



JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, December 17, 2013 1:30 p.m.
Port Townsend Fire Station
701 Harrison Street, Port Townsend, WA
AGENDA

Call to Order/Welcome

Public Comments

Public Budget Hearing

New Agenda Items

- I. Finance Reports
 - a. November 2013
- II. Consent Agenda
 - a. Approval of Minutes, November 19, 2013
 - b. Approval of Expenses, November 2013
 - c. **Resolution 13-25**: 2014 Board Meeting Schedule
 - d. **Resolution 13-27**: Authorize JTA to sign the Revised Business Associate Agreement with First Choice Health
- III. Old Business
 - a. **Resolution 13-23**: Update Policy for Posting Public Service Announcements Inside Transit Vehicles
- IV. New Business
 - a. **Resolution 13-22**: Repeal Resolution 03-02
 - b. **Resolution 13-24**: Adopt 2014 Proposed Budget
 - c. **Resolution 13-26**: Ratify 2014-2017 ATU 587 Labor Agreement
- V. Reports
 - a. Operations Report
 - b. Maintenance Report
 - c. Mobility Coordinator's Report
 - d. Project Manager Report
- 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

December 12, 2013

TO: Board of Trustees, Jefferson Transit Authority

FROM: Sara Crouch, Finance/HR Manager

RE: November 2013 Financial Report

Financial Summary –

- Sales tax for September 2013 came in 7% higher than September 2012 last year and 11.51% higher than budget. Cumulatively, sales tax is 13% higher year-to-date than last year.
- Revenue Report – Overall over budget 18.23%
 - Operating revenues are on Budget, Non-Operating revenues are significantly over-budget due to:
 - State Grant Revenue is significantly over budget due to the transfer of the Sales Tax Equalization dollars to the Consolidated Grant.
 - Federal Grant Revenue is over budget due to the 2013-2015 consolidated grant award being primarily federal dollars. In the past we have received some portion of state funding for East Jefferson, this biennium we received federal funds only for East Jefferson.
 - WSDOT is putting together a grant contract amendment; it most likely will be presented to the Board in January 2014. The amendment will move funds from JTOC to East Jefferson. We will also be adding the Sales Tax Equalization dollars for 2013 (must be spent by June 2014) to the consolidated grant as a portion of our match, that funding will then free up the same amount from the general fund to be transferred to the Capital Reserve account.
- Expense Report – Overall under budget 4.98%
 - Fixed Route/DAR Overtime is over budget due to having only one Extra Board Operator during the first few months of the year; we now have 2 Extra Board Operators. Unfortunately, due to an employee injury in September, an unexpected employee illness, jury duty, the overtime will budget line item will be over budget for the year.
 - FICA is over budget due to the over budget overtime expense
 - PERS is now over budget, it will be over budget due to the unexpected 22% rate increase in July 2013 and the over budget overtime expense
 - Other Paid Absence – Court Duty and Bereavement Leave, had one employee that was on "jury duty" for two weeks, as well as several employees with deaths in the family.
 - "Other Benefits" are over budget and are likely to remain over budget for the year. I neglected to calculate the general leave transfers to VEBA when I calculated the overall budget.
 - Advertising is slightly over budget – this condition may resolve prior to the end of year.
 - Non-Vehicle Maintenance & Repair is over budget due to the purchase of the flower planters located at the depot – this condition may resolve prior to the end of year.
 - Vehicle Licensing is over budget because of the transfer of titles for several vehicles from WSDOT to JTA, we have also purchased several new vehicles in 2013.
- Capital Activity
 - Capital activity in November for the Facility: Design and Project Management. STP-Flex funding was utilized for the purchase of new software for the server.



November 2013 Financial Summary

Budget Tracking Figure: 91.63%

1. Operational Expenses:	\$295,857.89
Operational Revenues:	\$19,885.49
Non-Operational Income:	\$351,133.53
Capital Expenses:	\$5,462.63
Capital income:	\$0.00

- 2. Sales Tax Received 11/30/2013 for September 2013: \$336,708.79**
Sales Tax Received 11/30/2012 for September 2012: \$314,369.17

****Sales tax increased from prior year 7%****

3. Cash on Hand as of November 30, 2013:	
Operating:	\$1,206,160.97
Operating Reserve (25% Funded):	\$250,000.00
(Minimum Funding Required \$1,100,000)	
Capital Account:	\$143,389.48
Capital Reserve:	\$545,779.69
Fuel Fund:	\$49,546.00
EFT Fund:	\$125,392.34
Travel Fund:	\$1,299.01
Kitsap Bank	\$10.64

Total	\$2,321,578.13
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***"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/Funding 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 in December 2012 as budgeted.**

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis

Projection Year

2013

Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2013 Tax	2012 Tax	2011 Tax	2010 Tax	2013 Budget	2013 Monthly Act to Bud Variance	2013 Cumulative Actual Sales Tax Received	2013 Cumulative Budgeted Sales Tax	2013 Cumulative Actual to Budget Variance
January	0.90%	\$263,071.24	\$234,370.59	\$158,497.84	144,356.76	234,371.00	12.25%	\$263,071.24	234,371.00	12.25%
February	0.90%	\$361,349.36	\$331,924.43	\$221,622.91	237,202.39	321,924.00	12.25%	\$524,420.60	556,295.00	12.25%
March	0.90%	\$281,292.37	\$204,854.04	\$152,221.21	140,635.54	206,083.00	41.35%	\$815,712.97	762,378.00	20.11%
April	0.90%	\$262,810.78	\$220,498.65	\$150,424.11	146,047.89	221,822.00	18.48%	\$1,178,523.75	984,200.00	19.74%
May	0.90%	\$298,768.61	\$286,975.22	\$191,817.93	193,190.62	268,577.00	11.61%	\$1,478,292.36	1,252,777.00	18.00%
June	0.90%	\$258,767.23	\$239,869.31	\$172,294.86	154,076.61	241,329.00	7.24%	\$1,737,089.59	1,494,106.00	16.28%
July	0.90%	\$292,014.18	\$266,787.52	\$191,845.36	157,223.48	258,328.00	13.04%	\$2,029,103.77	1,752,434.00	15.79%
August	0.90%	\$351,405.02	\$291,693.72	\$203,110.70	202,548.76	293,444.00	19.75%	\$2,380,508.79	2,046,878.00	16.36%
September	0.90%	\$317,410.71	\$285,111.93	\$285,132.17	190,292.86	286,823.00	10.66%	\$2,697,919.50	2,332,701.00	15.88%
October	0.90%	\$331,339.51	\$313,703.24	\$305,799.23	178,731.22	315,585.00	4.99%	\$3,029,259.01	2,648,286.00	14.39%
November	0.90%	\$336,708.79	\$314,368.17	\$300,142.06	221,741.13	301,943.00	11.51%	\$3,365,967.80	2,950,229.00	14.09%
December	0.90%		\$285,862.08	\$239,629.36	166,953.12	241,089.00	0.00%	\$0.00	3,191,298.00	
Total		3,365,967.80	3,226,039.90	2,572,837.54	2,133,000.38	3,191,298.00	0.00%			
Monthly Average		305,967.07	288,836.66	214,403.13	177,750.03	285,941.50				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2013 Tax	2012 Tax	2011 Tax	2010 Tax	2013 Budget	2013 Monthly Act to Bud Variance	2013 Cumulative Actual Sales Tax Received	2012 Cumulative Budgeted Sales Tax	2012 Cumulative Actual to Budget Variance
January	0.90%	\$291,292.37	\$204,854.04	152,221.21	140,635.54	206,083.00	41.35%	\$291,292.37	206,083.00	41.35%
February	0.90%	\$262,810.78	\$220,498.65	150,424.11	146,047.89	221,822.00	18.48%	\$554,103.15	427,905.00	29.48%
March	0.90%	\$298,768.61	\$266,975.22	181,817.93	193,180.62	268,577.00	11.61%	\$853,871.76	698,482.00	22.60%
April	0.90%	\$268,797.23	\$238,869.31	172,294.86	154,076.61	241,329.00	7.24%	\$1,112,668.99	937,811.00	18.85%
May	0.90%	\$292,014.18	\$256,787.52	191,845.36	157,223.48	258,328.00	13.04%	\$1,404,683.17	1,196,139.00	17.43%
June	0.90%	\$351,405.02	\$281,693.72	203,110.70	202,548.76	293,444.00	19.75%	\$1,756,088.19	1,489,583.00	17.89%
July	0.90%	\$317,410.71	\$285,111.93	285,132.17	190,292.86	286,823.00	10.66%	\$2,073,498.90	1,776,406.00	16.72%
August	0.90%	\$331,339.51	\$313,703.24	305,799.23	178,731.22	315,585.00	4.99%	\$2,404,838.41	2,091,991.00	14.95%
September	0.90%	\$336,708.79	\$314,368.17	300,142.06	221,741.13	301,943.00	11.51%	\$2,741,547.20	2,393,934.00	14.52%
October	0.90%		\$285,862.08	239,629.36	166,953.12	241,067.00	0.00%	\$0.00	2,635,001.00	
November	0.90%		\$263,071.24	234,370.59	158,497.84	235,777.00	0.00%	\$0.00	2,870,778.00	
December	0.90%		\$361,349.36	331,924.43	221,922.91	323,856.00	0.00%	\$0.00	3,194,634.00	
Total		2,741,547.20	3,284,165.48	2,756,712.01	2,131,861.78	3,194,634.00	0.00%			
Monthly Average		304,616.36	273,680.46	229,862.67	177,655.15	286,219.50				

Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Eleven Months Ending November 30, 2013

	November	Year to Date
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$2,186,169.99	\$1,546,867.99
Operating Cash Provided/(Used) by:		
Operating Activities	(\$308,193.62)	(\$3,291,367.50)
Non-Capital Financing Activities	\$344,609.40	\$4,383,937.60
Investing Activities	\$198.06	\$1,578.21
Total Operating Cash Provided/(Used)	\$36,613.84	\$1,094,148.31
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	\$14,596.51	(\$403,635.96)
Net Increase/(Decrease) Cash and Equivalent	\$51,210.35	\$690,512.35
CASH BALANCES - END OF PERIOD	\$2,237,380.34	\$2,237,380.34

Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Eleven Months Ending November 30, 2013

	November	YTD	Budget	% of Actual vs. Budget
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$19,885.49	\$235,445.48	\$257,803.00	91.33%
Operating Expenses				
Labor	138,694.94	1,611,951.73	1,747,187.00	92.26%
Benefits	97,639.10	1,091,499.96	1,222,322.00	89.30%
Services and User Fees	9,072.53	128,695.85	199,535.00	64.50%
Materials & Supplies	32,982.76	474,598.16	585,806.00	81.02%
Utilities	3,755.80	53,859.07	66,001.00	81.60%
Casualty/Liability Costs	6,704.25	73,796.75	79,932.00	92.32%
Taxes	382.99	6,107.25	7,795.00	78.35%
Miscellaneous Expenses	6,625.52	48,291.31	66,792.00	72.30%
Leases and Rentals		8,977.44	13,206.00	67.98%
Total Operating Expenses	295,857.89	3,497,777.52	3,988,576.00	87.69%
Operating Income (Loss)	(275,972.40)	(3,262,332.04)	(3,730,773.00)	87.44%
Non-Operating Revenues				
Non-Transportation Revenue	2,901.10	12,857.12	15,950.00	80.61%
Taxes Levied by Transit	270,542.79	3,311,311.88	3,194,633.00	103.65%
Local Grants & Contributions	1,250.00	16,250.00	17,500.00	92.86%
State Grants & Contributions	8,528.64	578,312.61	336,284.00	171.97%
Federal Grants & Contributions	67,911.00	558,765.00	438,420.00	127.45%
Total Non-Operating Revenues	351,133.53	4,508,287.21	4,002,787.00	112.63%
Net Income (Loss) Before Transfers In/(Out)	75,161.13	1,245,955.17	272,014.00	458.05%
Net Income/(Loss)	75,161.13	1,245,955.17	272,014.00	458.05%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Eleven Months Ending November 30, 2013

	<u>November</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$12,536.27	\$150,062.67	\$167,073.00	89.82%
Fixed Route Fares - West - JTOC	386.16	3,626.78	4,250.00	85.34%
Dial-a-Ride Fares (DAR)	1,227.01	12,050.42	15,000.00	80.34%
Vanpools	4,271.05	53,107.43	60,000.00	88.51%
Extended Service		2,206.00	2,700.00	81.70%
Auxiliary Transportation Revenues				
Advertising Services	1,400.00	13,677.18	8,000.00	170.96%
Other Services Revenue	65.00	715.00	780.00	91.67%
Total Operating Revenues	19,885.49	235,445.48	257,803.00	91.33%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	198.06	1,578.21	1,850.00	85.31%
Gain (Loss) on Disposition of Capital Items	1,268.07	2,857.32	3,000.00	95.24%
Other Nontransportation Revenues	1,434.97	8,421.59	11,100.00	75.87%
Taxes Levied Directly by Transit System - Sales & Use Tax	270,542.79	3,311,311.88	3,194,833.00	103.65%
Special Sales Tax Receipts - Miscellaneous		30,790.60		0.00%
Local Grants and Contributions				
JTOC	1,250.00	13,750.00	15,000.00	91.67%
WSTIP		2,500.00	2,500.00	100.00%
State Grants and Contributions				
Rural Mobility Competitive	5,813.00	571,762.00	332,784.00	171.81%
RTAP	2,715.64	6,550.61	3,500.00	187.16%
Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	67,911.00	558,765.00	438,420.00	127.45%
Capital Contributions - Local/State/Federal				
Capital Contributions - FTA 5309, Equipment Assistance (Federal)		114,307.24		0.00%
Capital Contributions - FTA 5311, Equipment Assistance (Federal)		3,250.40		0.00%
Capital Contributions - FTA 5309, Facility Assistance (Federal)		176,159.00		0.00%
Total Nonoperating Revenues	351,133.53	4,802,003.85	4,002,787.00	119.97%
TOTAL REVENUES	371,019.02	5,037,449.33	4,260,590.00	118.23%

Jefferson Transit Authority
Expense Statement
For the Eleven Months Ending November 30, 2013

	<u>November</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$49,380.55	\$550,492.90	\$603,956.00	91.15%
Operators Overtime - Fixed Route	2,981.92	65,116.89	48,592.00	134.01%
Operators Salaries & Wages - Dial-a-Ride (DAR)	11,284.67	141,536.98	165,357.00	85.59%
Operators Overtime - Dial-a-Ride (DAR)	(367.70)	8,546.70	5,786.00	147.71%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	38,900.83	442,113.34	469,941.00	94.08%
Other Overtime (Mntce, Dispatch, Cust Serv)	988.47	21,601.38	27,867.00	77.52%
Administration Salaries	35,526.20	382,543.54	425,688.00	89.86%
Benefits				
FICA	12,209.23	136,914.99	142,443.00	96.12%
Pension Plans (PERS)	14,555.46	152,469.65	138,680.00	109.94%
Medical Plans	33,164.27	376,612.77	431,379.00	87.30%
Dental Plans	3,052.46	35,150.21	41,674.00	84.35%
Unemployment Insurance (UI)		8,480.38	33,180.00	25.56%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,980.51	57,721.26	66,855.00	86.34%
Holiday	8,589.55	67,643.39	73,318.00	92.26%
General Leave	20,068.43	208,008.72	232,726.00	89.38%
Other Paid Absence (Court Duty & Bereavement)		11,911.84	7,100.00	167.77%
Uniforms, Work Clothing & Tools Allowance	531.94	5,225.85	14,707.00	35.53%
Other Benefits (HRA, EAP & Wellness)	487.25	31,360.90	40,260.00	77.90%
Service and User Fees				
Vanpool Services and Fees	166.67	2,065.10	3,500.00	59.00%
Advertising Fees	543.28	11,985.81	12,500.00	95.89%
Professional & Technical Services	3,111.71	53,487.94	71,505.00	74.80%
Contract Maintenance Services (IT Services)	724.85	23,792.85	38,780.00	61.35%
Custodial Services			7,200.00	0.00%
Security Services		564.69	2,500.00	22.59%
Vehicle Technical Services	2,253.34	16,688.69	25,500.00	65.45%
Property Maintenance Services	147.48	1,954.18	10,000.00	19.54%
Software Maintenance Fees	1,180.83	10,682.09	17,150.00	62.29%
Postage & Mail Meter Fees	584.49	2,764.42	3,600.00	76.79%
Drug & Alcohol Services	237.08	2,995.88	4,800.00	62.41%
Other Services & User Fees	122.80	1,714.20	2,500.00	68.57%
Materials and Supplies Consumed				
Fuel	26,905.75	346,248.03	408,586.00	84.74%
Tires	1,036.54	15,552.24	28,400.00	54.76%
Lubrication	324.62	8,719.59	10,500.00	83.04%
Tools		5,193.97	9,000.00	57.71%
Vehicle Maintenance & Repair Parts	2,401.03	53,373.58	61,500.00	86.79%
Non-Vehicle Maintenance & Repair Parts	40.05	4,776.02	5,000.00	95.52%
Vehicle Accessories		68.21	1,350.00	5.05%
Park & Ride Materials		399.42	2,000.00	19.97%
Shop Supplies (Maintenance & Cleaning)	974.07	13,096.99	14,000.00	93.55%
Safety & Emergency Supplies		450.17	5,050.00	8.91%
Office Supplies	450.20	6,307.16	12,570.00	50.18%
Computer Programs & Supplies	87.19	326.78	2,750.00	11.88%
Printing (Photocopier, Schedules & Brochures)	783.31	19,920.32	23,100.00	86.24%
Other Materials & Supplies		165.68	2,000.00	8.28%
Utilities				
Water, Sewer & Solid Garbage	1,250.51	13,776.62	16,400.00	84.00%
Utilities (Electrical & Propane)	1,058.69	15,173.15	21,000.00	72.25%
Telephone & Internet	1,446.60	24,909.30	28,601.00	87.09%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	6,704.25	73,796.75	79,932.00	92.32%
Taxes				
State Taxes	382.99	4,574.70	5,445.00	84.02%
Vehicle Licensing & Registration Fees		634.75	550.00	115.41%
Other Licensing Fees & Taxes		897.80	1,800.00	49.88%

**Jefferson Transit Authority
Expense Statement
For the Eleven Months Ending November 30, 2013**

	<u>November</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$1,059.68	\$10,790.00	\$15,081.00	71.55%
Travel & Meetings	1,547.13	14,835.51	21,400.00	69.32%
Fines & Penalties	3.39	69.81		0.00%
Safety Program (Rodeo & Safety Rewards)	1,772.84	4,739.44	5,000.00	94.79%
Training (Classes, Seminars & Materials)	2,252.48	16,443.65	22,561.00	72.89%
EE CDL and EE Physical Expense	(10.00)	1,395.00	2,450.00	56.94%
Other Miscellaneous		17.90	300.00	5.97%
Interest Expense				
Leases and Rentals				
Transit Way & Passenger Stations		168.95	1,080.00	15.64%
Passenger Parking Facilities			1,056.00	0.00%
Other General Administration Facilities		8,808.49	11,070.00	79.57%
TOTAL OPERATING EXPENSES	<u><u>295,857.89</u></u>	<u><u>3,487,777.52</u></u>	<u><u>3,988,576.00</u></u>	<u><u>87.69%</u></u>

Jefferson Transit Authority/FTA Grant WA-0180-02 (Four Corners Facility Project)

Total Project Cost	\$ 4,083,068.00	Equals Total project award plus total match
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FTA FUNDS AWARDED TO JTA	
Original	\$ 560,000.00
1st Amendment	\$ 423,679.00
	\$ 970,874.00
	\$ 380,361.00
2nd Amendment	\$ 931,540.00

JTA MATCH	
Match Required	\$ 816,614.00

Total Project Award and Total Match equal Total Project Cost

Total Project Award from FTA	\$ 3,266,454.00	Total Match	\$ 816,614.00
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Disbursements to date	\$ 596,167.00	Disbursements to date	\$ 172,274.90
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Amount spent to date

Remaining Balance	\$ 2,670,287.00	Remaining Balance	\$ 644,339.10
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Remaining Available

Team/Disbursements	\$ 596,167.00	JTA Match	\$ 172,274.90
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FTA TEAM/ECHO reconciliation

Difference	\$ -	Difference	\$ -
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Detail of Disbursements

Date	Total Amount	FTA Share	JTA Share	Invoice Numbers
1/20/2005	\$ 32,531.00	\$ 26,025.00	\$ 6,506.27	Inv #174437; 57832001; 74572; 6501360 Payroll Sheets
2/7/2005	\$ 74,292.00	\$ 59,434.00	\$ 14,858.00	Inv# HMW 11/1/2004; 2004015-1004; 2004015-1104; 2004015-1204; Misc CC Purch; 127065; 127066; Payroll Reports
4/29/2005	\$ 47,593.00	\$ 38,074.00	\$ 9,519.00	Inv #040901946; 3166393; 2004015-0405; 2004015-0505; 2004015-0205; HMW 06/01/2005, Sport Townsend
7/13/2005	\$ 34,546.00	\$ 27,636.00	\$ 6,909.00	Inv #040901946; 3166393; 2004015-0405; 2004015-0505; 2004015-0205; HMW 06/01/2005, Sport Townsend
9/13/2005	\$ 41,888.00	\$ 33,510.00	\$ 8,378.00	Inv #PTL 3/2&4/6; 2004015-0605; 2004015-0705; 2004015-0805; HMW 5/2,7/1,8/2,9/1/2005
5/12/2006	\$ 7,507.50	\$ 6,006.00	\$ 1,501.50	Inv # HMW 1/3,2/1,3/2,3/3/2006; 3626
1/24/2007	\$ 268,064.63	\$ 214,452.00	\$ 53,612.93	Inv# HMW 5/1, 6/1, 7/1, 8/1, 9/1, 10/1, 11/1/2006; 2004015-0506; 2004015-0606; 2004015-0706; 2004015-0806; 2004015-0906; 2004015-1006; 2004015-1106; Property Purchase
1/24/2007	\$ (319.00)	\$ (319.00)		correction to 05/12/06 draw
2/2/2007	\$ 14,054.00	\$ 14,054.00	\$ -	Inv#2004015-1206
9/15/2008	\$ (11,590.00)	\$ (11,590.00)		correction to 02/2/2007 draw
9/24/2008	\$ 140.00	\$ 112.00	\$ 28.00	Inv# HMW 2/1/2007; Safeway, Coffee, Jordini's
9/24/2008	\$ (46.00)	\$ (46.00)		correction to 02/2/2007 draw
5/18/2012	\$ 15,825.00	\$ 12,660.00	\$ 3,165.00	Inv# C15926350; C15926564; 3249925
1/28/2013	\$ 1,799.00	\$ 298.00	\$ 1,501.00	Inv# 11308; 17123-1; 3270127
4/30/2013	\$ 14,419.00	\$ 4,360.00	\$ 10,059.00	Inv# 20130317; 31325; 21314; 17215; 13-056
5/17/2013	\$ 26,532.55	\$ 21,226.00	\$ 5,306.55	Inv# 20130419
8/5/2013	\$ 59,813.00	\$ 47,850.00	\$ 11,963.00	Inv#: 20130517; 20130619; 71322; 13-116
9/24/2013	\$ 109,263.62	\$ 78,062.00	\$ 31,201.62	Inv#: 201307020; 20130810; 071305; 081306; 091311
10/17/2013	\$ 32,128.03	\$ 24,363.00	\$ 7,766.03	Inv#: 20130912; 101311
Total	\$ 768,441.33	\$ 596,167.00	\$ 172,274.90	
Check Figure	\$ 0.57			

Jefferson Transit
Treasury Pool Investments Account (Capital) and Checking Account
Capital Projects Tracking Report
November 2013

Current Account Status	Balance per Bank @ 11/30/13	\$ 689,169.17	\$ -
Balance per GL @ 10/31/13		\$ 688,937.60	
	Transfers - In	\$ 24,363.00	
	Reimbursement Cameras/Vans	\$ -	
	Investment Interest	\$ 83.13	
	Transfers - Out (Purchases)	\$ (5,462.63)	
	Incorrect Transfer (will be corrected Dec)	\$ 1,268.07	
Balance per GL @ 11/30/13		\$ 689,169.17	

2013 Capital Projects				
Facility		Grant Funding	JTA Funding	JTA Appropriation
	2013 Beginning Balance	\$ 1,340,000.00	\$ 385,000.00	\$ (395,000.00)
	Change to Add Regional STP funds	\$ 493,713.00	\$ 77,053.00	\$ (77,053.00)
	Project Management - December 2012		\$ (1,425.73)	\$ 1,425.73
	Project Management - January 2013		\$ (4,697.75)	\$ 4,697.75
	Federal Reimbursements(373.05)	\$ (298.44)	\$ (74.61)	\$ 74.61
	Project Management - February 2013		\$ (4,271.02)	\$ 4,271.02
	Pre-App Permit Review - JCDCD (809.00)	\$ (647.20)	\$ (161.80)	\$ 161.80
	Attorney Fees (542.50)	\$ (434.00)	\$ (108.50)	\$ 108.50
	TCF Architecture (4098.78)	\$ (3,279.02)	\$ (819.76)	\$ 819.76
	TCF Architecture (26532.35)	\$ (21,226.00)	\$ (5,306.55)	\$ 5,306.55
	Project Management - April 2013	\$ -	\$ (3,152.00)	\$ 3,152.00
	TCF Architecture (54612.79)	\$ (43,690.00)	\$ (10,922.79)	\$ 10,922.79
	Project Management - May 2013	\$ -	\$ (5,391.75)	\$ 5,391.75
	Project Management - June 2013	\$ -	\$ (4,186.42)	\$ 4,186.42
	Jefferson County DCD	\$ (4,160.00)	\$ (1,040.00)	\$ 1,040.00
	Project Management - July 2013	\$ -	\$ (3,543.16)	\$ 3,543.16
	Island Transit - Mezzanine	\$ -	\$ (6,500.00)	\$ 6,500.00
	Project Management - August 2013	\$ -	\$ (2,751.42)	\$ 2,751.42
	TCF Architecture (40257.37)	\$ (32,206.00)	\$ (8,051.37)	\$ 8,051.37
	TCF Architecture (57319.92)	\$ (45,856.00)	\$ (11,463.92)	\$ 11,463.92
	TCF Architecture (30,453.62)	\$ (24,363.00)	\$ (6,090.62)	\$ 6,090.62
	Project Management - September 2013	\$ -	\$ (1,674.41)	\$ 1,674.41
	TCF Architecture (80,655.54)	\$ (48,532.00)	\$ (12,133.54)	\$ 12,133.54
	Ending Balance			\$ (378,285.88)
Other Building and Structures		Grant Funding	JTA Funding	
Transit Shelter New & Replace	2013 Beginning Balance	\$ 64,000.00	\$ 16,000.00	
	6-Used Shelters Intercity Transit	\$ (2,550.00)	\$ -	
Project Complete				
Simmi Seats	2013 Beginning Balance	\$ 6,480.00	\$ 1,620.00	
		\$ (3,250.40)	\$ (812.60)	
Project Complete				
Kiosks and Signage	2013 Beginning Balance	\$ 8,000.00	\$ 2,000.00	\$ (2,000.00)
PNR Upgrades (banners, signs, etc)	2013 Beginning Balance	\$ 28,000.00	\$ 7,000.00	\$ (7,000.00)
PNR Passenger Services Bldg	2013 Beginning Balance	\$ 76,800.00	\$ 19,200.00	\$ (19,200.00)
Sheridan Transit Shelter	2013 Beginning Balance	\$ 185,000.00	\$ 15,000.00	
Project Not Funded				
Revenue Vehicles				
Culaway Coach	2013 Beginning Balance	\$ 86,000.00	\$ -	
Amerivans	2013 Beginning Balance	\$ 201,318.00	\$ -	
	All Vehicles Purchased	\$ (280,782.25)		
Project Complete				
Vehicle Replacement Reserve	2013 Beginning Balance		\$ 23,588.00	
	Feb 2013 - Transfer		\$ 23,588.00	\$ (23,588.00)
Project Complete				
Service Vehicles				
Crane, Crew Truck, Shop Pickup	2013 Beginning Balance	\$ 104,000.00	\$ 28,000.00	
	Service Pick-up w/Plow	\$ (41,353.27)		
Project Complete				
Green Vehicle	2013 Beginning Balance	\$ 40,000.00	\$ 10,000.00	
Project Not Funded				
Service Equipment				
Cameras & Digital Recorders	2013 Beginning Balance	\$ 150,000.00		
	2/11/13 Purchase	\$ (108,474.44)		
Project Complete				
Hydraulic Shop Press	2013 Beginning Balance	\$ 6,400.00	\$ 1,600.00	
	11/25/2013 Purchase	\$ (5,989.44)	\$ (1,497.36)	\$ (1,497.36)
Project Complete				
Office Furniture & Equipment				
IT Systems-MS Office Platform U	2013 Beginning Balance	\$ 19,144.00	\$ 4,786.00	\$ (4,786.00)
	5 PCs - w/Software	\$ (3,284.44)	\$ (824.88)	\$ 824.88
	SQL-Server Edition & Licenses	\$ (1,644.30)	\$ (411.08)	\$ 411.08
	Virus Protection Software	\$ (855.36)	\$ (213.84)	\$ 213.84
	Balance			\$ (3,961.14)
Radio, MDT & AVL	2013 Beginning Balance	\$ 96,000.00	\$ 24,000.00	\$ (24,000.00)
Trapeze Upgrade	2013 Beginning Balance	\$ 32,000.00	\$ 8,000.00	\$ (8,000.00)
JTA Capital Reserve Account Balance				\$ 889,169.17
JTA Appropriated Project Funds Sub-Total				\$ (467,532.38)
Pending Reimbursements				
Pending Payments				
Cap Purch not in 2013 Budget				

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Jefferson Transit Authority Board

Meeting Minutes

Tuesday, November 19, 2013, 1:30 p.m.

701 Harrison Street, Port Townsend, WA

CALL TO ORDER/WELCOME

The meeting was called to order by Jefferson Transit Authority (JTA) Board Chair Catharine Robinson at 1:33 p.m. Other members present were Robert Gray, John Austin and Lloyd Eisenman.

STAFF PRESENT

Tammi Rubert, Sara Crouch, Ben Arnold, John Koschnick, Leesa Monroe, Samantha Trone and Laura Smedley

OTHERS PRESENT

Kara Rogers, Tim Nolan, Jake Nolan, Steve Oakford, Darrell Conder, Burt Langsea, Brenda McMillan and Marilyn Muller.

PUBLIC COMMENT

Conder would like to know how the new stop at Mt. View Commons is working.

McMillan asked when the stop will be reinstalled at Sheridan and 7th Street. She would also like information on the new hire in the Operations Department.

Muller commented on the stop by Aldrich's Market. Because this corner is already congested, she would like to see the stop placed at Lawrence and Taylor.

In response to Conder's question, Koschnick stated there has not been adequate time to collect information about the stop at Mt View Commons. JTA will continue to monitor the stop during Food Bank hours of operation. Rubert thanked Langsea for the flyers he initiated which detail Food Bank stop times.

Trone explained that the stop at 7th and Sheridan was temporarily removed for construction and will be replaced early next week. It will now be located next to the Hospital's main entrance.

Rubert responded to McMillan's question regarding the new Operations position explaining that this position has not been worked out with the Union and the amount set aside in the 2014 budget is a placeholder.

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PUBLIC BUDGET HEARING

Robinson clarified that today's Public Budget hearing is for public comment. A vote to adopt the 2014 Operating/Capital Budget will be taken at the December Board Meeting. The Public Hearing was open at 1:43 pm.

Lee requested a hard copy of the budget, which was provided. She also requested acronym meanings be provided in a document.

Robinson would like to interject that Crouch gave a nice narrative about the budget and requested that JTA place that on the website together with the actual 2014 budget. Robinson will hold the public comment portion of the hearing open through our next Board Meeting in December.

Oakford recommended that distributed documents be in 12 point font and a glossary should be added for acronyms used in the document.

Crouch explained STP Flex Funding is Surface Transportation Program Flex money which was a grant used to purchase replacement PC's.

NEW AGENDA ITEM

Austin would like to discuss the stop on Washington St. in front of the Courthouse between Cass and Walker. This will be added under the Operations Report.

FINANCE REPORT – Crouch

Crouch presented the October 2013 Financials.

Financial Summary

- Sales tax receipts for August of 2013 were 5% higher than last year and 4.9% higher than budget. Sales tax receipts for the year are 14% higher than last year.

Revenue Report

- Overall, we are over budget primarily due to sales tax receipts and advertising income.
- The State Grant revenue was high due to a transfer of Sales Tax equalization to Operations.
- The Federal Grant revenue was over budget.
- Expenses are tracking 3.88% under budget as of October. Advertising was over budget due to Public Notices and two (2) employment advertisements.

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- Non-vehicle maintenance and repair is over budget due to the purchase of the flower planters that aid in the storm water drainage issue at the depot.

Capital Activity

- Capital activity this month has primarily been Design and Project Management for the new facility. Five (5) PC's were purchased with the STP funding.

Gray asked for an explanation about the extraboard process and if the numbers of monthly pass sales are tracked. Gray asked if JTA is charged a fee for the booth at the Farmer's Market.

Austin asked how JTA disposed of old PC's and suggested offering the equipment to non-profits or schools before auctioning.

CONSENT AGENDA

- a. Approval of Minutes, October 17, 2013
 - Page 6, second to last paragraph, correct spelling of Surber's name.
 - Page 1, last paragraph, change "round-about" to "bus loop" also change "attorneys offices" to "the public or individuals"
- b. Approval of Expenses, October, 2013
- c. **Resolution 13-20 - Authorization for Jefferson Transit General Manager to sign HRA VEBA Employer Adoption Agreement:**
Crouch recaps HRA VEBA (Health Reimbursement Account Variable Employee Benefit Association) accounts to explain Resolution 13-20.

Gray asked Crouch for an explanation for the two large accounts payable vouchers.

Motion by Austin, seconded by Gray to approve the consent agenda with changes to the minutes. The motion carried unanimously.

OLD BUSINESS

Rubert requested JTA's attorney perform an analysis regarding how we should proceed with exterior bus advertising. The attorney agreed with our advertising moratorium and recommended it be handled in a public meeting format with public comment allowed. This moratorium has been publicly discussed during our last meeting, the current meeting and will be open for public comment during our December meeting before Resolution 03-02 is repealed. This resolution adopted advertising on the exterior of JTA's buses. The Policy for public service announcements on the interior of the buses will also be updated.

Robinson stated adoption of these policies will be included on our December agenda for action.

a. Resolution 13-21 - Amending the Credit Card Policy:

JTA maintains a \$2,000 credit limit for all employees with credit cards. Crouch requested having the ability to grant certain people a higher limit, not to exceed \$2,500. The last time the credit limit was changed was in 2001.

Gray asked how many staff members have credit cards, what type of card they are and what names are on the cards. He also wanted the payment procedure explained.

Motion by Austin and seconded by Gray to adopt Resolution 13-21. The motion carried unanimously.

STAFF REPORTS

- **General Manager's Report – Rubert**

The Senate listening sessions are over, but many in the transportation community continue to push for a transportation package this year. The Governor sent a letter to Senators King and Eide congratulating them on their listening sessions and urging them to work with others in both the House and the Senate to develop a transportation package for a special session. There is still no such package after the third special session

- JTA met with TCF and received 100% design which Trone will present today. JTA is on budget for project management contract, but the bid date for the project will slide because Jefferson County plans to schedule the Conditional Use Hearing for late February or March 2014. TCF will revise the schedule to reflect this slide in the schedule.
- JTA placed a beautiful ad on the Leader website asking people to ride the bus and be kind to their environment. It includes a link to JTA's website.
- JTA is part of The Small and Midsize Transit Alliance (SMTA) which met during the latest quarterly Washington State Transit Association (WSTA). This meeting was held in Bremerton on November 7 & 8 to discuss issues handled by small and rural transit agencies. At the beginning of 2013, SMTA recruited and hired a new lobbyist. Her name is Jennifer Ziegler. She has worked as a Transportation Policy Advisor at the Office of Governor Chris Gregoire and as a Government Relations Director with the Toll Division at WSDOT.
- At the regular WSTA meeting we received an update on the Transportation package and the messaging related to the package. We are still looking to protect and maintain existing transit funding. We hope for significant new State investments in public transportation that is sustainable, flexible and distributed directly to public transit agencies for operating and capital investments that meet local and regional priorities. We also had an update on alternative fuels requirements.
- The current ads on our bus exteriors have expired. The advertisements have been removed.
- Local ATU will be presented with changes to the Collective Bargaining Agreement on November 24th. If it is ratified, I will ask the board to approve the changes during the December board meeting.

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B. Operations Report – Koschnick

November Employment Anniversaries:

- Paul Hausmann - Operator and Relief Dispatcher 22 years
- Darrell Finley - JTOC Operator 11 years
- Gordon Meling - Operator 2 years
- Eric Kaahanui - Operator 2 years

October Monthly Highlights:

- Koschnick attended a WSTA Operations Committee Meeting at Salem/Keizer Transit in Oregon. One of the highlights was visiting their new Park & Ride facility in Keizer which is similar to Haines Place Park & Ride but with all the modern amenities. They also have a \$25 million dollar facility built in downtown Salem which ran into some serious issues and the building collapsed in on itself. They are now spending \$32 million dollars to renovate that building.
- Bus zones at Mt. View Commons have been established and agreed to by the City of Port Townsend and Shirley Moss. These stops are in front of the Food Bank entrance and directly across the street on the golf course side. New service began November 4, 2013 for that route and we will continue to gather ridership numbers.
- The stop on Kearney Street was re-established just below where the tennis courts are located.
- The stops affected by the Sheridan Street construction have been re-established.
- Koschnick sent the proposal for the Aldrich's Market stop to the Aldrich's Market Condo Association. Comments from them were received on November 17th and we hope to reach a solution for a stop location by January 2014.

Austin discussed the current stop in front of the Courthouse on Washington Street. He has talked to drivers and riders and concluded it would be safer if the bus stopped on Cass Street so riders could disembark on hard ground instead of sloping grass, which can be slippery. Koschnick said moving the stop has been discussed in the past. JTA will pursue approval from the city to move the bus stop sign.

C. Maintenance Report – Arnold

- There has been a recent increase in vandalism. Glass was knocked out of the shelter at HJ Carroll Park; there has been graffiti at a few different shelters; and an I-stop was stolen from Shold Business Park.

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- Arnold attended a WSTA Maintenance Committee meeting in Leavenworth. A group rode the bus to Wenatchee to visit Link Transit. They were able to ride and observe the new electric trolley system.
- Arnold has been working with WSDOT and has started the permit process for a shelter on each side of Highway 20 at Martin Road. This process should be finalized by the end of 2013.
- A shelter has been requested across from the visitor's center in Quilcene. WSDOT says the permitting process is the same as the Martin Road process. Arnold will gather the numbers WSDOT requires to approve a shelter.
- Arnold has signed up JTA for the "publicsurplus.com" website and has started listing some of our surplus vehicles for auction.
- Arnold has been working on a towing, recovery, impound and body and paint contract with Evergreen Towing and Collision and All City Towing and Collision. JTA's lawyer has reviewed the contract and when completed, it will be submitted to the Board for approval.
- There have been PH issues with the coolant and Arnold has been working with Petit Oil and Chevron to determine the cause.
- A rain shelter was installed at the Haines Place Park & Ride on October 30, 2013.
- After having a zinc level of over 700 on a storm water test, flower beds were installed and the zinc level has dropped to 137.

D. Mobility Report – Monroe

- JTA is waiting for the final AARP video which includes an on-site interview with Rubert.
- JTA is now involved with the Kiwanis and Toys for Tots. There will be a Stuff the Bus event held on December 7, 2013 from 10 – 4 behind Henery's Garden Center. All gifts will stay local. Gift wrapping volunteers and paper are needed.

E. Project Managers Report – Trone

Trone gave a power point presentation on JTA's new facility. It included site plans, floor plans and examples of siding and color options in 3D renderings. Trone also explained the building schedule and an overview of the budget.

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F. Ridership Report – Koschnick

- Ridership is down 12% in October compared to September. After doing a few calculations, JTA is down about 315 boarding per route per month. This works out to approximately 12 riders less per day on each route which is typical for this time of year. Overall for the year we are down about 4.5% from last year at this time.
- Dial a Ride is at 2.86 boarding's per hour. On time performance is 93.4.

PUBLIC COMMENT

Oakford agrees with Muller about moving the Aldrich's Market stop to Lawrence and Taylor. He also believes that a red curb and cross hatching at the Food Bank stop will help prevent cars from parking in the bus stop area. Oakford would like JTA to consider adding a stop at Lawrence and Kearney.

Conder asked Arnold what was stolen. Arnold explained that an I-stop is a solar light with a beacon that notifies the driver if someone is waiting at the stop. Conder would also like to see environmental reasons to ride the bus added to JTA's website.

Executive Session for discussion regarding property and negotiations per RCW 42.30.110. There will be no decisions made.

ADJOURNMENT

The meeting was adjourned at 3:26 pm. The next regular meeting will be held at 1:30 p.m., December 17, 2013.

Laura Smedley, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

DATE: 12/17/2013

November 2013 Expenses

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

- Accounts Payable Vouchers #92060-92062 in the amount of \$221.08
- Accounts Payable Voucher #92063 in the amount of \$72,979.40
- Accounts Payable Vouchers #92064-92112 in the amount of \$96,058.20
- Voided Accounts Payable Vouchers #92113
- Accounts Payable Voucher #92114 in the amount of \$936.04
- Accounts Payable Voucher #92115 in the amount of \$73,109.92
- Accounts Payable Vouchers #92116-92150 in the amount of \$25,910.03
- EFT Vouchers #5515-5521 in the amount of \$7,067.18
- EFT Vouchers #5522-5527 in the amount of \$6,293.36
- Advance Travel Voucher #323 in the amount of \$183.00
- Capital Checks #379-380 in the amount of \$3,124.58
- Capital Checks #381-382 in the amount of \$68,142.34
- Transfer from Capital Treasury Pool account to Capital Checking \$75,000.00
- Transfer from the Operating account to the Capital account \$1,268.07

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

**Agenda Item: 2c**

Subject: Resolution 13-25: Adopt 2014 Authority Board Meeting Schedule

Prepared By: Laura Smedley

Approved By: Timmi Rulien

Summary:

The Jefferson Transit Authority Board Meetings are held on the 3rd Tuesday of every month at 1:30pm at Firehouse 1-6, 701 Harrison St. Port Townsend, WA. These meetings are open to the public and the schedule needs to be published.

Recommendation:

Adopt Resolution 13-25: Adopt 2014 Authority Board Meeting Schedule

Motion for Consideration:

Move to Adopt Resolution 13-25: Adopt 2014 Authority Board Meeting Schedule

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Jefferson Transit Authority

Resolution No. 13-25

Adopting the Jefferson Transit Authority Board Meeting Schedule for 2014

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", establishing the schedule for regular meetings of the Authority for 2014

WHEREAS, the Authority holds regular monthly meetings on the 3rd Tuesday of each month, which are open to the public; and

WHEREAS, the need exists to establish a published schedule of said meetings;

NOW THEREFORE, BE IT RESOLVED by the Jefferson Transit Authority Board that the regular monthly meetings for the 2014 calendar year be established as follows:

THE MONTHLY PUBLIC MEETINGS SHALL BE HELD AT THE TIMES AND LOCATIONS AS OUTLINED ON THE ATTACHED SCHEDULE. Meeting changes and special meetings will be published as required by law.

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 December 17, 2013.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board



Jefferson Transit Authority Board Meeting Schedule 2014

The ***Jefferson Transit Authority Board*** meets the 3rd Tuesday of each month at 1:30pm. The meetings are held at Fire Station 16, 701 Harrison Street, at the corner of Harrison and Lawrence Streets in Port Townsend.

January 21

February 18

March 18

April 15

May 20

June 17

July 15

August 19

September 16

October 21

November 18

December 16

Any changes to this schedule will be advertised in the Legal Notices section of the Port Townsend Leader and posted on our website at www.jeffersontransit.com.



Agenda Item: 3b

Meeting Date: December 17, 2013

Subject: Resolution 13-27: Authorize JTA to sign Revised Business Associate Agreement with First Choice Health

Prepared By: Laura Smedley

Approved By: Jammi Rakus

Summary: Jefferson Transit Authority (JTA) has entered into a Business Associate Agreement with First Choice Health. The Department of Health and Humans Services has issued final HIPAA regulations that modify the rules for protected health information. First Choice Health has requested that JTA sign a revised agreement that addressed these regulation changes.

Recommendation:

Approve Resolution 13-27: Authorize JTA to sign Revised Business Associate Agreement with First Choice Health

Motion for Consideration:

Move to approve Resolution 13-27: Authorize JTA to sign Revised Business Associate Agreement with First Choice Health

DRAFT

Jefferson Transit Authority

Resolution No. 13-27

Authorize Jefferson Transit Authority to Sign the Revised Business Associate Agreement with First Choice Health

WHEREAS, Jefferson Transit Authority has entered into a Business Associate Agreement with First Choice Health to provide the Employee Assistance Program (EAP) to the employees of the Authority; and,

WHEREAS, The Department of Health and Human Services has issued final HIPAA regulations that modify the rules for protected health information; and,

WHEREAS, First Choice Health has requested that Jefferson Transit Authority sign a revised Business Associate Agreement that addresses these regulation changes; now therefore,

BE IT RESOLVED that the Jefferson Transit Authority Board of Directors does hereby authorize Jefferson Transit Authority to sign the revised Business Associate Agreement with the Washington County Insurance Fund.

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 this 17th day of December 2013.

Chair

Vice-Chair

Member

Member

Member

Attest:

Clerk of the Authority

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into by and between Jefferson Transit Authority, ("Company"), and First Choice Health Network, Inc. Company and First Choice Health Network, Inc. may be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, the Parties are considered Business Associates as such term is defined in 45 C.F.R. § 160.103.

WHEREAS, The Parties have entered into an agreement pursuant to which the Parties will provide certain services to or on behalf of each other, and each Party may create, receive, maintain, transmit, or have access to Protected Health Information in order to provide those services ("Services Agreement");

WHEREAS, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 implementing the privacy requirements ("Privacy Rule") and regulations at 45 C.F.R. Parts 160, 162 and 164 implementing the security requirements ("Security Rule") set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by regulations implementing Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5);

WHEREAS, the Privacy Rule and Security Rule require Parties to enter into a written contract in order to assure certain protections for the privacy and security of Protected Health Information, and the Privacy Rule and Security Rule prohibit the disclosure or use of Protected Health Information to or by either Party if such a contract is not in place;

WHEREAS, both Parties mutually agree to satisfy the foregoing regulatory requirements and all federal, state and local confidentiality, privacy, and security laws through this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. Part 160, Part 162, and Part 164, then in effect or as amended, which are collectively referred to as the "HIPAA Rules".

1.1 **"Breach"** shall have the same meaning as the term "Breach" in 45 C.F.R. § 164.402.

1.2 **"Covered Entity"** shall have the same meaning given such term in 45 C.F.R. § 160.103.

1.3 **"Data Aggregation"** shall have the meaning given such term in 45 C.F.R. § 164.501.

1.4 **"Designated Record Set"** shall have the meaning given to such term in 45 C.F.R. § 164.501.

1.5 **"Disclose"** and **"Disclosure"** mean, with respect to Protected Health Information, the release, transfer, provision of, access to, or divulging in any other manner of Protected Health Information outside a Party's internal operations or to persons or entities other than members of its workforce.

1.6 **"Electronic Protected Health Information" or "EPHI"** shall have the meaning found in the Security Rule, 45 C.F.R. § 160.103.

- 1.7 **“HITECH Act”** shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and the regulations promulgated thereunder by the Secretary.
- 1.8 **“Individual”** shall have the same meaning found in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.9 **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by one Party from or on behalf of the other Party pursuant to this Agreement.
- 1.10 **“Required by Law”** shall have the same meaning found in 45 C.F.R. § 164.103.
- 1.11 **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.12 **“Unsecured PHI”** shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.
- 1.13 **“Use” or “Uses”** shall mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within a Party’s internal operations.

2. Authorized Uses and Disclosures.

2.1 *General Use and Disclosure*

Except as otherwise limited in this Agreement, a Party may Use or Disclose PHI on behalf of the other Party as necessary to provide services as set forth in the Services Agreement, if such Use or Disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity.

2.2 *Business Activities*

2.2.1 Unless otherwise limited herein, the Parties may Use PHI:

- (a) As necessary for their proper management and administration or to carry out their legal responsibilities;
- (b) To provide Data Aggregation services as permitted by 42 CFR § 164.504(e)(2)(i)(B);
- (c) To De-identify any and all PHI created, received, maintained, or transmitted by one Party on behalf of the other Party, provided that the De-identification conforms to the requirements of the HIPAA Rules. Such resulting De-identified information is not PHI and is not subject to the terms of this Agreement; and
- (d) As Required by Law.

2.2.2 Unless otherwise limited herein, the Parties may Disclose PHI for their proper management and administration, or to carry out their legal responsibilities provided that:

- (a) The Disclosure is Required by Law; or
- (b) the Disclosing Party obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the

person notifies the Disclosing Party of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Business Associate Obligations.

3.1 *Use of PHI*

The Parties shall not Use or further Disclose PHI other than as permitted or required by the Services Agreement, this Agreement, or as Required by Law. In Using, Disclosing, or requesting PHI from one Party, the other Party agrees to limit PHI to the minimum necessary to accomplish the intended purpose of such Use, Disclosure, or request. "Minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules, and implementing regulation or guidance on the definition.

3.2 *Appropriate Safeguards; Compliance with Security Rule*

The Parties shall use appropriate administrative, technical, and physical safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement. Each Party shall comply with the Security Rule and shall implement administrative, physical, and technical safeguards (including written policies and procedures) that will reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI it creates, receives, maintains, or transmits on behalf of the other Party.

3.3 *Disclosure to Subcontractors*

Each Party agrees to ensure that any subcontractor that creates, receives, maintains, or transmits PHI on its behalf agrees to comply with the applicable HIPAA Rules and the same restrictions and conditions that apply through this Agreement with respect to such PHI by entering into a Business Associate Agreement with the subcontractor consistent with 45 C.F.R. 164.502(e).

3.4 *Delegation of Covered Entity's Duties*

To the extent either Party is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, such Party shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3.5 *Disclosure Accounting*

Each Party agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 C.F.R. § 164.528 ("Disclosure Information") and to retain such documentation for six (6) years from the date of Disclosure.

Within thirty (30) calendar days after receipt of a written notice from one Party of a request by an Individual or Covered Entity for an accounting of Disclosures of PHI, the other Party shall provide to the requesting Party the Disclosure Information necessary to enable a Covered Entity to meet the Disclosure accounting obligations under 45 C.F.R. § 164.528. In the event a request for an accounting regarding PHI of one Party is delivered directly to the other Party or its subcontractors, the Party who received the request shall within ten (10) calendar days after receipt forward such request to the other Party, to enable that other Party to deliver the request to the Covered Entity to whom the disclosure accounting obligation under 45 C.F.R. § 164.528 applies. Within twenty (20) calendar days after forwarding the request to the other Party, the Party who initially received the request shall provide its Disclosure Information to the other Party. It shall be the requesting Party's responsibility to prepare and deliver any accounting of disclosures to the Covered Entity. Both Parties (who are Business Associates) will include, in any Disclosure Information, the information listed in 45 C.F.R. § 164.528(b).

3.6 *Access to PHI*

Within fifteen (15) calendar days following one Party's request, the other Party shall make available to the requesting Party or, at the written direction of the requesting Party, to an Individual, for inspection and copying PHI about the Individual that is in a Designated Record Set maintained by the Party to whom such request is made, so that the requesting Party may deliver such information to the Covered Entity, who must meet its access obligations under 45 C.F.R. §164.524. If either Party requests an electronic copy of PHI that is maintained by the other Party electronically in a Designated Record Set, the Party to whom the request is made will provide an electronic copy in the form and format specified by the requesting Party in accordance with 45 C.F.R. § 164.524(c)(2). Any denial of access by an Individual to the PHI requested shall be the responsibility of the Covered Entity to whom the access obligation under 45 C.F.R. §164.524 applies.

3.7 *Amendment of PHI*

Upon receipt of a request from one Party, the other Party shall promptly amend or make available to the requesting Party for amendment, an Individual's PHI it maintains in a Designated Record Set to enable the requesting Party to make such information available to the Covered Entity who must meet its obligations under 45 C.F.R. § 164.526. Any denial of a request by an Individual for amendment of PHI maintained pursuant to the Agreement shall be the responsibility of such Covered Entity.

3.8 *Government Access to Books and Records*

Each Party shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of the other Party, available to the Secretary for purposes of determining the Parties' compliance with the HIPAA Rules. In such case, unless prohibited by law or court or order, each Party shall provide to the other Party, (i) prompt written notice of its receipt of any such request from the Secretary, and (ii) a copy of any documentation, books, and records provided to the Secretary pursuant to the Secretary's request.

3.9 *Reporting and Mitigation of Unauthorized Use and Disclosure of PHI or Breach of Unsecured PHI*

3.9.1 Reporting of Unauthorized Use and Disclosure of PHI. Each Party shall provide a written report to the other Party of any Uses or Disclosures of PHI not authorized by the Services Agreement or this Agreement of which it becomes aware not more than thirty (30) calendar days after the unauthorized Use or Disclosure is discovered.

3.9.2 Reporting of Breach of Unsecured PHI. Each Party shall notify the other Party within thirty (30) calendar days following the discovery of a suspected or actual Breach of Unsecured PHI. A suspected or actual Breach shall be treated as discovered as of the first day on which the Breach is known, or, by exercising reasonable diligence would have been known, to the Party that caused the Breach. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. § 164.412, the Parties may delay notification for the applicable period of time.

3.9.3 Content of Notice. The notice of unauthorized Use or Disclosure, or of Breach of Unsecured PHI, shall include:

(a) To the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been improperly accessed, acquired, Used or Disclosed;

(b) Information related to the unauthorized person or persons who impermissibly Used the PHI or to whom the improper Disclosure was made, and whether the PHI was actually acquired or viewed;

(c) The nature of the Breach or other non-permitted Use or Disclosure, including a brief description of what happened, the date of the non-permitted Use or Disclosure or Breach and the date of discovery;

(d) A description of the types of Unsecured PHI that were involved in the non-permitted Use or Disclosure or Breach, including the nature of services, types of identifiers, and the likelihood of re-identification, including whether full name, social security number, credit card number, date of birth, home address, account number, diagnosis, medication, treatment plan, or other information were involved;

(e) The corrective or investigative action taken or that will be taken to prevent further non-permitted Uses or Disclosures, to protect against future Breaches, and the extent to which the risk to the PHI has been mitigated;

(f) Any details necessary for the non-Breaching Party to conduct a risk assessment to determine the probability that the PHI believed to have been improperly accessed, acquired, Used or Disclosed has been compromised and the steps the affected Individuals should take to protect themselves; and

(g) Such other information, including a written report, as the non-Breaching Party may reasonably request.

3.9.4 **Costs of Breach Notification and Mitigation.** Each Party shall, at its own cost and expense, mitigate to the extent practicable, any harmful effects known to it of any Use or Disclosure of PHI in violation of the requirements of this Agreement. To the extent that the non-Breaching Party determines that the Breach notification requirements of the HIPAA Rules are triggered by a Breach of Unsecured PHIs as described in Section 4.3 below, the breaching Party shall reimburse the non-breaching Party for all reasonable and necessary costs related to such notifications.

3.9.5 **Security Incidents.** Both Parties will report to each other any attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of the other Party's Electronic Protected Health Information or interference with system operations in their respective information system of which they become aware. The Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and, as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this Section 3.9.5 constitutes notice of the ongoing existence and occurrence of such Security Incidents for which no additional notice to either Party shall be required, as long as such probes and reconnaissance scans do not result in unauthorized access, Use, or Disclosure of PHI. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on a Party's firewall, port scans, and unsuccessful log-on attempts that do not result in unauthorized access, Use or Disclosure of PHI.

3.9.6 **State Law Requirements.** In the event either Party has an independent notification obligation related to impermissible Use or Disclosure of PHI in connection with this Agreement or the Services Agreement, such Party shall promptly notify the other Party of such obligation and, at least five (5) business days before giving any such notice, shall notify the other Party of its intent to provide the required notifications, including any related information required by applicable state law.

3.10 *Retention of PHI*

Each Party shall retain all PHI throughout the term of this Agreement and shall continue to maintain such information not otherwise returned or destroyed pursuant to Section 5.4 of this Agreement for a period of six (6) years after the termination of this Agreement.

3.11 *Restrictions on Disclosures*

Each Party will comply with written notice from the other Party to provide for confidential communications of PHI, or to restrict the Use or Disclosure of PHI, pursuant to 45 C.F.R. § 164.522, including any request by an Individual to restrict the Disclosure of the Individual's PHI to a health plan if the Disclosure is (1) for the purpose of carrying out payment or health care operations, is not for purposes of carrying out treatment, and it not otherwise Required by Law, and (2) the PHI pertains solely to a health care item or service for which the Individual, or person other than the health plan on behalf of the Individual, has paid in full.

3.12 *Prohibition on Sale of PHI*

Except as otherwise expressly permitted by the HIPAA Rules, the Parties shall not directly or indirectly receive remuneration, including financial or non-financial remuneration, in exchange for an Individual's PHI unless a valid authorization that meets the requirements of 45 C.F.R. § 164.508 is obtained and states that the disclosure will result in remuneration.

3.13 *Standard Transactions.*

Each Party shall comply with the HIPAA Rules' Standards for Electronic Transactions when conducting any Standard Transactions on behalf of the other Party.

4.1 With regard to the Use and/or Disclosure of Protected Health Information, each Party agrees to:

4.1.1 Notice of Privacy Practices

Provide the other Party in a timely manner a written or electronic copy of the notice of privacy practices (the "Notice") that is provided to Individuals in accordance with 45 C.F.R. § 164.520, including any limitation(s) in such Notices to the extent that such limitation may affect the other Party's Use or Disclosure of PHI.

4.1.2 Restrictions

Notify the other Party in writing of any restrictions to the Use or Disclosure of PHI that it has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect the other Party's Use or Disclosure of PHI. Each Party will promptly notify the other Party in writing of the termination of any such restriction requirement and whether any of the PHI will remain subject to the terms of the restriction agreement.

4.1.3 Authorizations

Inform the other Party, in writing and in a timely manner, of any changes in, or revocation of an authorization provided to it by an Individual or Covered Entity to Use or Disclose PHI to the extent that such changes may affect the other Party's Use or Disclosure of PHI.

4.1.4 Confidential Communications

Notify the other Party in writing and in a timely manner, of any confidential communications requests related to an Individual's PHI that it has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such request may affect the other Party's Use or Disclosure of PHI. Each Party will promptly notify the other Party in writing of the termination of any such confidential communications requirement.

4.2 The Parties shall not request each other to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

4.3 *Determination of Breach and Notification Obligations*

The non-breaching Party will be solely responsible to determine whether a non-permitted Use or Disclosure constitutes a Breach and will be responsible to provide, to the extent and within the time required by the HIPAA Rules, notice to the affected Covered Entity (who in turn must provide notice to the affected Individuals, the media, and the Secretary). If the non-breaching Party determines the non-permitted Use or Disclosure is a Breach that triggers the HIPAA Rules' breach

notification requirements, then the breaching Party will reimburse the non-breaching Party for all reasonable and necessary costs related to the notifications of a Breach of Unsecured PHI created, received, maintained or transmitted by the breaching Party.

5. Term and Termination.

5.1 *Term and Effective Date*

This Agreement shall be effective on the effective date of the Services Agreement and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided herein or by the mutual agreement of the Parties.

5.2 *Termination for Material Breach*

Upon one Party's determination, in its sole discretion, that the other Party has violated a material term of this Agreement, the non-violating Party will provide the violating Party with written notice of the violation and either (i) an opportunity to cure the breach or end the violation within thirty (30) calendar days after receipt of the notice or such other period determined reasonable and appropriate by the non-violating Party, or (ii) terminate this Agreement if the violating Party does not cure the breach or end the violation within such period, or (3) immediately terminate this Agreement if eliminating the violation or cure of the breach is not possible.

5.3 *Termination of Agreement*

This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement.

5.4 *Effect of Termination*

5.4.1 Upon termination of this Agreement, each Party shall return all PHI that it received from, or created or received on behalf of the other Party that it (or its subcontractors) maintained in any form. Either party may request that the other Party destroy such PHI and provide documentation evidencing such destruction, and in such case, both Parties agree to comply with such request if feasible. The Parties shall retain no copies of such PHI except as follows. If the Party to whom the request to return or destroy such PHI is made determines that return or destruction of PHI is not feasible, such Party shall provide notice to the requesting Party of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as it maintains such PHI.

5.4.2 In the event this Agreement is terminated for any reason, the Services Agreement will also terminate as of the effective date of termination of this Agreement.

5.5 *Survival*

The obligations of both Parties under this Section 5 shall survive the termination of this Agreement.

6. Miscellaneous.

6.1 *Indemnification.* Each Party shall indemnify, defend and hold harmless the other Party (including without limitation the other Party's employees, officers, directors, agents, successors and assigns) from and against any and all claims, causes of action, liabilities, damages, costs or expenses (including without limitation attorneys' fees, court costs, costs of administrative or other proceedings, and costs of investigation) arising out of or related to any breach of any of the terms and provisions of this Agreement by the indemnifying Party or any party acting by or through the indemnifying Party (including without limitation its employees, agents, representatives or Subcontractors). The obligations of the Parties under this Section 6.1 shall survive the termination of this Agreement.

- 6.2 *Compliance with Law*
Both Parties agree to comply with all federal, state, and local laws applicable to the privacy and security of health information, including but not limited to the HIPAA Rules and the HITECH Act. Upon the compliance date or other effective date of any law or final regulation or amendment to final regulation adopted by the Secretary that affects the obligations of either Party to this Agreement, this Agreement will automatically amend such that the obligations of each Party under this Agreement remain in compliance with such law or regulation. The Parties agree to take such action as is necessary to document any such amendment to this Agreement as is necessary for compliance with the requirements of the HIPAA Rules and the HITECH Act, and any other applicable law or regulation.
- 6.3 *No Third Party Beneficiaries*
Nothing in this Agreement shall confer any rights, remedies, obligations, or liabilities upon any person or other third party other than the Parties to this Agreement.
- 6.4 *Disputes*
If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally and in accordance with the dispute resolution process specified in the Services Agreement.
- 6.5 *Interpretation*
Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with applicable HIPAA Rules and the HITECH Act. In the event of any inconsistency or conflict between this Agreement and any other agreement between the Parties, the terms and conditions of this Agreement shall have priority.
- 6.6 *Notice*
Any notice to be given hereunder shall be given in writing and in accordance with the applicable terms of the Services Agreement.
- 6.7 *Governing Law*
This Agreement shall be interpreted, enforced, and governed in accordance with the laws of the State of Washington, notwithstanding any conflict of law doctrine to the contrary.
- 6.8 *Amendments; Waiver*
This Agreement may not be modified or amended, nor shall any provision hereof be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. A failure or delay in enforcing compliance with any term or condition of this Agreement does not constitute a waiver of such term or condition unless it is expressly waived in writing.
- 6.9 *Survival*
Both Parties' obligations to protect the privacy and safeguard the security of PHI as set forth in this Agreement shall survive the termination of this Agreement.
- 6.10 *Severability*
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 6.11 *Counterparts; Electronic Copies*
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Electronic copies of this fully executed Agreement shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the effective date of the Services Agreement.

**First Choice Health Network, Inc.
Authority**

Signature: _____
Name: _____
Title: _____

Company: Jefferson Transit

Signature: _____
Name: Tammi Rubert
Title: General Manager

**Agenda Item: 3a****Meeting Date:** December 17, 2013**Subject: Resolution 13-23: Update of Resolution 09-12****Prepared By:** Laura Smedley**Approved By:** Summi Ruland**Summary:**

On July 1, 2009, Resolution 09-12 was adopted, establishing a policy for posting public service announcements inside transit vehicles.

Summary of Changes:

- All public service notices will be approved by Jefferson Transit Authority (JTA).
- Free public service space may become unavailable at any time subject to the use of that same space by JTA.
- Free public service notices using space that JTA desires to utilize will be removed starting with the oldest notices.
- The sentence "All public service notices must conform to Jefferson Transit's Policy on Bus Advertising Content" will be removed.

Recommendation: Approve Resolution 13-23**Motion for Consideration:** Move to adopt Resolution 13-23

DRAFT

Jefferson Transit Authority Resolution No. 13-23

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", to adopt an updated Policy for Posting Public Service Announcements Inside Transit Vehicles Resolution; and

WHEREAS, as per the original Resolution 09-12 signed into policy on July 1, 2009, substantial or substantive change requires amendment by this Board; and

WHEREAS Jefferson Transit Authority (JTA) will now allow public service notices to be posted on JTA vehicles with the following changes:

- * All public service notices will be approved by JTA.
- * Free public service space may become unavailable at any time subject to the use of that same space by JTA.
- * Free public service notices using space that JTA desires to utilize will be removed starting with the oldest notices.
- * The sentence "All public service notices must conform to Jefferson Transit's Policy on Bus Advertising Content" will be removed.

NOW, THEREFORE BE IT RESOLVED by the Jefferson Transit Authority Board does hereby update Resolution No. 09-12.

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 December 17, 2013.

Chair

Vice-Chair

Member

Member

Member

Attest:

Clerk of the Authority

Title: Policy for Posting Public Service Announcements Inside Transit Vehicles	Resolution: <u>09-12 13-23</u>
Author: <u>Dave Turissini Tammi Rubert</u>	Effective Date: <u>7/1/09 December 17, 2013</u>

PURPOSE:

It is the intent of this policy to implement a fair, balanced, consistent and timely methodology for allowing public service notices to be posted on Jefferson Transit Authority (JTA) vehicles.

SCOPE:

This policy applies to public service notices that are approved for posting being posted on Jefferson Transit vehicles. ~~free of charge.~~ Public service notices are defined for this purpose as informational placards sponsored by not-for-profit agencies or organizations and do not promote the purchase of goods or services of any kind.

POLICY:

JTA will allow the free placement of public service announcements on interior advertisement frames on vehicles so equipped within the following parameters:

Free public service space will be made available only on interior ad frames.

Free public service space will be made available on a space available basis and no such space is guaranteed.

Free public service space may become unavailable at any time subject to the ~~sale of~~ use of that same space by Jefferson Transit. ~~the current advertising broker.~~

Free public service notices using space that Jefferson Transit desires to utilize ~~has been subsequently sold by the broker~~ will be removed starting with the oldest notices.

Free public service space will be made available to publicly funded agencies, local governments and non-profit agencies or groups.

Public service notices must address an issue of general information that is of general use to the public at large. They may promote specific programs or provide generic information.

Public service notices may not promote the sale of any business service or product.

Public service notices will be maintained on JTA vehicles for a period of three months. Public service notices may be removed by JTA staff if the posting deteriorates or is outdated after the initial three month maintenance period. Public service postings may remain after the initial three month period so long as they are timely, maintained by the posting agency and there is space available. Should space availability become an issue after the initial three month posting period, public service notices will be removed to allow for posting new public service notices on a first-in, first-out basis.

Organizations wanting to use free public service space must provide the placards at their own expense to the specifications provided by transit staff.

Public service notices, once received and placed by JTA, become the property of JTA and will not be returned to the posting organization unless said organization makes arrangements to pick up or to return ship the placards at their own expense.

JTA makes no warranty or guarantee as to the length of posting or to any protection from damage, including vandalism, which may occur to any public service notice.

JTA will remove any damaged or vandalized public service notice.

~~All public service notices must conform to Jefferson Transit's Policy on Bus Advertising Content.~~

<i>Title:</i> Policy for Posting Public Service Announcements Inside Transit Vehicles	<i>Resolution:</i> 13-23
<i>Author:</i> Tammi Rubert	<i>Effective Date:</i> December 17, 2013

PURPOSE:

It is the intent of this policy to implement a fair, balanced, consistent and timely methodology for allowing public service notices to be posted on Jefferson Transit Authority (JTA) vehicles.

SCOPE:

This policy applies to public service notices that are approved for posting on JTA vehicles. Public service notices are defined for this purpose as informational placards sponsored by not-for-profit agencies or organizations and do not promote the purchase of goods or services of any kind.

POLICY:

JTA will allow the free placement of public service announcements on interior advertisement frames on vehicles so equipped within the following parameters:

Free public service space will be made available only on interior ad frames.

Free public service space will be made available on a space available basis and no such space is guaranteed.

Free public service space may become unavailable at any time subject to the use of that same space by JTA.

Free public service notices using space that JTA desires to utilize will be removed starting with the oldest notices.

Free public service space will be made available to publicly funded agencies, local governments and non-profit agencies or groups.

Public service notices must address an issue of general information that is of general use to the public at large. They may promote specific programs or provide generic information.

Public service notices may not promote the sale of any business service or product.

Public service notices will be maintained on JTA vehicles for a period of three months. Public service notices may be removed by JTA staff if the posting deteriorates or is outdated after the initial three month maintenance period. Public service postings may remain after the initial three month period so long as they are timely, maintained by the posting agency and there is space available. Should space availability become an issue after the initial three month posting period, public service notices will be removed to allow for posting new public service notices on a first-in, first-out basis.

Organizations wanting to use free public service space must provide the placards at their own expense to the specifications provided by transit staff.

Public service notices, once received and placed by JTA, become the property of JTA and will not be returned to the posting organization unless said organization makes arrangements to pick up or to return ship the placards at their own expense.

JTA makes no warranty or guarantee as to the length of posting or to any protection from damage, including vandalism, which may occur to any public service notice.

JTA will remove any damaged or vandalized public service notice.




3A
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Agenda Item 3a.

Meeting Date: December 17, 2013

Subject: Resolution 13-22: Repeal of Resolution 03-02

Prepared By: Laura Smedley

Approved By: 

Summary:

On March 18, 2003, Resolution 03-02 was adopted, establishing a Bus Advertising Content Policy for Jefferson Transit Authority (JTA).

Summary of Changes:

- JTA will utilize advertising on the outside of our buses for promotion of JTA only.
- JTA Authority Board will hereby repeal Resolution No. 03-02

Recommendation: Approve Resolution 13-22

Motion for Consideration: Move to adopt Resolution 13-22

DRAFT

Jefferson Transit Authority Resolution No. 13-22

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", to adopt an updated Bus Advertising Content Resolution; and

WHEREAS, as per the original Resolution 03-02 signed into policy on March 18, 2003, substantial or substantive change requires amendment by this Board; and

WHEREAS Jefferson Transit Authority will now utilize advertising on the outside of our buses for promotion of Jefferson Transit Authority only;

NOW, THEREFORE BE IT RESOLVED by the Jefferson Transit Authority Board does hereby repeal Resolution No. 03-02.

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 December 17, 2013.

Chair

Vice-Chair

Member

Member

Member

Attest:

Clerk of the Authority



Agenda Item 4b.

Meeting Date: December 17, 2013

Subject: Resolution 13-24: Adopt 2014 Budget

Prepared By: Laura Smedley

Approved By: *James Ricketts*

Summary: The State of Washington requires that the Authority annually adopt a budget covering the programs and activities of the Authority. Resolution 13-24 adopts the 2014 Operating and Capital Fund Budget of Jefferson Transit Authority.

Recommendation:

Adopt the 2014 Budget.

Motion for Consideration:

Move to Adopt the 2014 Budget.

Jefferson Transit Authority Resolution No. 13-24

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", to adopt its 2014 Operating and Capital Budget.

WHEREAS, the State of Washington requires that the Authority annually adopt budgets covering the programs and activities of the Authority; and

WHEREAS public comment has been taken regarding the proposed budget at legally advertised public hearings on November 5 and 19, 2013 and December 17, 2013; now therefore

BE IT RESOLVED by the Board of Directors of the Jefferson County Public Transportation Benefit Area that the following capital and operating budgets be adopted for 2014.

Operating Fund Budget. Total expenses of \$4,161,931, total operating revenues of \$240,580, and total non-operating revenues of \$4,295,842. The schedule of planned expenditures and projected revenues is attached as Exhibit 1.

Capital Fund Budget. Total expenditures \$5,610,349, total expected grant funding revenues \$3,882,585, total JTA reserve funding transfers \$1,727,764.

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 December 17, 2013.

Chair

Vice-Chair

Member

Member

Member

Attest:
Clerk of the Authority

JEFFERSON TRANSIT AUTHORITY
Statement of Capital Outlays, Revenues and Contributions
2014 Capital Budget
Capital Expenditures and Nonoperating Revenues

	Allocated Funding Year	Total	Total JTA Outlay	Total Contributed Capital Grants	Proposed Funding Source
CAPITAL EXPENSES					
Capital Assets - Facility					
New Facility - Environmental, Design, Drawings, Construction Mgmt	2012-14	3,355,019	571,204	2,684,815	WA03-0810
New Facility - Environmental, Design, Drawings, Construction Mgmt	2013	570,768	77,063	493,713	Rural STP
Project Management	2013	32,000	32,000	0	Match for FTA Grant Funding
Fuel Island	2014	365,000	73,000	292,000	STP Flex Funding
New Facility - Environmental, Design, Drawings, Construction Mgmt	2014	237,874	0	237,874	Sales Tax Equalization
JTA New Facility - (Loan Funding Gap, Furniture, ETC)	2014	750,000	750,000	0	JTA Building Funding Match
		8,311,639	1,603,257	3,708,402	
Capital Assets - Other Building & Structures					
Haines Place Upgrades (paint, asphalt sealing, restriping)	2014	35,000	35,000		JTA Outlay Only
Kiosks and Signage (PNR banners, Bus Stop Signs, Tent Banners, Festival, Etc)	2012	10,000	2,000	8,000	STP Flex -planned for GCA 5956 amend -03
Park & Ride Upgrades Passenger Services Building	2012	98,000	19,200	78,800	STP Flex -planned for GCA 5956 amend -03
Transit Shelters	2012	28,091	5,818	22,472	
Transit Shelters-Replace QFC Shelter	2012	8,461	8,461		Transfer Funds from Operating to Capital
		177,552	70,279	107,272	
Capital Assets - Revenue Vehicles					
Replacement Engine	2014	35,000	35,000		
		35,000	35,000	0	
Capital Assets - Service Vehicles					
		0	0	0	
Capital Assets - Service Equipment					
Additional Camera System for Training and Testing	2014	2,500	2,500		
		2,500	2,500	0	
Capital Assets - Office Furniture & Equipment					
IT systems / upgrades for MS Office	2012	43,839	8,728	34,911	STP Flex -planned for GCA 5956 amend -03
Trapeze (Majority in 2013)	2012	40,000	8,000	32,000	STP Flex GCA 5956-02
		83,839	16,728	66,911	
Capital Assets - Construction in Progress					
N/A		0	0	0	
TOTAL CAPITAL EXPENSES		8,610,549	1,727,764	3,802,585	
BY FUNDING TYPE/YEAR					
Funding available - JTA Capital Reserve (CAPITAL ONLY)	2012-2013	834,784 05	834,784 05		
	2014	893,000 00	893,000 00		
Funding available - WSDOT Rural Mobility formula (Cap/Oper must be spent by June 2014)	2012	237,874 00		237,874 00	
	2013	0 00		0 00	
Funding available - WSDOT Regional Mobility formula (PROJECT SPECIFIC)	2012	0 00		0 00	
	2013	0 00		0 00	
Funding Available - STP Flex GCA 5956 (CAPITAL ONLY)	2012	0 00			
Funding Available - STP Flex GCA 5956 (CAPITAL ONLY)	2013				
Funding Available - FTA 5308 (CAPITAL ONLY)	2012	2,684,815 20		2,684,815 20	
Funding Available - FTA 5309 (CAPITAL ONLY)	2013	959,895 96		959,895 96	
		5,610,549	1,727,764	3,802,585	
BY YEAR					
Project Carry Over	2012-2013	4,187,475 21	834,784 05	3,352,711 16	
FY 2014 New Projects	2014	1,422,874 00	893,000 00	529,874 00	
		5,610,549	1,727,764	3,882,585	

JEFFERSON TRANSIT AUTHORITY
Statement of Operating Revenues, Expenses and Nonoperating Revenues
2014 Operating Budget
Operating - Summary By Department

	2013 Actual/ Forecast	2013 Budget	2014 Budget	Revenue	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration	JTOC
OPERATING REVENUES:									
PASSENGER FARES FOR TRANSIT SERVICES	(3.70%) \$	249,023	238,800	\$ 239,800					
OTHER TRANSIT FARES	0.00%	0	0	0					
CHARTER SERVICE REVENUES	0.00%	0	0	0					
AUXILIARY TRANSPORTATION REVENUES	(91.12%)	15,520	780	780					
Total Operating Revenues	(6.58%)	259,065	240,580	240,580	0	0	0	0	0
OPERATING EXPENSES:									
LABOR	2.66%	1,767,596	1,783,675		1,073,626	217,648	82,251	274,444	145,705
BENEFITS	9.33%	1,224,158	1,222,322		818,716	173,063	58,800	189,580	96,216
SERVICES AND USER FEES	(10.39%)	148,005	199,636		21,966	24,450	18,500	99,000	14,850
MATERIALS AND SUPPLIES CONSUMED	0.99%	541,716	598,806		24,750	453,250	17,350	20,920	76,350
UTILITIES	(1.49%)	60,180	66,001		21,420	10,975	9,650	18,475	4,500
CASUALTY AND LIABILITY COSTS	13.03%	80,768	79,932		0	0	0	90,348	0
TAXES	15.12%	7,212	7,786		0	0	0	8,974	0
MISCELLANEOUS EXPENSES	20.22%	54,632	66,762		18,865	13,800	1,950	42,184	3,500
LEASES AND RENTALS	19.62%	11,901	13,206		1,000	0	2,500	600	11,724
Total Operating Expenses	4.32%	3,896,188	3,988,577	0	1,980,373	893,187	181,001	744,525	352,845
OPERATING INCOME (LOSS)	0.00%	(3,637,103)	(3,731,774)	240,580	(1,980,373)	(893,187)	(181,001)	(744,525)	(352,845)
NONOPERATING REVENUES (EXPENSES)									
NONTRANSPORTATION REVENUES	(18.43%)	14,888	15,960	13,011					
TAXES LEVIED DIRECTLY BY TRANSIT SYSTEM	5.71%	3,444,664	3,194,693	3,377,143					
LOCAL GRANTS AND CONTRIBUTIONS	0.00%	17,500	17,500	17,500					
STATE GRANTS AND CONTRIBUTIONS	(25.45%)	632,613	336,284	250,688					
FEDERAL GRANTS AND CONTRIBUTIONS (OPERATING)	45.41%	626,676	498,420	637,500					
Total Nonoperating Revenues (Expenses)	7.32%	4,736,341	4,002,787	4,295,842	0	0	0	0	0
NET INCOME (LOSS) BEFORE TRANSFERS IN (OUT)		1,099,238	271,013	4,536,422	(1,980,373)	(893,187)	(181,001)	(744,525)	(352,845)
Transfers In (Out) - Interfund		0		(374,480)					
NET INCOME (LOSS)		1,099,238	271,013	4,161,931	(1,980,373)	(893,187)	(181,001)	(744,525)	(352,845)



Agenda Item: 4c

Meeting Date: December 17, 2013

Subject: Resolution 13-26: Ratify 201~~3~~^{4 (23)}-2017 ATU labor Agreement

Prepared By: Laura Smedley

Approved By: *James R. Risher*

Summary: Jefferson Transit negotiates a collective bargaining agreement with Amalgamated Transit Union Local 587 to determine the terms of work for employees represented by the Union (Transit Operators, Dispatchers, Schedulers, Mechanics, Maintenance Cleaners, Maintenance Service Workers and Maintenance Clerks). The term of the agreement is four (4) years, and the current contract will expire December 31st, 2013.

Recommendation:

Approve Resolution 13-26: Ratify 2014-2017 ATU Labor Agreement.

Motion for Consideration:

Move to approve Resolution 13-26: Ratify 2014-2017 ATU Labor Agreement.

DRAFT

Jefferson Transit Authority Resolution No. 13-26

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", authorizing the ratification of a labor Agreement with Amalgamated Transit Union Local 587 for the period of January 1, 2014 and December 31, 2017, and further authorizing the Board Chair to Sign and Execute said Agreement.

WHEREAS, Non-supervisory Employees of the Operations and Maintenance Departments have long been members of Amalgamated Transit Union Local 587 (ATU); and

WHEREAS, Collective Bargaining Agreement between Jefferson Transit and ATU is valid for a period of four (4) years; and

WHEREAS, the current Agreement between Jefferson Transit and ATU expires December 31st, 2013; and

WHEREAS, an Agreement for the next four (4) years was negotiated by a team comprised of Jefferson Transit employees and Union members; and

WHEREAS, the proposed Agreement was approved by a majority of the Union membership,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson Transit Authority Board does hereby ratify the proposed Labor Agreement with Amalgamated Transit Union Local 587 for the period of January 1, 2014 and December 31, 2017 and does authorize the Chair of the Jefferson Transit Authority Board to sign and execute the Agreement upon receipt of its execution by Amalgamated Transit Union Local 587.

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 this 17th day of December, 2013.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

November, 2013

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 Mt. View Connector	1557	1	42	278	2057	117	5.60	0.76	13.34
#3 Castle Hill Connector	1694	2	40	278	2530	120	6.09	0.67	14.17
#11 Shuttle	6235	15	140	585	2282	216	10.66	2.73	28.81
LOCAL TOTAL	9486	18	222	1141	6869	453	7.45	1.39	18.77

COMMUTER									
#1 Brinnon	1634	2	68	172	7396	206	9.50	0.22	7.92
#6A Tri Area Loop (5)	1515	5	106	105	2720	87	14.43	0.56	17.38
#6B Tri Area Loop (6)	1216	1	75	86	2227	71	14.14	0.55	17.04
#7 Poulsbo	2764	2	132	172	7207	184	16.07	0.38	15.02
#8 Sequim	1846	21	109	210	7224	164	8.79	0.26	11.27
COMMUTER TOTAL	8975	31	490	745	26774	713	12.59	0.39	13.72

2013 SPECIAL EVENTS

	Boardings	Runs per event
Rhody Festival 2013	34	
Wooden Boat Festival 2013	3376	7

WEST JEFFERSON	1188	5	16	172	13043	434	6.91	0.09	2.74
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TOTAL MONTHLY	19649	54	712	2058	46685	1600	8.98	0.62	11.74
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19 Weekdays in Month

5

Saturdays in Month

0

Sundays in Month

VANPOOL

	Passenger Trips	Miles Travelled	Average Riders Per Van	Number of Vans in Service
Vanpool	1040	7,823	7.6	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	1256	1182	5028	447	1.06	0.25	2.81	94.87%	6
DAR Mobility Aids	145								

*Boardings includes Passenger and Attendant if needed

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

November, 2012

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 Mt. View Connector	1551	2	35	328	2427	138	4.73	0.64	11.26
#3 Castle Hill Connector	2214	4	96	328	2985	141	6.75	0.74	15.70
#11 Shuttle	5871	20	150	656	2558	243	8.95	2.29	24.19
LOCAL TOTAL	9636	26	281	1312	7970	522	6.81	1.23	17.05

COMMUTER									
#1 Brinnon	1556	21	67	184	7820	199	8.46	0.20	7.83
#6A Tri Area Loop (5)	1880	7	83	121	3134	100	15.54	0.60	18.72
#6B Tri Area Loop (6)	1150	5	73	96	2486	80	11.98	0.46	14.43
#7 Poulsbo	2255	0	139	184	7710	197	12.26	0.29	11.45
#8 Sequim	2204	23	100	226	7774.4	176	9.75	0.28	12.50
COMMUTER TOTAL	9045	56	462	811	28924	752	11.60	0.37	12.99

2012 SPECIAL EVENTS	Boardings	Runs per event
Rhody Festival 2012	169	1
Wooden Boat Festival 2012	5293	13

WEST JEFFERSON	1360	4	13	184	11153	363	7.39	0.12	3.75
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TOTAL MONTHLY	20041	86	743	2307	48048	1637	8.60	0.57	11.26
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21 Weekdays in Month

4

Saturdays in Month

4

Sundays in Month

VANPOOL

	Passenger Trips	Miles Travelled	Average Riders Per Van	Number of Vans in Service
Vanpool	1182	7,654	6.47	6

DIAL A RIDE

	Boardings	Runs	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour	On Time Performance	New Applicants
Dial A Ride	1303	1224	5567	502	1.06	0.23	2.60	93.51%	11

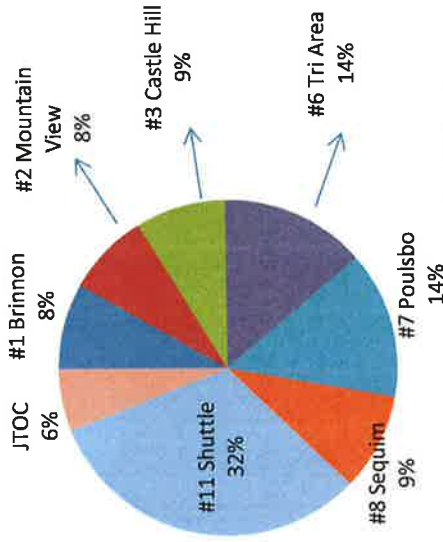
*Boardings includes Passenger and Attendant if needed

RIDERSHIP DASHBOARD

YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

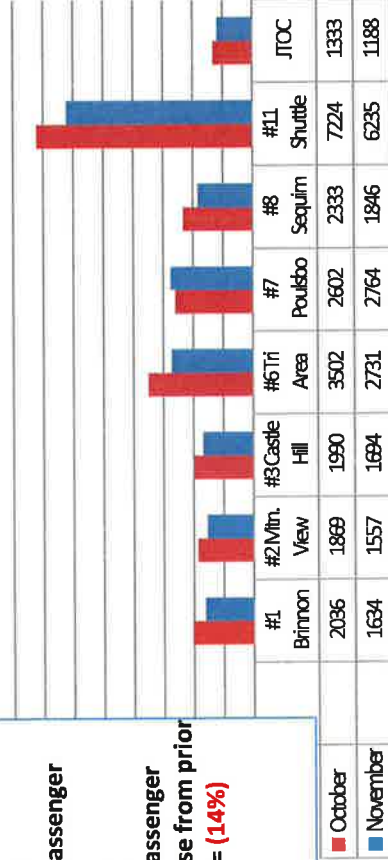
JTA Monthly Percentage of Ridership- November 2013

**November
Total:
(100%)
19,649**



**Oct. passenger
total :
22,889**
**Nov. passenger
total:
19,649**
**3240 passenger
decrease from prior
month= (14%)**

Month to Month Route Comparison



YTD Ridership by Route and Year as of November

**Total for 2012:
266,831**
**Total for 2013:
254,990**
**Decrease for 2013 of
11,841 Riders= (4.4%)**

