foot gray shipping container #SU425515-1 4310
Replacement Value \$2,300 – Fair condition
This container was cut 66%/33%. One part for forklift storage and one part for tool storage.
- 5) 1-Metal framed green fabric dome tent. 16'x16'x45'
Replacement value: \$4,000 – Fair condition



Authority Board Agenda Summary

MEETING DATE: November 17, 2015

AGENDA ITEM: CAC Bylaws adopted by the JTA Authority Board on 5-17-2011

SUBMITTED BY: Tammi Rubert TITLE: General Manager

DEPARTMENT: Administration

EXHIBITS/
ATTACHMENTS:

CAC Bylaws dated 5-17-2011

BUDGETARY IMPACT (if applicable)

BUDGETED: N/A

EXPENDITURE REQUIRED: None

FUNDING SOURCE: N/A

REVIEWED BY:

Tammi Rubert

RECOMMENDATION: None

SUMMARY
STATEMENT:

The Bylaws were requested at the 10-20-2015 Board Meeting for CAC discussion

RECOMMENDED
ACTION/MOTION:

No action or motion needed

Jefferson Transit Citizens Advisory Committee Bylaws

*Revised by Citizens Advisory Committee on April 4, 2011
Adopted by the Jefferson Transit Authority Board May 17, 2011*

MISSION

The mission of the Jefferson Transit Advisory Committee is to advocate for public transit and to serve as a resource to the Transit Authority Board and Jefferson Transit management in accomplishing the transit's mission and goals.

GOALS

1. Actively solicit public comments on transit operations. Make recommendations to the Transit Authority Board.
2. Review all proposed service changes prior to implementation and make recommendations to Jefferson Transit management and the Transit Authority Board.
3. Receive briefings from Jefferson Transit management and the Transit Authority Board on transit operations as requested in co-ordination with Staff.
4. Members shall be active participants in specific projects as per the annual work plan.
5. Develop a working relationship with the Transit Authority Board and the General Manager by having representatives of the Committee regularly attend Transit Authority Board meetings and the annual retreat.
6. The Citizens Advisory Committee shall look to the future in all planning objectives.

OFFICERS

The Citizens Advisory Committee shall elect a Chair and Vice-Chair for a term of one year each with a maximum term of two years. The officers shall be elected in November for a term beginning January first. All voting will be by voice ballot.

DUTIES

1. The Chair sets the committee's Agenda and meeting date and time in collaboration with Jefferson Transit management.
2. The Chair is authorized to initiate projects in collaboration with the Citizens Advisory Committee and Jefferson Transit management or as requested or assigned by the Authority Board.
3. The Chair shall attend the Authority Board meetings or shall request alternate members of the Committee to attend.

4. The Chair shall be responsible for the Citizens Advisory Committee portion of the annual retreat.
5. The Vice-Chair will aid the Chair and assume the duties in the Chair's absence.
6. The majority of the membership shall constitute a quorum.

MEMBERSHIP

1. Membership in the Citizens Advisory Committee shall be open to any interested resident in Jefferson County. Vacancies shall be publicized so any Jefferson County resident may apply.
2. The Citizens Advisory Committee will be comprised of at least ten, but not more than fifteen volunteers.
3. Members shall be selected to achieve a balanced representation demographically and geographically of as many segments of the community as possible. Approximately 50% of the membership shall be bus riders.

CANDIDATES

The Advisory Committee shall maintain a list of prospective candidates who would be available when a vacancy occurs. Potential candidates shall attend two meeting of the Advisory Committee prior to making application to join. All applications for membership shall be subject to approval of the Transit Authority Board.

TERMS

1. A term of membership shall be three years from the date of appointment with a three year extension upon approval of the Transit Authority Board.
2. When a member's term expires or the member resigns the new member will finish the expired term and beginning January begins a three year term.
3. In order to maintain continuity three year memberships shall initially be staggered in such a way that one-third of the membership be available for appointment every year.

ATTENDANCE

Committee members are expected to attend meetings regularly. Members who cannot attend shall notify the Chair or the staff liaison. For a prolonged absence the member shall request an extended leave or resign.

If during the course of a year a member has 3 unexcused absences he/she will be contacted by the Chair for clarification of the situation. If no resolution is reached the Chair shall meet with the CAC members to discuss the matter. The CAC may, or may not recommend that Authority Board be asked to terminate the member's position.



Authority Board Agenda Summary

MEETING DATE: November 17, 2015

AGENDA ITEM: 2016 Work Plan

SUBMITTED BY: Tammi Rubert **TITLE:** General Manager

DEPARTMENT: Administration

**EXHIBITS/
ATTACHMENTS:**

2016 Work Plan

BUDGETARY IMPACT (if applicable)

BUDGETED: N/A

EXPENDITURE REQUIRED: None

FUNDING SOURCE: N/A

REVIEWED BY:

Tammi Rubert

RECOMMENDATION: None

**SUMMARY
STATEMENT:**

Jefferson Transit's 2016 Work Plan serves as a summary following the 2015 Authority Board retreat. The plan is a joint vision of the Jefferson Transit Authority Board and staff to provide a common framework to guide Jefferson Transit in 2016.

**RECOMMENDED
ACTION/MOTION:**

No action or motion needed

JEFFERSON TRANSIT



11/17/2015

2016 Work Plan

Jefferson Transit's 2016 Work Plan serves as a summary following the 2015 Authority Board retreat. The plan is a joint vision of the Jefferson Transit Authority Board and staff to provide a common framework to guide Jefferson Transit in 2016.

On October 20, 2015, the Authority Board met with Jefferson Transit's Administrative staff to review suggested changes to current service and to create a plan for 2016. Based on the Authority's guidance and input from staff, Jefferson Transit has developed this plan with goals and objectives. The plan is a working document that allows for flexibility and adjustment to external changes and needs. The 2016 Work Plan serves in conjunction with Jefferson Transit's Six-Year Transit Development Plan (TDP).

Jefferson Transit

WORK PLAN

Mission

Jefferson Transit's mission is to provide reliable, safe, comfortable public transportation service in Jefferson County which is cost effective, reduces energy consumption and contributes to the cultural and economic betterment of the residents of Jefferson County.

History

Jefferson Transit was established in 1980 and began revenue service in 1981. The voters approved .3 percent sales tax, we began revenue service in East Jefferson County in May 1981 (34 years ago) and began revenue service along the Pacific Ocean Coast in January 1995. In 2000 the voters approved an additional .3 percent for a total of .6 percent. In 2011 the voters once again showed their support for public transportation in their county and approved another .3 percent increase, resulting in a total of .9 percent. Jefferson Transit is one of the five transit agencies in the State of Washington at maximum tax rate of 0.9%.



Goal One

Financial Stability

Definition:

Jefferson Transit achieves financial stability by providing a consistent level of service over time. Financial stability is accomplished by balancing financial resources and service needs over time, while addressing short-term variables in order to make necessary modification that will resolve long-term concerns.

In order to provide a consistent level of service, Jefferson Transit will set adequate funding in the Operating Reserve Fund to ensure Jefferson Transit can continue operations in light of increase in unexpected costs or future economic downturns.

Funding the Capital Reserve enables Jefferson Transit to provide funding for:

- Match of Grants
- Purchase Vehicles and Equipment
- Purchase and upgrade Technology

Objectives:

- Control Cost
- Efficient Service Planning and Delivery
- Expand Service Responsibly



Goal Two

Agency and Community Workshops

Definition:

Engaging the community can be challenging and resource-intensive, but it can also bring creativity and energy to our organization to help improve our service designs. We know that engaging the community builds social capital, ties to the community, networks and support. There are several strategies Jefferson Transit will use to engage our community and foster public involvement.

Successful engagement involves:

- Defining the goals for the future (how do we continue to provide quality service), and then define our objectives (how are we going to get there from here)
- Conducting needs assessments
- Identifying target groups, leaders and stakeholders (City, County, Chamber)
- Maintaining open communications
- Engaging underrepresented groups
- Organizing public outreach
- Sustaining our partnerships

Who is our target group?

Everyone including millennials, low-income passengers, seniors, people without cars, commuters, veterans, tourists, and seasonal riders.

Objectives:

- Encourage the use of services
- Increase the community's awareness of Jefferson Transit's value to the community
- Build trust through frequent dissemination of transparent and accurate agency information
- Ensure active participation from a supportive network of stakeholders

Goal Three

Assess Transportation Needs of our Community

Definition:

Jefferson Transit Authority has identified the need to collect clear and comprehensive information related to the transportation needs of the Public Transportation Benefit Area.

The objective is to develop and implement tools and strategies to engage, educate and encourage the community to explore and appreciate the benefits of using public transportation.

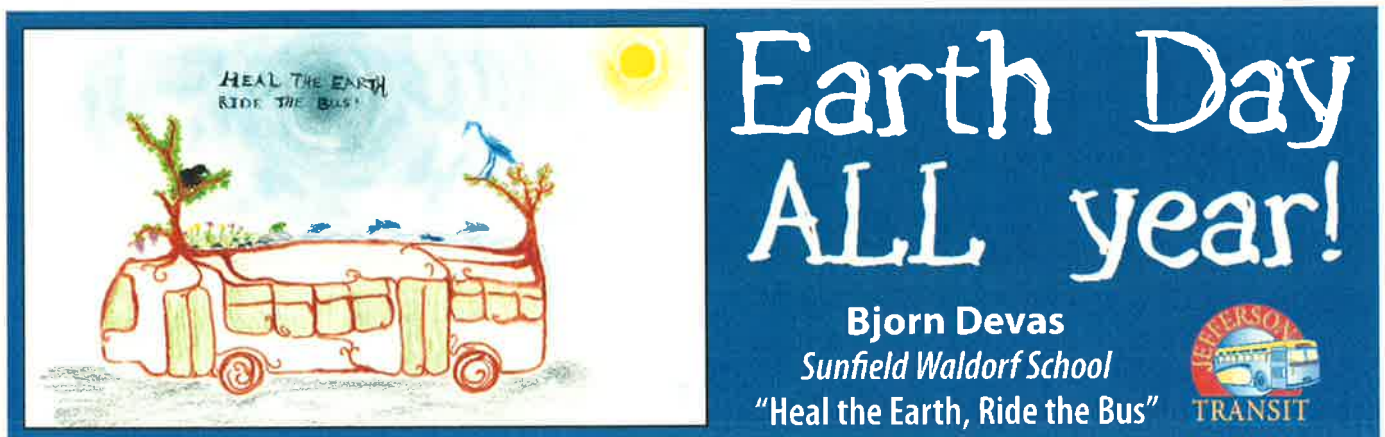
Objectives:

Collect Data through:

- Survey's
- Interviews
- Focus groups

Engage in at least 5 community events for educational purposes such as:

- Earth Day
- Jefferson County Fair
- Port Ludlow by the Bay
- Farmers' Market
- Wooden Boat



Participate in Peer Groups:

- Washington State Transportation Association (WSTA)
- Peninsula Regional Transportation Planning Organization (PRTPO)
- Washington State Transportation Insurance Pool (WSTIP)
- Climate Action Committee

- Rotary
- Jefferson County Chamber of Commerce
- Disability Awareness Starts Here (DASH) Board
- Jefferson County Developmental Disabilities Advisory Board
- Jefferson County Counsel for the Blind



Goal Four

Strategies and Planning

Definition:

Jefferson Transit will develop sustainable transportation services using community feedback gathered through our needs assessment. These services will be tailored to meet the diverse needs of our residents.

Jefferson Transit will partner with other agencies and organizations to develop innovative solutions to meet the needs of our community.

Objectives:

- Primary Objective is to maintain our existing service
- Continue to develop interagency partnerships
- Explore ways to expand service to selected routes
- Address transportation issues using innovative policies or plans
- Continue to monitor ridership, revenue miles, revenue hours
- Continue to support and promote alternative modes of transportation such as Vanpool, Bicycling, Walking

space required to transport 60 people



car



bus



bicycle

(Poster in city of Muenster Planning Office, August 2001) Credit: PressOffice City of Munster, Germany

Goal Five

Capital Projects

Definition:

Jefferson Transit was awarded a WSDOT Regional Mobility grant to design and construct an additional Bike and Ride at the new Administration and Maintenance Facility at 63 Four Corners Road.

Jefferson Transit was also awarded Capital Equipment funding with the 2015-2017 WSDOT Consolidated Grant and the Surface Transportation Program. These grants are for the purchase of two cutaway buses for the JTOC operation and two heavy duty fixed-route buses for the East Jefferson operations.

The Consolidated Grant Program is intended to improve public transportation within and between rural communities, and purchase new buses, other equipment, and provide public transportation for the elderly and persons with disabilities.

Objectives:

- Additional 50 Parking Spaces
- Electric Vehicle Plug ins
- Provide space for bicycle storage
- Facilitate Bicycle Connections to transit
- Covered Shelter
- Shift Parking away from the business district

The objective of the Four Corners Bike and Ride is to concentrate riders along the transit line, allowing Jefferson Transit to serve a low-density area more efficiently.

- Proposed IT upgrades
- Upgrade Haines Place Transit Center Building
 - Paint
 - Replace Ramp Rail



Authority Board Agenda Summary

MEETING DATE: November 17, 2015

AGENDA ITEM: Resolution 15-21 GCB 2068 Capital Equipment Grant Agreement

SUBMITTED BY: Sara Crouch **TITLE:** Finance Manager

DEPARTMENT: Administration

**EXHIBITS/
ATTACHMENTS:**

Grant Agreement GCB 2068

BUDGETARY IMPACT (if applicable)

BUDGETED: N/A

EXPENDITURE REQUIRED: None

FUNDING SOURCE: N/A

REVIEWED BY: *Jammi Rubert*

RECOMMENDATION: Approve

**SUMMARY
STATEMENT:**

This AGREEMENT is for WSDOT to provide capital funding for the purchase of two cut-away buses for JTOC.

**RECOMMENDED
ACTION/MOTION:**

Motion: To approve Resolution 15-21 GCB 2068 Capital Equipment Grant Agreement

Jefferson Transit Authority
Resolution No. 15-21
GCB 2068 Capital Equipment Grant Agreement

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", authorizing the Authority Chair to sign and execute Grant Agreement GCB 2068

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the above Contractor, hereinafter "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES," WITNESSETH THAT:

WHEREAS, Federal funding is authorized under 49 USC chapter 53; Title 23 USC (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) enacted as Public Law 109-59, August 10, 2005; as amended by SAFETEA-LU Technical Corrections Act, 2008, Pub. L. 110-244, June 6, 2008;

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (FTA) administers to the extent FTA so determines; and the Highway and Transportation Funding Act of 2014, Pub.L. 113-159, August 8, 2014.

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (1), (2), (4) and (5), provides Rural Mobility, Paratransit/Special Needs, and other special proviso funding through the multi-modal transportation account and rural mobility grant program account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, funding is authorized under 49 USC § 5311/MAP-21 for Rural Areas Program; and any subsequent amendments and resolutions thereto;

WHEREAS, funding is authorized under 49 USC § 5311/SAFETEA-LU Nonurbanized Area Formula Program; and any subsequent amendments and resolutions thereto;

BE IT RESOLVED that the Chair of the Authority is hereby authorized to sign the State Capital Equipment Grant Agreement GCB 2068 with the Washington State Department of Transportation;

DRAFT

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on November 17, 2015.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

Federal/State Capital Equipment Grant Agreement	
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Tom Hanson 360-705-7919 Cell: 509-387-1749	Contractor: Jefferson Transit Authority 63 – 4 Corners Road Port Townsend, WA 98368 Contact Person: Tammi Rubert 360-385-3020 ext.107
Term of Project: July 1, 2015 through useful life of the Project Equipment	Federal ID #: 91-1124781
Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	Project Title: Capital Equipment project as set forth in Exhibit I, Scope of Work CFDA: 20.509 (§5311)
Service Area: As defined in attached Exhibit I	Project Costs: Federal Funds \$ 275,526 State Funds \$ 0 Contractor Funds \$ 68,882 Total Project Cost \$ 344,408
Agreement Number: GCB2068	

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the above Contractor, hereinafter “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES,” WITNESSETH THAT:

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WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (1), (2), (4) and (5), provides Rural Mobility, Paratransit/Special Needs, and other special proviso funding through the multi-modal transportation account and rural mobility grant program account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, funding is authorized under 49 USC § 5311 / MAP-21 for Rural Areas Program; and any subsequent amendments and resolutions thereto;

WHEREAS, funding is authorized under 49 USC § 5311 / SAFETEA-LU Nonurbanized Area Formula Program; and any subsequent amendments and resolutions thereto;

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, “Scope of Work and Budget,” IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the acquisition of equipment to be used in the provision of public transportation services that meet the needs of persons in the State of Washington, hereinafter referred to as the "Project."

Section 2
Scope of Project

The CONTRACTOR shall undertake and complete the purchase of capital equipment as detailed in Exhibit I, "Scope of Work and Budget", which is by this reference fully incorporated herein as if fully set out in this AGREEMENT "Project Equipment", and to operate the Project Equipment within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

Section 3
Term of Project

The Project period shall begin on the date shown in the caption space header titled "Term of Project" and shall continue through the useful life of the Project Equipment regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein. WSDOT has defined the useful life of vehicle Project Equipment in the Vehicle Disposition Schedule in WSDOT's *Consolidated Grants Program Guidebook*, 2015 version, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>, which is by this reference fully incorporated herein as if fully set out in this AGREEMENT. Non-vehicle Project Equipment's useful life will be determined by both PARTIES taking into consideration the manufacturer's recommended lifecycle and the CONTRACTOR's previous experience with the asset, if any.

Section 4
Contractor's Share of Project Costs

The total Project cost shall not exceed the amounts detailed in the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with any "Contractor Funds" allocated for the Project in an amount sufficient to complete the Project as detailed in Exhibit 1, "Scope of Work and Budget." The CONTRACTOR further agrees that there shall be no reduction in any amount specified as the Contractor's Funds unless there is a concurrent proportional reduction in the Federal and/or State Funds, or WSDOT pre-approves the reduction in writing. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination. The CONTRACTOR agrees that "Project Costs" eligible for federal participation, including State Funds and Contractor Funds used as match to other FTA funds, must comply with the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments", or OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations", 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (or Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, subpart 31.2, "Contracts with Commercial Organizations," whichever is appropriate.

Section 5
Payment

A. WSDOT, using FTA funds and/or State funds, shall reimburse the CONTRACTOR for allowable expenses incurred in completing the Project described in Exhibit I, "Scope of Work and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Consolidated Grants Program Guidebook* 2015 version, and any amendments thereto. In no event shall the total amount reimbursed by WSDOT exceed the "Federal Funds" or "State Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis. Such costs to be reimbursed shall be calculated as described in WSDOT's *Consolidated Grants Program Guidebook*, 2015 version, , and any

amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice. 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 CONTRACTOR shall submit an invoice by July 15, 2016, for a payment request from State funds for any unreimbursed eligible expenditures incurred between July 1, 2015, and June 30, 2016. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request for payment from State funds submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final request for payment from "State Funds" must be received by WSDOT by July 15, 2017, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any request for payment from "State Funds" received after July 15, 2017 will not be eligible for reimbursement.

D. For vehicle purchases, the Project Equipment titles shall designate WSDOT as the legal owner and the CONTRACTOR as the registered owner through the project period. WSDOT will release the interest of ownership of the Project Equipment to the CONTRACTOR in writing thirty (30) days from the end of the useful life of the Project Equipment, as defined in Section 3 of this Agreement,

Section 6

Inspection Upon Delivery

The CONTRACTOR shall inspect Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as in good condition and repair, and is satisfied with the Project Equipment and that the Project Equipment complies with all regulations, rules, and laws

Section 7

Miscellaneous Charges and Conditions

The CONTRACTOR 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, which may be imposed with respect to said Project Equipment by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project Equipment, except for applicable sales or use tax, which are eligible for reimbursement as a Project cost. Required visual and road test inspection fees conducted by third party subcontractors on vehicles for acceptance and software licensing use fees are also eligible for reimbursement. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the CONTRACTOR

Section 8

Assignments, Subcontracts, and Leases

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR will not assign any portion of the Project Equipment under this AGREEMENT or execute any contract, amendment, or change order thereto pertaining to the Project Equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, or lease or lend the Project Equipment or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 9 through 31 and Section 39 of this AGREEMENT in each subcontract financed in whole or in part with federal assistance provided by FTA; and in all 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, subject to the limitations set forth in Section 20.E.3 of this AGREEMENT. It is further agreed that those clauses shall not be modified

in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

“This AGREEMENT is subject to a financial assistance contract between the Washington State Department of Transportation and the Federal Transit Administration and the appropriations of the State of Washington.”

Section 9

Reports and Use of Project Equipment

A. The CONTRACTOR agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the caption space titled “Service Area,” above, for the Project Equipment’s useful life as set forth in Exhibit I, “Scope of Project and Budget.” The CONTRACTOR further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project Equipment during the useful life of that Project Equipment, the CONTRACTOR agrees that it may be required to refund the entire amount of the “Federal and/or State Funds” expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in the “Scope of Project and Budget.” If the Project Equipment is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment. For vehicle purchases only, the CONTRACTOR further understands that the Project Equipment shall be used to provide passenger service levels as described below:

1. A minimum of 100 passenger, revenue service miles per vehicle per week, or
2. A minimum of 100 one-way passenger trips per vehicle per week.

B. **Reports.** The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in WSDOT’s *Consolidated Grants Program Guidebook*, 2015 version, and any amendments thereto, or as requested by WSDOT. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project Equipment and shall submit the following reports in a format and at such times as prescribed by WSDOT through the useful life of the Project Equipment:

1. Reports describing the current usage of Project Equipment and other data which WSDOT and the Federal Transit Administration (“FTA”) may request. For vehicle purchases only, those reports include, but are not limited to:
 - a) Project Passenger Trips provided
 - b) Project Revenue Hours provided
 - c) Project Revenue Miles provided
 - d) Asset Management Plan/Vehicle Maintenance Plan
 - e) Vehicle, Facilities, and Equipment Inventory.
2. In the event any portion of the Project Equipment sustains disabling damage as defined in WSDOT’s *Consolidated Grants Program Guidebook*, 2015 version, and any amendments thereto, and/or use of the Project Equipment triggers drug and alcohol testing, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
3. The CONTRACTOR 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 and FTA and which may include but are not limited to:
 - a) Drug Abuse and Alcohol Abuse Testing compliance reports as required in this AGREEMENT
 - b) Goods and services purchased from Disadvantaged Business Enterprises.

C. Program Income. The CONTRACTOR shall comply with Program Income provisions in 2 CFR Part 200 49 CFR § 18.25 or 49 CFR § 19.24, whichever is applicable, and prepare a quarterly report of the gross income, as defined in WSDOT's *Consolidated Grants Program Guidebook*, 2015 version,, and any amendments thereto, received by CONTRACTOR that is directly generated by the Project activity supported by the funding in this AGREEMENT.

D. Remedies for Misuse or Noncompliance. The CONTRACTOR shall not use any Project Equipment in a manner different from that set forth in Exhibit I, "Scope of Project and Budget," and the "Service Area" identified in the AGREEMENT. If WSDOT determines that Project Equipment has been used in a manner different from that set forth in Exhibit I, "Scope of Project and Budget," and the "Service Area" identified in the AGREEMENT, WSDOT may direct the CONTRACTOR to dispose of the Project Equipment acquired by the CONTRACTOR in accordance with FTA procedures. WSDOT may also withhold Grant payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT. If Federal participation and funding is either reduced or canceled as a result of a breach by the CONTRACTOR, the CONTRACTOR is then liable for all damages from the breach, even though those damages exceed the price payable under this AGREEMENT

Section 10

Maintenance of Project Equipment

CONTRACTORS who are transit agencies must have a Transit Asset Management Plan (AMP), as required by 49 USC § 5326., certified by WSDOT, All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit a written Vehicle Maintenance Plan (VMP) to WSDOT for approval by October 1, 2013, or prior to the receipt of their first grant funded vehicle. The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to ensure the Project Equipment is maintained in a state of good repair. All service, materials, and repairs in connection with the use and operation of the Project Equipment shall be at the CONTRACTOR's expense. The CONTRACTOR shall, at a minimum, service the Project Equipment and replace parts at intervals recommended by the manufacturer, or consistent with the CONTRACTOR's AMP or VMP, whichever is applicable.. The CONTRACTOR shall comply with the Equipment management requirements identified in 49 CFR Part 18.32(d) or 49 CFR Part 19.34(f) whichever is appropriate, the "Common Rule," which by this reference is incorporated herein to the AGREEMENT; and any reference therein to "grantee" shall mean the CONTRACTOR. The CONTRACTOR shall retain records of all repair, maintenance, and parts replacement performed on the Project Equipment. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 11

General Compliance Assurance

The CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19 or FAR, 48 CFR Chapter 1, subpart 31 whichever is applicable, and cost principles as defined in OMB circulars 2 CFR Part 200 A-87 and A-122. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, 2015 version,, and any amendments thereto. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

Section 12

Procurement

The CONTRACTOR shall make purchases of any Project Equipment pursuant to this AGREEMENT through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

A. General Procurement Requirements. The CONTRACTOR shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as

subsequently enacted; with the United States Department of Transportation (U.S. DOT) third-party procurement regulations of 49 CFR § 18.36 or 49 CFR § 19.40 through 19.48 and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The CONTRACTOR shall also comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean CONTRACTOR. The CONTRACTOR agrees that it may not use FTA assistance to support its third-party procurements unless there is satisfactory compliance with Federal laws and regulations.

B. Full and Open Competition. In accordance with 49 USC § 5325(a), the CONTRACTOR agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.

C. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the CONTRACTOR agrees to comply with the requirements of 49 USC § 5325(h) by not expending or otherwise using any Federal assistance awarded from FTA funds to support a procurement using exclusionary or discriminatory specifications.

D. Method of Acquisition. In compliance with 49 USC § 5325(f), the CONTRACTOR agrees that any third party contract award made for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

E. Preference for United States Products and Services. To the extent applicable, the CONTRACTOR agrees to comply with the following U.S. preference requirements:

1. **Buy America.** The CONTRACTOR agrees to comply with 49 USC § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and any later amendments thereto.

2. **Cargo Preference—Use of United States-Flag Vessels.** The CONTRACTOR agrees to comply with 46 USC § 55305 and U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the Project.

3. **Fly America.** The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 through 301-10.143.

F. Bus Testing. To the extent applicable, the CONTRACTOR agrees to comply with the requirements of 49 USC § 5318(e) as amended by MAP-21, and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any revisions thereto.

G. Pre-Award and Post-Delivery Requirements. The CONTRACTOR agrees to comply with the requirements of 49 USC § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revisions thereto.

H. Geographic Restrictions. The CONTRACTOR agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

I. In-State Bus Dealer Restrictions. In accordance with 49 USC § 5325(i), the CONTRACTOR agrees that any State law requiring buses to be purchased through in-State dealers will not apply to acquisitions of vehicles financed with Federal assistance authorized under 49 USC Chapter 53. This provision does not preclude States from requiring dealers from satisfying State imposed dealer licensing requirements.

J. Preference for Recycled Products. To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive

preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

K. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 USC § 517(d) and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," *66 Fed. Reg. 1455 et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

L. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either PARTY, the CONTRACTOR shall cooperate with WSDOT in carrying out such order and will arrange its operation and business so as to enable WSDOT to comply with the terms of the order.

Section 13

Incorporation of Federal Terms

A. Purchasing. This AGREEMENT's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request, which would cause WSDOT to be in violation of any FTA term or condition.

B. Federal Changes. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this AGREEMENT and include any amendments promulgated by the FTA, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

Section 14

No Obligation by the Federal Government

A. WSDOT and the CONTRACTOR acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this AGREEMENT, the Federal Government is not a party to this AGREEMENT unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the CONTRACTOR, subcontractor, lessee, or any other participant at any tier of the project (whether or not a PARTY to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. No contract between the CONTRACTOR and its subcontractors, lessees, or any other participant at any tier of the project shall create any obligation or liability of 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. The CONTRACTOR hereby agrees to include this provision in all 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.

Section 15

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 16

Ethics

A. Code of Ethics. The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, subagreements, leases, third-party contracts, or other arrangements

supported by federal assistance. The code or standards shall provide that the CONTRACTOR's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, sub-recipient, or participant at any tier of the Project, or agent thereof. The CONTRACTOR may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the CONTRACTOR's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR's officers, employees, board members, or agents, or by subcontractors, lessees, sub-recipients, other participants, or their agents. The CONTRACTOR must fully comply with all the requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.

1. **Personal Conflict of Interest.** The CONTRACTOR's code or standards shall prohibit the CONTRACTOR's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The CONTRACTOR's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this AGREEMENT.

B. Debarment and Suspension. The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the System for Award Management at www.sam.gov before entering into any third subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions. CONTRACTOR understands that a suspension, debarment, or other similar action against a third party by CONTRACTOR is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to FTA.

C. Bonus or Commission. The CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

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

E. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other 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 written consent of WSDOT.

F. Restrictions on Lobbying. The CONTRACTOR agrees to:

1. Comply with 31 USC § 1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative Agreement; and
2. Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC § 1352; and
3. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

G. Employee Political Activity. To the extent applicable, the CONTRACTOR agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to the MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

H. False or Fraudulent Statements or Claims. The CONTRACTOR acknowledges and agrees that:

1. Civil Fraud: The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this AGREEMENT. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. Criminal Fraud: If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 USC § 5323(1), 18 USC § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

3. CONTRACTOR understands that a false claim is considered an adverse action that can result in a change in Project performance

I. Trafficking in Persons. To the extent applicable, the CONTRACTOR agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (21) dated October 1, 2014, which by this reference is incorporated herein as if fully set out in this AGREEMENT, and any amendments thereto, which is accessible at <http://www.fta.dot.gov/documents/21-Master.pdf> consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 CFR Part 175.

Section 17
Compliance with Laws and Regulations

The CONTRACTOR 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 CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW.

Section 18
Civil Rights

The CONTRACTOR shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Transit Programs. The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, disability, sexual orientation, gender identify, status as a parent, or age, and prohibits discrimination in employment or business opportunity;

B. Nondiscrimination-Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply, and assure compliance by each third-party contractor at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§ 2000d *et seq.*; and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act”, 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for FTA Recipients,” to the extent consistent with applicable Federal laws, regulations , and guidance; and U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;

C. Equal Employment Opportunity. The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e *et seq.*, and Executive Order 11246 and Executive Order 13672, and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

1. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, sexual orientation, gender identity, status as a parent, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, sexual orientation, gender identity, status as a parent, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall also comply with any implementing requirements FTA may issue.

2. If the CONTRACTOR is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this AGREEMENT. Failure by the CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the CONTRACTOR’s eligibility to obtain future federal financial assistance for transportation projects.

D. Nondiscrimination on the Basis of Sex. The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.* and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

E. Nondiscrimination on the basis of Age. The CONTRACTOR agrees to comply with applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance", 45 CFR Part 90, which prohibits discrimination on the basis of age.

2. The Age Discrimination in Employment Act (ADEA) 29 USC §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.

F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

G. Disabilities-Access. The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the

requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

I. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC § 2000d-1 note, and with provisions of U.S. DOT Notice "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

J. Environmental Justice. The CONTRACTOR agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations", 42 USC § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, and The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.

K. Other Nondiscrimination Statutes. The CONTRACTOR agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

Section 19

Participation of Disadvantaged Business Enterprises

To the extent applicable, the CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The CONTRACTOR agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the U.S. DOT. and to follow all requirements specified in the WSDOT's guidebook, *Consolidated Grants Program Guidebook*, 2015 version, and any amendments thereto referencing DBE standards. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 *et seq.*

C. **Transit Vehicle Manufacturer.** The CONTRACTOR must ensure that the Rolling Stock Manufacturer complies with the "Special Requirements for a Transit Vehicle Manufacturer," emphasizing that, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, a Transit Vehicle Manufacturer (TVM) must provide the CONTRACTOR a certification that the TVM has complied with the requirements of 49 C.F.R. part 26.

Section 20

Energy Conservation and Environmental Requirements

A. Energy Conservation. The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*, and any amendments thereto.

B. Environmental Protection. The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (NEPA), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The CONTRACTOR agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

C. Clean Water. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 USC §§ 1251 through 1377, 42 USC §§ 300f through 300j-6, and 42 USC § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this AGREEMENT entitled "Project Cost", exceed \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 USC § 1368, and other applicable requirements of the Clean Water Act.

D. Clean Air. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 USC §§ 7401 through 7671q and 40 CFR parts 85, 86, 93 and 600, and any revisions thereto. In the event that the federal share, identified in "Project Cost" of this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.

E. Violating Facilities. The CONTRACTOR agrees to:

1. Refrain from using any violating facilities.
2. Report each violation to WSDOT and understands and agrees that WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
3. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Section 21

Accounting Records

A. Project Accounts. The CONTRACTOR 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, in accordance with applicable federal regulations and other requirements that FTA may impose. The CONTRACTOR 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 and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. Funds Received or Made Available for the Project. The CONTRACTOR agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant AGREEMENT or Cooperative AGREEMENT and all other funds provided for, accruing to, or otherwise received on

account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs. The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

D. Checks, Orders, and Vouchers. The CONTRACTOR agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

Section 22

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the course of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials, both paper and electronic, relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. 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 CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The CONTRACTOR agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC §§ 7501 *et seq.* As provided by 49 CFR § 18.26 or 19.26, whichever is applicable, these audits must comply with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT, and any further revision or supplement thereto. The CONTRACTOR agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards". The CONTRACTOR agrees to obtain any other audits required by the Federal Government or WSDOT. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. Inspection. The CONTRACTOR agrees to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data and records, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit WSDOT, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, 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 as required by 49 USC § 5325(g).

Section 23

Labor Provisions

A. Contract Work Hours and Safety Standards Act. The CONTRACTOR shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and USDOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)" at 29 CFR. Part 5; and the safety requirements of section 107 of that Act at 40 USC §

3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

B. Fair Labor Standards Act. The CONTRACTOR agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§ 201 *et seq.*, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The CONTRACTOR shall comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract 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 40 hours in such workweek.

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349 as amended by 40 USC §§ 3141 *et seq.*, and pursuant to 49 USC § 5333(a) *et seq.*, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 *et seq.* and pursuant to 49 USC § 5333(a), the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

F. Withholding for unpaid wages and liquidated damages. The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

G. Public Transportation Employee Protective Agreement. To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of public transportation employee protective arrangements to FTA. The CONTRACTOR agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for application to the Project, in accordance with USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any revision thereto.

Section 24

Liens on Project Equipment

WSDOT shall hold legal title to all vehicles the CONTRACTOR acquires and have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in the caption space of this AGREEMENT titled "Project Costs". The CONTRACTOR accepts WSDOT's legal ownership of the Project Equipment during its useful life and agrees that it shall not use the Project Equipment as collateral, nor shall the CONTRACTOR encumber the Project Equipment in any way. The Contractor shall follow the terms stated in Section 9A regarding use and disposal of all Project Equipment. For non-vehicle Project Equipment, WSDOT's lien shall equal the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the disposable value of the Project Equipment. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT

Section 25

Loss or Damage to Project Equipment

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:

1. The CONTRACTOR shall maintain comprehensive and collision insurance adequate to cover the value of the Project Equipment; and the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT before operating or moving any Project Equipment; or
2. The CONTRACTOR shall provide a written certificate of self-insurance to WSDOT before operating or moving any Project Equipment. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project Equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project Equipment and place it back in service, and the CONTRACTOR 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 CONTRACTOR certified to self-insurance, devote all funds necessary to repair the Project Equipment and place it back into service.

C. If the Project Equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project Equipment; or
2. Does not intend to replace the lost Project Equipment.

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT, WSDOT would either pay or rebate to the CONTRACTOR its proportionate share of such proceeds received, or take such other action with respect to such proceeds, as FTA shall allow.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 26

Planning and Private Enterprise

FTA Requirements. The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(1); joint Federal Highway Administration (FHWA)/ FTA regulations, "Statewide Transportation Planning: Metropolitan Transportation Planning," 23 CFR Part 450 and 49 CFR Part 613; and any amendments thereto, and with FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this agreement. To the extent feasible, the CONTRACTOR agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the CONTRACTOR agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 USC § 501 note, and Executive Order No 12893, "Principles for Federal Infrastructure Investments," 31 USC § 501 note.

Section 27

Substance Abuse

A. Drug and Alcohol Testing. If receiving FTA 5339 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to submit annually the Management Information System (MIS) reports to WSDOT each year during the term identified in the caption space header above titled "the Term of Project."

B. Drug-free Workplace. To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 USC § 5331, as amended by MAP-21.

C. Privacy Act. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this AGREEMENT.

D. Non Compliance. The CONTRACTOR agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar CONTRACTOR from receiving all or a portion of the Federal transit assistance it would otherwise receive.

Section 28

Federal "\$1 Coin" Requirements

To the extent required by the Federal Government, the CONTRACTOR agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the CONTRACTOR's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The CONTRACTOR also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

Section 29

Safe Operation of Motor Vehicles

As applicable, CONTRACTOR is encouraged to comply with the following provisions:

A. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 USC § 402 note. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.

B. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. CONTRACTOR is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

Section 30

Charter Service Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations without first notifying its WSDOT project manager in writing of its intent, and learning the reporting requirements, exceptions, exemptions, and potential violations related to the specific funding source(s) of the subject AGREEMENT. Subsequent to coordination with WSDOT, CONTRACTOR agrees that it shall not engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of this Agreement for the Project. If the CONTRACTOR has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the CONTRACTOR understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Contractor's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the CONTRACTOR, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations.

Section 31

School Bus Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the CONTRACTOR understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any

school transportation service it or its sub-recipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Contractor's **school** transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the CONTRACTOR, sub-recipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate and FTA may require remedial measures as FTA considers appropriate, in addition to barring a subrecipient from receiving further transit funds.

Section 32

Freedom of Information Act

CONTRACTOR understands and agrees that the Freedom of Information Act (FOIA), 5 USC § 552, applies to the information and documents, both paper and electronic, submitted to WSDOT, FTA and U.S. DOT. The CONTRACTOR should therefore be aware that all applications and materials submitted that are related to PROJECT will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

Section 33

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the State. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR'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 34

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 amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

Section 35

Changed Conditions Affecting Performance

The CONTRACTOR 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 CONTRACTOR's ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 36

Universal Identifier

CONTRACTOR shall, in accordance with 2 CFR Part 25, obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number as a universal identifier for Federal financial assistance recipients.

Section 37

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 Assistant Director or Assistant Director's designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR'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 Public Transportation Division or Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by WSDOT, CONTRACTOR 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 the WSDOT or CONTRACTOR 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 38

State and Local Law

Except when a Federal statute or regulation pre-empts state and/or local law, regulation or ordinance, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law, regulation or ordinance. Thus if any provision or compliance with any provision of this AGREEMENT violate state or local law, regulation or ordinance, or would require the CONTRACTOR to violate state or local law, regulation or ordinance, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 39

Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, at any time by written notice to the other PARTY in accordance with 49 CFR Part 18 § 18.44 or 49 CFR Part 19 § 19.61, whichever is applicable. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, 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. WSDOT and/or the CONTRACTOR may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite federal and/or state funding becomes unavailable through 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 federal and/or state funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of 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 CONTRACTOR 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 CONTRACTOR;
5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or

6. The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require WSDOT to refund any or all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by WSDOT, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from WSDOT.

7. In the case of termination for convenience under subsections A.1 through A.5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the federal financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR 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 the AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.
3. Abuses or misuses the Project Equipment, including, but not limited to:
 - a) Failure to maintain a vehicle according to the manufacturer's standards;
 - b) Failure to repair damages or replace defective or broken parts in a timely manner;
 - c) Failure to take any action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project Equipment.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR 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 40

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 41

Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR 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 42

Limitation of Liability

A. The CONTRACTOR shall indemnify 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 CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers, and subcontractors arising out of, in connection with or incident to the negligent acts omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent CONTRACTOR for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of the AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 43

WSDOT Advice

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

Section 44

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 45
Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else is necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR 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 CONTRACTOR 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 46
Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 47
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein or made by written amendment hereto.

Section 48
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 49
Section Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

Section 50
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 51
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agencies or entities to the obligations set forth herein.

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By: _____
Brian Lagerberg, Director
Public Transportation Division

By: _____
Authorized Representative

Title: _____

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: Susan Cruise _____
Assistant Attorney General

Date: October 19, 2015

Exhibit I
SCOPE OF WORK AND BUDGET

Total Project Cost	
Federal Funds	\$275,526
State Funds	\$ 0
Contractor's Funds	\$ 68,882
Total Project Cost	\$344,408

Funding by Project

PROJECT A

Scope of Work: To provide capital funding assistance to replace two (2) truck chassis 21/2 WC passenger, diesel powered cut-a-way buses for the fixed route, route deviated, and demand response services for the general public.

Funding	Percentage	Total Project Funds
FTA 5311	80%	\$275,526
Contractor's Share	20%	\$ 68,882
Total Project Cost	100%	\$344,408

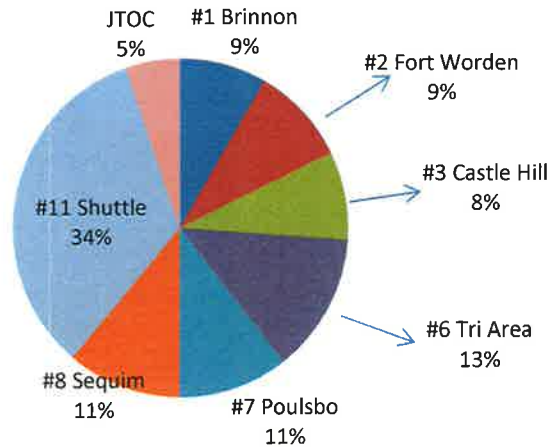
Budget: *Funding and percentages identified reflects total project funds for 2015-2017. Capital funding allocations are for the purchase of the Project Equipment specified. Upon completion of the purchase, any funds remaining will be retained by WSDOT for other transportation projects.*

RIDERSHIP DASHBOARD

YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

October

**October
Total:
(100%)
21,747**



**September
passenger total
22,024**

**October
passenger
total: 21,747**

**277 passenger
Decrease from
prior month =
(1.26%)**

Month to Month Route Comparison

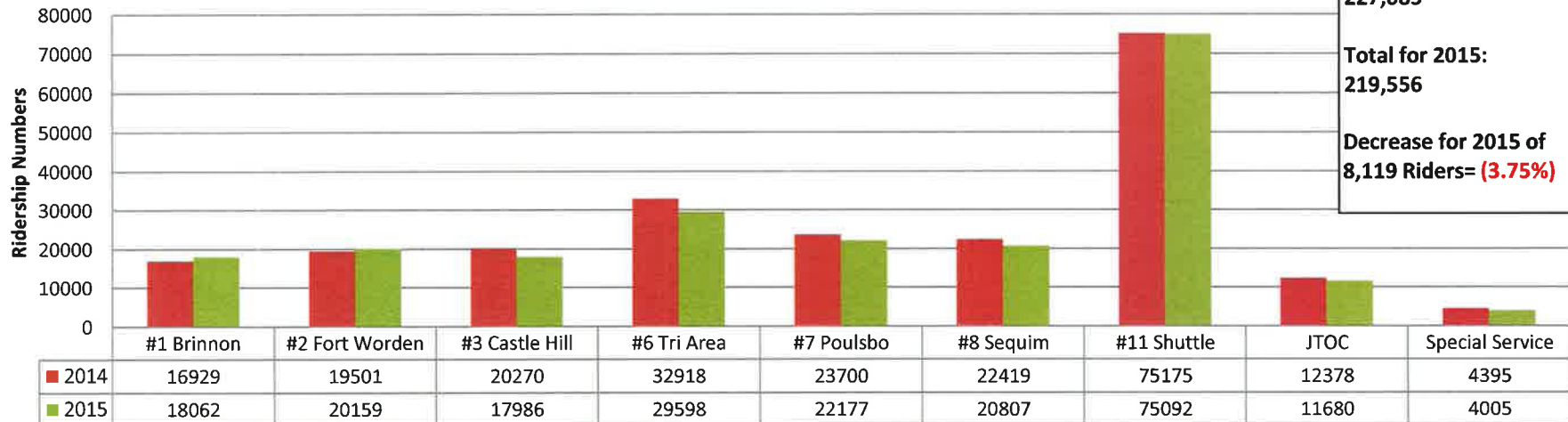
	#1 Brinnon	#2 Fort Worden	#3 Castle Hill	#6 Tri Area	#7 Poulsbo	#8 Sequim	#11 Shuttle	JTOC
September	1832	2138	1957	3025	2282	1989	7583	1218
October	1894	2299	1885	3134	2316	2132	7827	1262

YTD Ridership by Route and Year as of September

**Total for 2014:
227,685**

**Total for 2015:
219,556**

**Decrease for 2015 of
8,119 Riders= (3.75%)**



JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

October , 2015

Route	Boardings per Month	Wheel Chairs per Month	Bikes per Month	Runs per Month	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour
LOCAL									
#2 Ft Worden	2035	8	74	314	2324	132	6.48	0.88	15.43
#3 Castle Hill / Cook Ave	1824	4	111	314	2857	135	5.81	0.64	13.51
#11 Shuttle	7318	50	195	660	2574	244	11.09	2.84	29.97
LOCAL TOTAL	11177	62	380	1288	7755	511	7.79	1.45	19.64

COMMUTER									
#1 Brinnon	1828	4	121	196	8428	235	9.33	0.22	7.77
#6A Tri Area Loop (5)	1576	5	96	120	3108	100	13.13	0.51	15.82
#6B Tri Area Loop (6)	1332	2	89	98	2538	81	13.59	0.52	16.38
#7 Poulsbo	2295	7	158	196	8212	210	11.71	0.28	10.94
#8 Sequim	2404	2	136	240	8256	187	10.02	0.29	12.84
COMMUTER TOTAL	9435	20	600	850	30543	813	11.56	0.36	12.75

2015 SPECIAL EVENTS	Boardings	Runs per event
Rhody Festival 2015	57	1
Wooden Boat Festival 2015	3948	5

WEST JEFFERSON	1135	1	10	196	12614	414	5.79	0.09	2.74
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TOTAL MONTHLY	21747	83	990	2334	50912	1738	8.38	0.64	11.71
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22 Weekdays in Month 5 Saturdays in Month

VANPOOL

	Passenger Trips	Miles Travelled	Average Riders Per Van	Number of Vans in Service
Vanpool	1,296	7,921	6.1	5

DIAL A RIDE

	Boardings	Runs	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour	Scheduled On Time Performance	New Applicants
Dial A Ride	1125	1072	4374	437	1.05	0.26	2.58	92.77%	9
DAR Mobility Aids	336								

*Boardings includes Passenger and Attendant if needed

JEFFERSON TRANSIT AUTHORITY

October 2015

[illegible]