



JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, September 17, 2013 1:30 p.m.

Port Townsend Fire Station

701 Harrison Street, Port Townsend, WA

AGENDA

Call to Order/Welcome

Public Comments

New Agenda Items

I. Finance Reports

a. August 2013

II. Consent Agenda

a. Approval of Minutes, August 20, 2013

b. Approval of Expenses, August 2013

III. Old Business

None

IV. New Business

a. **Resolution 13-18**: Federal/State Operating Grant Agreement GCB1613

V. Reports

a. Manager's Report

b. Operations Report

c. Maintenance Report

d. Mobility Coordinator's Report

e. Project Manager Report

- Presentation by Mark Hurley, TCF Architecture

VI. Ridership Report

Public Comments

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 1-800-833-6388 (TDD /TTY).



1615 W. Sims Way, Port Townsend, WA 98368

September 11, 2013

TO: Board of Trustees, Jefferson Transit Authority

FROM: Sara Crouch, Finance/HR Manager

RE: August 2013 Financial Report

Financial Summary –

- Sales Tax for June 2013 came in 20% higher than last year and 19.75% higher than budget.
- Revenue Report – Overall over budget,
 - Primarily due to Sales Tax and Advertising
 - State Grant Revenue is significantly over budget due to the transfer of the Sales Tax Equalization dollars to the Consolidated Grant.
- Expense Report – Overall under budget slightly
 - Fixed Route/DAR Overtime is over budget due to having only one Extra Board Operator during the first few months of the year; expect to see this overtime gradually decrease over the rest of the year because after the Sunday service cut, we now have 2 Extra Board Operators. HOWEVER, the overtime budget line item is expected to 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 2% 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. This is difficult to predict, one year there will be nothing and the next year it is incredibly high.
 - "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.
 - Non-Vehicle Maintenance & Repair Parts, purchase of planter boxes at the depot for the storm water discharge has increased the expenditures for the year.
 - Vehicle Licensing is over budget because of the transfer of titles for several vehicles from WSDOT to JTA and we have purchased several new vehicles.
- Capital Activity
 - Capital activity in August for the Facility: Design and Project Management.
 - Capital activity in August for Purchases: A service vehicle (w/snow plow) was delivered in July and paid for in August.
 - I have included the FTA Facility Funding tracking report. It details all FTA funding avail/spent on the Facility project, this report has been presented to the Board in the past, there is no activity in August for this report.



August 2013 Financial Summary

Budget Tracking Figure: 66.64%

1. Operational Expenses:	\$299,789.36
Operational Revenues:	\$20,913.54
Non-Operational Income:	\$486,264.02
Capital Expenses:	\$129,325.57
Capital income:	\$47,850.00

2. Sales Tax Received 8/31/2013 for June 2013:	\$351,405.02
Sales Tax Received 8/31/2012 for June 2012:	\$291,693.72

****Sales tax increased from prior year 20%****

3. Cash on Hand as of August 31, 2013:

Operating:	\$1,046,064.54
Operating Treasury Pool (Reserve):	\$250,000.00
Capital Account:	\$84,200.31
Capital Treasury Pool (Reserve):	\$640,779.69
Fuel Fund:	\$49,546.00
EFT Fund:	\$98,374.20
Travel Fund:	\$1,464.00
Kitsap Bank	\$10.64

Total	\$2,170,439.38
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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 Cash Actual Sales Tax Received	2013 Cumulative Cash Budgeted Sales Tax	2013 Cumulative Actual to Budget Variance
January	0.90%	\$263,071.24	\$234,370.59	\$158,497.64	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	\$221,922.91	237,202.39	321,924.00	12.25%	\$624,420.60	556,295.00	12.25%
March	0.90%	\$291,292.37	\$204,854.04	\$152,221.21	140,635.54	206,083.00	41.35%	\$915,712.97	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%	\$299,768.61	\$266,975.22	\$191,817.93	193,190.62	268,577.00	11.61%	\$1,478,292.36	1,252,777.00	18.00%
June	0.90%	\$258,797.23	\$239,889.31	\$172,294.86	154,076.61	241,329.00	7.24%	\$1,737,089.59	1,494,106.00	16.26%
July	0.90%	\$292,014.18	\$256,787.52	\$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	2,045,878.00	16.36%
September	0.90%		\$285,111.93	\$285,132.17	190,292.86	286,823.00	0.00%	\$0.00	2,332,701.00	
October	0.90%		\$313,703.24	\$305,799.23	178,731.22	315,585.00	0.00%	\$0.00	2,648,286.00	
November	0.90%		\$314,369.17	\$300,142.06	221,741.13	301,943.00	0.00%	\$0.00	2,950,229.00	
December	0.90%		\$265,862.08	\$239,629.36	166,953.12	241,069.00	0.00%	\$0.00	3,191,298.00	
Total		2,380,508.79	3,226,039.90	2,572,837.54	2,133,000.38	3,191,298.00	0.00%			
Monthly Average		297,563.60	268,836.66	214,403.13	177,750.03	265,941.50				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2013 Tax	2012 Tax	2011 Tax	2010 Tax	2013 Budget	2013 Actual to Budgeted Variance	2013 Cumulative Accrual Actual Sales Tax Received	2012 Cumulative Accrual 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	29.49%
March	0.90%	\$299,768.61	\$266,975.22	191,817.93	193,190.62	268,577.00	11.61%	\$853,871.76	696,482.00	22.60%
April	0.90%	\$258,797.23	\$239,889.31	172,294.86	154,076.61	241,329.00	7.24%	\$1,112,668.99	937,811.00	18.65%
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	\$291,693.72	203,110.70	202,548.76	293,444.00	19.75%	\$1,756,088.19	1,488,583.00	17.89%
July	0.90%		\$285,111.93	285,132.17	190,292.86	286,823.00	0.00%	\$0.00	1,776,406.00	
August	0.90%		\$313,703.24	305,799.23	178,731.22	315,585.00	0.00%	\$0.00	2,091,991.00	
September	0.90%		\$314,369.17	300,142.06	221,741.13	301,943.00	0.00%	\$0.00	2,393,934.00	
October	0.90%		\$265,862.08	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	158,497.64	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		1,756,088.19	3,284,165.48	2,758,712.01	2,131,861.78	3,194,634.00	0.00%			
Monthly Average		292,681.37	273,680.46	229,892.67	177,655.15	266,219.50				

Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Eight Months Ending August 31, 2013

	August	Year to Date
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$2,132,766.00	\$1,546,867.99
Operating Cash Provided/(Used) by:		
Operating Activities	(\$366,352.55)	(\$2,419,912.93)
Non-Capital Financing Activities	\$357,610.37	\$3,378,644.46
Investing Activities	\$172.65	\$1,164.85
Total Operating Cash Provided/(Used)	(\$8,569.53)	\$959,896.38
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	\$44,306.84	(\$338,261.06)
Net Increase/(Decrease) Cash and Equivalent	\$35,737.31	\$621,635.32
CASH BALANCES - END OF PERIOD	\$2,168,503.31	\$2,168,503.31

Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Eight Months Ending August 31, 2013

	August	YTD	Budget	% of Actual vs. Budget
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$20,913.54	\$171,729.93	\$257,803.00	66.61%
Operating Expenses				
Labor	148,094.10	1,178,760.20	1,747,187.00	67.47%
Benefits	101,541.52	801,977.67	1,222,322.00	65.61%
Services and User Fees	5,614.64	101,612.53	199,535.00	50.92%
Materials & Supplies	31,241.50	326,603.99	585,806.00	55.75%
Utilities	4,769.63	39,492.19	66,001.00	59.84%
Casualty/Liability Costs	6,704.25	53,684.00	79,932.00	67.16%
Taxes	473.54	4,881.96	7,795.00	62.63%
Miscellaneous Expenses	1,350.18	31,719.76	66,792.00	47.49%
Leases and Rentals		6,260.61	13,206.00	47.41%
Total Operating Expenses	299,789.36	2,544,992.91	3,988,576.00	63.81%
Operating Income (Loss)	(278,875.82)	(2,373,262.98)	(3,730,773.00)	63.61%
Non-Operating Revenues				
Non-Transportation Revenue	172.65	8,503.78	15,950.00	53.32%
Taxes Levied by Transit	408,862.02	2,426,621.79	3,194,833.00	75.96%
Local Grants & Contributions	1,250.00	12,500.00	17,500.00	71.43%
State Grants & Contributions	8,268.35	558,157.97	336,284.00	165.98%
Federal Grants & Contributions	67,911.00	355,032.00	438,420.00	80.98%
Total Non-Operating Revenues	486,264.02	3,380,909.56	4,002,787.00	84.46%
Net Income (Loss) Before Transfers In/(Out)	207,388.20	1,007,646.58	272,014.00	370.44%
Net Income/(Loss)	207,388.20	1,007,646.58	272,014.00	370.44%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Eight Months Ending August 31, 2013

	<u>August</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$13,608.59	\$111,757.36	\$167,073.00	66.89%
Fixed Route Fares - West - JTOC	748.77	2,760.14	4,250.00	64.94%
Dial-a-Ride Fares (DAR)	433.36	8,540.25	15,000.00	56.94%
Vanpools	4,839.07	39,007.18	60,000.00	65.01%
Extended Service			2,700.00	0.00%
 Auxiliary Transportation Revenues				
Advertising Services	1,218.75	9,145.00	8,000.00	114.31%
Other Services Revenue	65.00	520.00	780.00	66.67%
Total Operating Revenues	20,913.54	171,729.93	257,803.00	66.61%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	172.65	1,164.85	1,850.00	62.96%
Gain (Loss) on Disposition of Capital Items		1,589.25	3,000.00	52.98%
Other Nontransportation Revenues		5,749.68	11,100.00	51.80%
Taxes Levied Directly by Transit System - Sales & Use Tax	408,662.02	2,426,621.79	3,194,633.00	75.96%
Special Sales Tax Receipts - Miscellaneous		20,094.02		0.00%
 Local Grants and Contributions				
JTOC	1,250.00	10,000.00	15,000.00	66.67%
WSTIP		2,500.00	2,500.00	100.00%
 State Grants and Contributions				
Rural Mobility Competitive	5,813.00	554,323.00	332,784.00	166.57%
RTAP	2,455.35	3,834.97	3,500.00	109.57%
 Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	67,911.00	355,032.00	438,420.00	80.98%
 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)	47,850.00	73,734.00		0.00%
Total Nonoperating Revenues	534,114.02	3,572,201.20	4,002,787.00	89.24%
TOTAL REVENUES	555,027.56	3,743,931.13	4,260,590.00	87.87%

**Jefferson Transit Authority
Expense Statement
For the Eight Months Ending August 31, 2013**

	August	YTD	Budget	% of Actual vs. Budget
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$49,219.63	\$401,344.44	\$603,956.00	66.45%
Operators Overtime - Fixed Route	7,457.58	51,632.09	48,592.00	106.26%
Operators Salaries & Wages - Dial-a-Ride (DAR)	12,413.47	104,004.53	165,357.00	62.90%
Operators Overtime - Dial-a-Ride (DAR)	651.80	6,925.27	5,786.00	119.69%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	37,608.79	321,815.64	469,941.00	68.48%
Other Overtime (Mntce, Dispatch, Cust Serv)	2,302.45	16,496.29	27,867.00	59.20%
Administration Salaries	38,440.38	276,541.94	425,688.00	64.96%
Benefits				
FICA	13,035.96	99,702.25	142,443.00	69.99%
Pension Plans (PERS)	22,091.34	108,767.72	138,680.00	78.43%
Medical Plans	34,004.87	275,916.60	431,379.00	63.96%
Dental Plans	3,085.89	25,825.75	41,674.00	61.97%
Unemployment Insurance (UI)		2,912.38	33,180.00	8.78%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,786.16	42,093.30	66,855.00	62.96%
Holiday	3,797.22	52,506.02	73,318.00	71.61%
General Leave	16,405.12	151,667.95	232,726.00	65.17%
Other Paid Absence (Court Duty & Bereavement)	3,561.25	9,484.92	7,100.00	133.59%
Uniforms, Work Clothing & Tools Allowance	224.39	3,985.72	14,707.00	27.10%
Other Benefits (HRA, EAP & Wellness)	549.32	29,115.06	40,260.00	72.32%
Service and User Fees				
Vanpool Services and Fees	166.67	1,565.09	3,500.00	44.72%
Advertising Fees	542.08	9,798.37	12,500.00	78.39%
Professional & Technical Services	1,789.30	45,059.04	71,505.00	63.02%
Contract Maintenance Services (IT Services)	1,269.85	21,618.30	38,780.00	55.75%
Custodial Services			7,200.00	0.00%
Security Services		270.00	2,500.00	10.80%
Vehicle Technical Services		10,672.48	25,500.00	41.85%
Property Maintenance Services	147.48	1,327.73	10,000.00	13.28%
Software Maintenance Fees	1,180.83	6,085.10	17,150.00	35.48%
Postage & Mail Meter Fees	114.15	1,909.78	3,600.00	53.05%
Drug & Alcohol Services	237.08	2,035.64	4,800.00	42.41%
Other Services & User Fees	167.20	1,271.00	2,500.00	50.84%
Materials and Supplies Consumed				
Fuel	23,521.47	245,985.21	408,586.00	60.20%
Tires		11,638.90	28,400.00	40.98%
Lubrication	417.64	6,241.64	10,500.00	59.44%
Tools	32.65	2,381.51	9,000.00	26.46%
Vehicle Maintenance & Repair Parts	4,734.19	31,585.98	61,500.00	51.36%
Non-Vehicle Maintenance & Repair Parts	30.56	3,494.07	5,000.00	69.88%
Vehicle Accessories		68.21	1,350.00	5.05%
Park & Ride Materials		158.03	2,000.00	7.90%
Shop Supplies (Maintenance & Cleaning)	1,023.83	9,521.57	14,000.00	68.01%
Safety & Emergency Supplies	42.51	337.63	5,050.00	6.69%
Office Supplies	1,218.20	4,517.85	12,570.00	35.94%
Computer Programs & Supplies		23.77	2,750.00	0.86%
Printing (Photocopier, Schedules & Brochures)	220.45	10,483.94	23,100.00	45.39%
Other Materials & Supplies		165.68	2,000.00	8.28%
Utilities				
Water, Sewer & Solid Garbage	1,321.07	9,144.24	16,400.00	55.76%
Utilities (Electrical & Propane)	1,084.11	12,359.21	21,000.00	58.85%
Telephone & Internet	2,364.45	17,988.74	28,601.00	62.90%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	6,704.25	53,684.00	79,932.00	67.16%
Taxes				
State Taxes	402.79	3,352.41	5,445.00	61.57%
Vehicle Licensing & Registration Fees	70.75	631.75	550.00	114.86%
Other Licensing Fees & Taxes		897.80	1,800.00	49.88%

**Jefferson Transit Authority
Expense Statement
For the Eight Months Ending August 31, 2013**

	<u>August</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$1,160.39	\$8,055.96	\$15,081.00	53.42%
Travel & Meetings	69.79	9,249.33	21,400.00	43.22%
Safety Program (Rodeo & Safety Rewards)		2,966.60	5,000.00	59.33%
Training (Classes, Seminars & Materials)		10,634.97	22,561.00	47.14%
EE CDL and EE Physical Expense	120.00	795.00	2,450.00	32.45%
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		6,091.66	11,070.00	55.03%
TOTAL OPERATING EXPENSES	<u>299,789.36</u>	<u>2,544,992.91</u>	<u>3,988,576.00</u>	<u>63.81%</u>

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

Current Account Status	Balance per Bank @ 8/31/13	\$ 724,980.00	\$ -
Balance per GL @ 7/31/13		\$ 430,023.80	
	Transfers - In	\$ 424,155.00	
	Reimbursement Cameras/Vans	\$ -	
	Investment Interest	\$ 126.77	
	Transfers - Out (Purchases)	\$ (129,325.57)	
		\$ -	
Balance per GL @ 8/31/13		\$ 724,980.00	

2013 Capital Projects

Facility		Grant Funding	JTA Funding	JTA Appropriation
	2013 Beginning Balance	\$ 1,340,000.00	\$ 395,000.00	\$ (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 - JCDGD (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)	\$ (819.78)	\$ 819.78
	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			
	Ending Balance			\$ (420,451.16)
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 Seals	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				
Cutaway Coach	2013 Beginning Balance	\$ 85,000.00	\$ -	
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	\$ 25,000.00	
	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	\$ (1,600.00)
Office Furniture & Equipment				
IT Systems-MS Office Platform U	2013 Beginning Balance	\$ 19,144.00	\$ 4,786.00	\$ (4,786.00)
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				\$ 724,980.00
JTA Appropriated Project Funds Sub-Total				\$ (510,825.16)

Pending Reimbursements
Pending Payments
Cap Purch not in 2013 Budget

CAPITAL RESERVE BALANCE \$ 214,354.84

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		
FTA FUNDS AWARDED TO JTA			JTA MATCH		
Original	\$	560,000.00	Match Required	\$	816,614.00
1st Amendment	\$	423,679.00			
	\$	970,874.00			
	\$	380,361.00			
2nd Amendment	\$	931,540.00			
Total Project Award from FTA			\$ 3,266,454.00	Total Match	\$ 816,614.00
Disbursements to date			\$ 493,742.00	Disbursements to date	\$ 133,307.25
Remaining Balance			\$ 2,772,712.00	Remaining Balance	\$ 683,306.75
Team/Disbursements			\$ 493,742.00	JTA Match	\$ 133,307.25
Difference			\$ -	Difference	\$ -
Detail of Disbursements					

Total Project Award and Total Match equal Total Project Cost

Amount spent to date

Remaining Available

FTA TEAM/ECHO reconciliation

Detail of Disbursements

Date	Total Amount	FTA Share	JTA Share	
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
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
Total	\$ 627,049.68	\$ 493,742.00	\$ 133,307.25	
Check Figure		\$ (0.43)		

1. Please see invoice breakdown for detail of disbursements.

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Jefferson Transit Authority Board

Meeting Minutes

Tuesday, August 20, 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 1:35 p.m. Other members present were David Sullivan, Robert Gray, John Austin, Phil Johnson and Karen Kautzman for Lloyd Eisenman.

STAFF PRESENT

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

OTHERS PRESENT

Darrell Conder, Burt Langsea, Margaret Lee, David Farrell and Steve Oakford

PUBLIC COMMENT

Oakford commented on problems he sees with two of our bus stops. The stop in front of Aldrich's Store has been frequently moved which causes confusion about where riders should wait. The bus stop at the County Courthouse is on grass in front of a culvert. He suggests moving the stop to Cass Street where there would be safe footing.

Lee would like to know how it is determined where the bus shelters will be placed because shelters are important to ridership. She also feels that the #11 Shuttle should access the Food Bank, Library and Police Station.

Langsea would like to see a trial run done for the Food Bank stop right away. The trial could be advertised on the bus and at the Food Bank without changing the schedule. The only acceptable problem he could predict is that it might make the route run late.

Farrell is disappointed that Sunday service has been eliminated. Health reasons make it difficult for him to walk very far. He would like to see at least minimal bus service restored on Sunday.

Conder recently worked at the JTA fair booth. He would like to see 1967 used for festivals more often. It is a great asset.

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Rubert responded to Oakford regarding the two (2) stops at Aldrich's and the Courthouse. Transit has been working with the City to resolve the bus stop placement in front of Aldrich's. She will also ask our Operations Manager to check into the stop at the Courthouse. A great deal of research was done when the Courthouse location was chosen, but we will look into it.

Rubert responded to Lee by saying that there is a plan for placement for most of the shelters, but we will continue taking input from passengers. JTA considers their suggestions in conjunction with following standards for safety. At this time we have received several shelter requests. Requests can be made by calling Customer Service or Rubert directly, or by filling out one of our Customer Comment forms. Comment forms are available on our buses or in the Transit Depot. There is also a comment section on our website.

Koschnick responded to Langsea's request regarding the Food Bank stop. The left turn from Walker to Lawrence is a safety concern. He has spoken to the City about clearing the brush from the area. He also needs to discuss with Shirley Moss where the safest place for the bus stop placement would be near the Food Bank. Robinson recommended moving the stop which is across the street further up the hill. This would be closer to the Food Bank and offer closer access to the Community Pool and other services offered at the Mountain View location.

Austin recommended that JTA management be cautious about taking any parking places away from the front of Aldrich's store. Not having convenient parking available could have an effect on their business. Rubert commented that safety is a big issue at this stop because drivers will try to pull around a stopped bus. Koschnick stated that he has been working with the City to find a solution for a safe, marked bus stop.

NEW AGENDA ITEM

Sullivan asked if a decision was made about adding public comment at the end of the meeting. After receiving consensus from the Board, Robinson requested to add time for public comment just before adjournment.

FINANCE REPORT

Crouch presented the July 2013 Financials.

Financial Summary

- Sales tax receipts from May of 2013 were 14% higher than last year and 13% higher than budget.

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Revenue Report

- Overall we are over budget primarily due to Sales Tax and Advertising. State Grant Revenue is significantly over budget due to the transfer of the Sales Tax Equalization dollars to the Consolidated Grant. These additional funds were transferred to the Capital Reserve in order to pay for the four (4) Dial-A-Ride vehicles, the Service Truck and the Forks Cutaway.

Expense Report

- Overall we are under budget slightly. Our Fixed Route/DAR Overtime is over budget due to having only one Extra Board Operator. Expect to see this overtime gradually decrease over the rest of the year because after the Sunday service cut, we will have an additional Extra Board Operator. However, the overtime budget line item is expected to 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 2% rate increase in July 2013 and the over budget overtime expense.
- Holiday accrual is adjusting as the year progresses. As predicted, General leave is now over budget. Expect fluctuations with summer vacations.
- "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.
- Non-Vehicle Maintenance & Repair Parts includes the purchase of planter boxes at the depot for storm water discharge. This has increased expenditures for the year.
- Safety Program is a timing issue. This expense occurs in lump sums throughout the year. If it is early in the year, the budget indicator percentage will appear high. It is adjusting and most likely will be under budget next month.
- Vehicle Licensing is over budget because of the transfer of multiple vehicle titles from WSDOT to JTA.

Capital Activity

- Capital activity in July for the facility has been Design and Project Management.
- Capital activity in July for purchases has been four (4) DAR and one (1) Cutaway vehicle delivered in June and paid for in July. A service vehicle (with snow plow) was delivered in July.
- I have included the FTA Facility Funding tracking report. It details all FTA funding available/spent on the Facility project. This report has been presented to the Board in the past. It has been updated and we have added the invoice numbers for each disbursement.

Gray asked about fare box access for employees. Rubert replied that fare boxes are locked on the buses and are only unlocked and opened when they are in double custody. Gray also asked how it is decided where new shelters are placed. Rubert responded that many factors are taken into consideration when choosing a location for a new shelter. It is

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not decided solely on the location with the most activity. It must also be safe and there has to be enough room because the shelters are quite large. It is also determined by how many requests we have. Many requests were made by the public for the shelter at 10th and Sheridan.

Gray asked about the funding sheet which tracks the New Facility spending. Crouch explained that we are only working with FTA funding at this time. Eventually we will also have STP Regional funds. Gray questioned how we are tracking on the contract with the City. Crouch explained that this figure is tracked under Project Management and that it shows we are significantly under budget.

Gray also asked if Sunday service is a budget issue. Crouch explained that until operating reserves are fully funded, per policy, we cannot consider adding service. If fixed route service is provided, DAR service would also have to be provided. The cost for running Sunday service is approximately \$200,000 per year. We were already running minimal service on Sundays by not operating commuter routes because there were no connecting transit agencies open on Sunday.

CONSENT AGENDA

a. **Approval of Minutes, July 16, 2013**

Correct the address of the location of the June 7, 2013 Special Meeting minutes to 250 Madison Street.

Page 1 of the July 16, 2013 minutes, next to the last paragraph beginning "Sullivan"; change Manger's Report to Manager's Report.

Page 6, under Farmer's Market Report; change Jones to Sue Jones. On the next page under miscellaneous items, Robinson would also like to see first names added to recognize employees who developed the new Coho connection schedule for Sue Jones, Leesa Monroe and Laura Smedley.

Trone suggested we add Randy Cook to "Others Present" via phone in the June 7th minutes.

b. **Approval of Expenses, July, 2013**

Motion by Austin, seconded by Johnson to approve the consent agenda with changes. The motion passed unanimously.

OLD BUSINESS

a. **Resolution 13-15** Transit Development Plan(TDP) 2013-2018

Rubert explained that the Washington State Department of Transportation requires that transit agencies report their progress toward accomplishing State and public objectives. Rubert has added those objectives which are; Preservation of Safety, Mobility,

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Environment and Stewardship. Rubert also listed what is presently being done, and what we plan to do in the future under each item.

Gray talked about comments made during the Public Hearing. He asked if Park & Ride repairs and maintaining or increasing service have been added to the TDP. Rubert explained that we have said throughout the TDP that we will attempt to maintain service. The preservation of the Haines Place Park & Ride is also added under "Preservation of Existing Facilities and Equipment". Crouch added that because of McMillan's comment in the Public hearing, the way our fares are listed has been changed to a more readable version.

Robinson noted that it appears the Forks Supervisor and Operators are supervised under the Customer Service Clerk and it should be changed to Operations Manager. Robinson also noted that the job code for Field Supervisor should be changed to "10".

Robinson noted in the minutes that Commissioner Johnson had left the public meeting open when chairing the meeting last month on this TDP. Because it is still open, Robinson invited Public Comment.

Lee suggested that JTA develop a bigger marketing campaign to promote ridership. Conder also mentioned that JTA buses are traveling billboards and could be utilized for advertising for transit.

Crouch explained that JTA has four (4) spots per year for JTA use as advertizing on the outside of our buses. These spots are being used for Earth Day promotion at this time. In order for JTA to do more advertising on our buses we would have to pay for our own space. This space is open to the general public and the Port Townsend Leader sells these spots. JTA earns approximately \$12,000 per year for this advertising space. Sullivan likes the idea of using the buses for transit advertising.

Robinson responded to Lee's comment by noting that on Page 12 of the TDP under Services 2013-2018, number four (4) does say "Develop a marketing plan that includes local media, internet and social media". It does not include a specific event or tagline, but it is included in the plan.

Robinson would like to add to Resolution 13-15: "Whereas, a public hearing was held on July 16, 2013, *and continued on August 20, 2013* to admit testimony..." because the Public Hearing was kept open.

Motion by Sullivan, and seconded by Johnson to adopt Resolution 13-15 TDP 2013-2018 with changes. The motion passed unanimously.

The Public Hearing is now closed on the TDP 2013-2018 at 2:30pm.

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**b. Resolution 13-16: State Transportation Improvement Plan (STIP)
2013-2018**

Rubert presented the six year State Transportation Improvement Plan (STIP) 2013-2018. This identifies capital funding requirements for transportation projects in the State of Washington. JTA will send a copy of the TDP to update the STIP.

Robinson would like to add to Resolution 13-16: "Whereas, a public hearing was held on July 16, 2013, *and continued on August 20, 2013* to admit testimony..." because the Public Hearing was kept open.

Motion by Sullivan, and seconded by Johnson to adopt Resolution 13-16 STIP 2013-2018 with changes. The motion passed unanimously.

NEW BUSINESS

a. Resolution 13-13: Intent to Dispose of Surplus Personal Property

Robinson explained for the public and the record that this Resolution approves a list of four (4) vehicles and equipment to go into surplus. This has been prepared by Arnold, JTA's Fleet and Facilities Manager.

Gray asked for clarification on what is done with surplus vehicles. Arnold responded that there are procedures JTA follows for this process. This can be done by auction, donation or personal sale. There are several options. Crouch adds that this process must be open to the general public.

Motion by Austin, and seconded by Johnson to adopt Resolution 13-13: Intent to Dispose of Surplus Personal Property. The motion passed unanimously.

b. Resolution 13-17: Bank Loan

JTA would like to obtain a loan to provide funding for a match for construction of the new facility located at 63 Four Corners Road. We had always intended to use the current facility as match or gap funding until it is sold. JTA would like to start the process now so that funds would be available if needed. This will be the last funding that we will utilize. JTA would like to seek permission to look into Financial Institutions and what they will offer. Sullivan asked how an institution is chosen. Crouch explained the process.

Rubert added that JTA has applied to amend the City of Port Townsend Comprehensive Plan to request that the Sims property be rezoned as Commercial instead of Public Infrastructure.

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Johnson noted a change to be made on the third "Whereas" of the Resolution. Change in the second line: the word sell to sale.

Motion by Johnson, and seconded by Austin to adopt Resolution 13-17: Bank Loan with changes. The motion passed unanimously.

STAFF REPORT-

A. General Managers Report-Rubert

- Senator King, who is the co-chair of the Senate Transportation Committee, has announced that he and his colleagues in the Senate majority would like to hold serious public meetings around the State to gather input on a potential Statewide Transportation package. This will start in September or October.
- JTA is seeking to partner with East Fire and Rescue for a fueling station at our new facility. We have had several discussions about the amount of fuel they would need and if they would be interested in parking at our site. JTA is also meeting with the Port Townsend and Chimacum School Districts regarding possible fueling and parking at our new facility.
- We are waiting to hear about the TIGER grant results. TCF is on hold until we are informed about this grant. This would change the look of our new facility significantly.
- JTA has hired a part-time Custodian. He is doing a fabulous job and we welcome him aboard.
- JTA featured 1967 at the Port Ludlow Festival by the Bay. We have also discussed placing 1967 below the grandstands at the Jefferson County fairgrounds, which was where it had been placed in the past.
- JTA is talking to the City about an additional transit stop in front of the Cotton Building on Water Street.

B. Operations Report – Koschnick

August Employment Anniversaries:

- | | |
|---------------------------------------|----------|
| • Operator – Ludwig Becker | 11 years |
| • Operations Manager – John Koschnick | 1 year |

July Monthly Highlights:

- On July 24, 2013 Koschnick met with Chris DeVoll, WSTIP Risk Manager, regarding the System and Safety Program Plan that Koschnick has been working on. The title has now been changed to the Safety Management System Program, which is basically the same concept with a slightly different

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format. Koschnick requested a workshop since he indicated many transit agencies are struggling to get this program up and running. Duvall mentioned the possibility of putting together a class for the Washington State Federal Transit Symposium in Spokane.

- July 25, 2013 Rubert and Koschnick met with JTOC staff in Forks to discuss shift issues. There may be possible changes in Saturday service because of Grays Harbor Transit discontinuing their connecting Saturday service. We are considering discontinuing the trip to Amanda Park on Saturdays.
- On July 26-28, 2013 JTA participated in the Port Ludlow Festival by the Bay which included operations and administration staff.
- Koschnick has been working on a study of Kitsap Transit's #90 which offers connections to JTA Route #7 from the Bainbridge Island ferry. During the summer months, this Kitsap route runs late approximately 60% of the time due to the ferry running late or traffic congestion on Highway 305. We may consider a summer schedule which would depart later, but this would cause a domino effect and the Sequim and Brinnon routes would also have to be moved to a later time.
- Koschnick also met with Casey Griggle who is the new owner of the Discovery Bay store. He has ambitious plans for improvements to the property including a new bus pullout for JTA.
- Beginning in the fall, JTA will start an outreach program to the local elementary schools. Lloyd Eisenman has been working on this and was involved in implementing two (2) programs last spring using 1967.

Rubert would like to add a comment to the JTOC-Amanda Park run issue. JTA will be holding a public meeting in Forks. Tami Shaner, who is our Fork's supervisor, will set up a meeting to talk to the public about whether or not the need is there to travel to Amanda Park on Saturday. The public might prefer to have more local service in the middle of the day.

C. Maintenance Report – Arnold

- JTA consumed 7,192 gallons of diesel and 995 gallons of gasoline for a total of \$26,087
- JTA travelled 56,600 miles at an average of 6.9 mpg. Van Pool was up with an average of 17.6 mpg and DAR at 10.8 mpg.
- JTOC traveled 12,100 miles in the month of July and consumed 1,410 gallons of fuel for an average of 8.6 mpg and a total of \$4,646.00.
- We paid \$3.19 per gallon in July.
- We performed 23 in-house services for 35.8 hours costing \$2,585 for parts and labor.
- We had 0 road calls and 0 tow-ins.

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D. Mobility Report – Monroe

- Monroe accompanied Eisenman in June to Chimacum where he presented a preschool program on safe bus behavior. Approximately 15 children and 5 adults were in attendance.
- Monroe was asked by the President of Jefferson City Council for the Blind, Nancy Patenode, to speak to residents at the Evergreen Coho SKP Park about Dial-A-Ride. On July 22, 2013 Monroe along with Ken Dane from ECHO, Pat Teal from DASH and Carl and Cathy Jarvis from Rehabilitation Services for the Blind spoke to approximately 35 people.
- Monroe also attended the Port Ludlow Festival by the Bay. Booth attendance in 2012 was 284; 2013 attendance was 262.
- Monroe attended Stand Down for Veterans on July 29, 2013. JTA again provided free transportation to veterans attending Stand Down. This year JTA was asked to assist Voices for Veterans in promoting the date and time of Stand Down to veterans. The event was posted on the exterior of 14 fixed route buses and flyers were placed in bus shelters. JTA hosted a booth at the event which had approximately 35 visitors with transportation questions.
- At the 2013 Jefferson County Fair, JTA had 262 visitors to our booth. In 2012 we had 284. The theme for this year's booth was Transit Education. There were posters concerning Van Pool, bike lockers, yielding to buses and showing our new facility plans. Koschnick brought in a TV that repeated a video showing our involvement in the community. Monroe extended invitations to five (5) volunteers to assist in the booth and three (3) accepted. One person had to cancel. Burt Langsea and Darrel Conder volunteered for three (3) hours each. We handed out eighty-two (82) bus schedules. The item in most demand was the SeaTac brochure. Almost one hundred (100) of these brochures were given out.

Phil Johnson left the meeting at 3:01 pm.

E. New Facility Report – Trone

- Schematic Design has been completed and we have drawings and plans from TCF Architects. JTA will hold a public meeting showing the plans and public areas such as the board room. Because we have been waiting for news on the TIGER grant, it will slide the schedule slightly.
- JTA turned in our Master Land Use permit to the County. We were informed that the County will start reviewing our application in mid-September. This process will take three (3) to five (5) months which may also affect our timeline.
- We will be meeting with the School District to find out if they would like to participate in the new facility for fueling or parking.
- Trone presented new drawings to the Board of the New Facility.

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- JTA recently received our pre-design report from TCF and are reviewing the schematic plans.
- Crouch is working with the Department of Revenue about interpretations on sales tax and how that will apply to the new facility.

F. Ridership Report – Koschnick

- Ridership for July was a total of 23,687 passengers, which is an increase over June of 4%. This month commuter routes have increased slightly. Overall we are down from last year at this time by 7.58%.
- Koschnick also wanted to point out that Gray requested a wheel chair count. This figure is now included on the bottom of the second page of our Ridership report. This number is at three hundred and fifteen (315) for this month, which includes Dial-A-Ride and fixed route.

PUBLIC COMMENT

Conder asked if the bank loan for the new facility could be explained. Robinson explained the bridge loan process.

Oakford asked about JTA providing shuttle service for festivals on Sundays. Rubert explained that JTA is prohibited by law to provide charter service. The only way JTA would be allowed to provide charter service is if the private charter service in the area is unable to provide service. We would then be allowed to bid for that service under those circumstances. We are also not allowed to underbid local charter companies.

ADJOURNMENT

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

Laura Smedley, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

DATE: 9/17/2013

August 2013 Expenses

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

- Accounts Payable Voucher #91796-91838 in the amount of \$91,790.33
- Accounts Payable Voucher #91839 in the amount of \$75,185.32
- Accounts Payable Voucher #91840 in the amount of \$70.75
- Accounts Payable Voucher #91841-91869 in the amount of \$51,227.82
- Accounts Payable Voucher #918710-91880 in the amount of \$7,770.15
- Accounts Payable Voucher #91883-91884 in the amount of \$156,849.32
- Voided Accounts Payable Voucher #91881-91882 out of Sequence
- Voided Accounts Payable Vouchers # 91803 in the amount of \$670.45
- EFT Voucher #151 in the amount of \$80,216.75
- EFT Voucher #5463-5470 in the amount of \$9,294.53
- EFT Voucher #5471-5479 in the amount of \$8,640.42
- EFT Voucher #5480-5487 in the amount of \$10,292.17
- Advance Travel Voucher #310 & 311 in the amount of \$207.13
- Advance Travel Voucher #312-316 in the amount of \$1,074.08
- Advance Travel Voucher #317 in the amount of \$36.00
- Capitol Check #368-369 in the amount of \$7,606.16
- Capitol Check #370-371 in the amount of \$49,226.34

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 4a.****Meeting Date:** September 17, 2013**Subject:** Resolution 13-18: GCB1613 Operating Grant Agreement**Prepared By:** Laura Smedley**Approved By:** Jammi Rubert

Summary: Jefferson Transit Authority has been awarded Federal and State operating fund assistance for passenger transportation services to persons with special needs and to the general public. Resolution 13-18 authorizes the Board Chair to sign and execute Grant Agreement GCB 1613.

Recommendation:

Authorize the Board Chair to sign and execute Grant Agreement GCB1613

Motion for Consideration:

Approve Resolution 13-18

1 **JEFFERSON TRANSIT AUTHORITY**

2 **RESOLUTION 13-18:**
3 **GCB 1613 Operating Grant Agreement**
4

5 **A RESOLUTION** *of the Board of Directors of the Jefferson County Public*
6 *Transportation Benefit Area, hereinafter called the "Authority", authorizing the Authority*
7 *Chair to sign and execute Grant Agreement GCB 1613*
8

9 **WHEREAS**, Jefferson Transit Authority has been awarded Federal and State
10 operating fund assistance for passenger transportation services to persons with special
11 needs and to the general public

12 **WHEREAS**, matching funds have been allocated by the Authority, in coordination
13 with other parties, sufficient to provide the services;

14 **NOW THEREFORE, BE IT RESOLVED** that the Chair of the Authority is hereby
15 authorized to sign the grant agreement numbered GCB 1613 with the Washington State
16 Department of Transportation.

17
18 **CERTIFICATION**
19

20 The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson
21 County Public Transportation Benefit Area, certifies that the foregoing is a true and
22 correct copy of a resolution adopted at a legally convened meeting of the Jefferson
23 Transit Authority Board held on September 17, 2013.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

Federal/State Operating Grant Agreement	
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Evan Olsen 360-705-6929	Contractor: Jefferson Transit Authority 1615 W. Sims Way Port Townsend, WA 96368 Contact Person: Sara Crouch
Term of Project: July 1, 2013 through June 30, 2015	ID #: 911124781
Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	Project Title: Operating project as set forth in Exhibit I, Scope of Work CFDA: 20.509 (§5311)
Service Area: As defined in attached Exhibit I	Project Costs: Federal Funds \$ 712,375 State Funds \$ 139,515 Contractor Funds \$ 1,857,929 Total Project Cost \$ 2,709,819
Agreement Number: GCB1613	

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

WHEREAS, Federal funding is authorized under 49 USC chapter 53; Title 23 USC (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) enacted as Public Law 109-59, August 10, 2005; as amended by SAFETEA-LU Technical Corrections Act, 2008, Pub. L. 110-244, June 6, 2008; the Transportation Equity Act for the 21st Century (TEA-21) enacted as Public law 105-178, June 9, 1998, as amended, the National Capital Transportation Act of 1969, D.C. Official Code, §§ 9-1111.01 et seq.;

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (FTA) administers to the extent FTA so determines;

WHEREAS, the State of Washington in its Sessions Laws of 2013, chapter 306, section 220 provides Rural Mobility, Paratransit/Special Needs, and other special proviso funding through the multi-modal transportation account and rural mobility grant program account, as identified in the budget through its 2013-2015 biennial appropriations to WSDOT;

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

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

WHEREAS, WSDOT's Public Transportation Division administers the Paratransit/Special Needs Transit Formula Grant Program funds to provide assistance to transit agencies for transportation related support of persons with special needs;

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

Section 1
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide operating funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington, hereinafter referred to as the "Project."

Section 2
Scope of Project

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

Section 3
Term of Project

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

Section 4
Contractor's Share of Project Costs

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

Section 5
Payment

A. WSDOT, using FTA funds and/or State funds, shall reimburse the CONTRACTOR for allowable expenses incurred in completing the Project described in Exhibit I, "Scope of Work and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any amendments thereto, which by this reference is fully incorporated herein. In no event shall the total amount reimbursed by WSDOT exceed the "Federal Funds" or "State Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis for actual net project costs incurred within the timeframe in the caption space header titled "Term of Project." Such costs to be reimbursed shall be calculated as described in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>. WSDOT shall make no payments for costs incurred prior to the beginning date or after the ending date shown in the caption space titled "Term of Project." The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice by July 15, 2014, for any unreimbursed eligible expenditures incurred between July 1, 2013, and June 30, 2014. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by

WSDOT by July 15, 2015, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after July 15, 2015 will not be eligible for reimbursement.

Section 6

Assignments and Subcontracts

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR will not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT.

B. The CONTRACTOR agrees to include sections 8 through 26 and Section 34 of this AGREEMENT in each subcontract financed in whole or in part with federal assistance provided by FTA; and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT, subject to the limitations set forth in Sections 19.E.3 of this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

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

Section 7

Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in WSDOT's *Guide to Managing Your Transportation Grant*, and any amendments thereto, or as requested by WSDOT. Due to Legislative and Department reporting requirements, quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. These reports may include, but are not limited to:

1. Passenger Trips provided
2. Project Revenue Hours provided
3. Project Revenue Miles provided
4. Narrative Progress Report
5. Financial status of the project
6. Drug Abuse and Alcohol Abuse Testing compliance reports as required in this AGREEMENT
7. Goods and services purchased from Disadvantaged Business Enterprises (DBE's)

B. Program Income. The CONTRACTOR shall comply with Program Income provisions in 49 CFR § 18.25 or 49 CFR § 19.24, whichever is applicable, and prepare a quarterly report of the gross income, as defined in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any amendments thereto received by CONTRACTOR that is directly generated by the Project activity supported by the funding in this AGREEMENT.

Section 8

General Compliance Assurance

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

Section 9

Procurement

The CONTRACTOR shall make purchases of any incidental goods or supplies essential to this AGREEMENT through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

A. General Procurement Requirements. The CONTRACTOR shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the United States Department of Transportation (U.S. DOT) third-party procurement regulations of 49 CFR § 18.36 or 49 CFR § 19.40 through 19.48 and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The CONTRACTOR shall also comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean CONTRACTOR.

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

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

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

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

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

D. Preference for Recycled Products. To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

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

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

Section 10

Charter Service Operations

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

CONTRACTOR, subrecipient, lessee, third-party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

Section 11

School Bus Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 USC §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605 to the extent consistent with 49 USC §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent those regulations are consistent with 49 USC §§ 5323(f) or (g), the CONTRACTOR understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third-party contractors, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the CONTRACTOR's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations to the extent consistent with 49 USC §§ 5323(f) or (g), FTA will bar the CONTRACTOR, subrecipient, lessee, third-party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

Section 12

Incorporation of Federal Terms

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

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

Section 13

No Obligation by the Federal Government

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

B. No contract between the CONTRACTOR and its subcontractors, lessees, or any other participant at any tier of the project shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 14

Personal Liability of Public Officers

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

Section 15

Ethics

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

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

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

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

B. **Debarment and Suspension.** The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System records at www.sam.gov before entering into any third subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

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

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

E. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical

personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

F. Restrictions on Lobbying. The CONTRACTOR agrees to:

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

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

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

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

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

I. Trafficking in Persons. To the extent applicable, the CONTRACTOR agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (19) dated October 1, 2012, which by this reference is incorporated herein as if fully set out in this AGREEMENT, and any amendments thereto, which is accessible at <http://www.fta.dot.gov/documents/19-Master.pdf> consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 CFR Part 175.

Section 16

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence compliance, with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW.

Section 17

Civil Rights

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

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

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

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

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

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

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

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

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

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

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

G. Disabilities-Access. The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural

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

G. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

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

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

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

Section 18

Participation of Disadvantaged Business Enterprises

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

A. The CONTRACTOR agrees to comply with section 1101(b) of MAP-21, 23 USC §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived

from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 et seq.

Section 19

Energy Conservation and Environmental Requirements

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

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

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

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

E. Violating Facilities. The CONTRACTOR agrees to:

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

Section 20

Accounting Records

A. Project Accounts. The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to WSDOT and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. Funds Received or Made Available for the Project. The CONTRACTOR agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant AGREEMENT or Cooperative AGREEMENT and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

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

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

Section 21

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the course of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials, both paper and electronic, relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

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

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

Section 22

Labor Provisions

A. Contract Work Hours and Safety Standards Act. The CONTRACTOR shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and USDOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)" at 29 CFR. Part 5; and the safety requirements of section 107 of that Act at 40 USC § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

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

CONTRACTOR shall comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

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

Section 23

Planning and Private Enterprise

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

Section 24

Substance Abuse

A. Drug and Alcohol Testing. If receiving FTA 5309 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to submit annually the Management Information System (MIS) reports to WSDOT each year during the term identified in the caption space header above titled "the Term of Project."

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

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

Section 25

Federal "\$1 Coin" Requirements

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

Section 26

Safe Operation of Motor Vehicles

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

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

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

Section 27

Freedom of Information Act

CONTRACTOR understands and agrees that the Freedom of Information Act (FOIA), 5 USC § 552, applies to the information and documents, both paper and electronic, submitted to WSDOT, FTA and U.S. DOT. The

CONTRACTOR should therefore be aware that all applications and materials submitted that are related to PROJECT will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

Section 28

Coordination of Special Needs Transportation

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

Section 29

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

Section 30

Changed Conditions Affecting Performance

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

Section 31

Universal Identifier

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

Section 32

Disputes

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

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

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

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

Section 33

State and Local Law

Except when a Federal statute or regulation pre-empts state and/or local law, regulation or ordinance, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision,

perform any other act, or do any other thing in contravention of state or local law, regulation or ordinance. Thus if any provision or compliance with any provision of this AGREEMENT violate state or local law, regulation or ordinance, or would require the CONTRACTOR to violate state or local law, regulation or ordinance, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 34 **Termination**

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, at any time by written notice to the other PARTY in accordance with 49 CFR Part 18 § 18.44 or 49 CFR Part 19 § 19.61, whichever is applicable. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made WSDOT may terminate the award in its entirety. WSDOT and/or the CONTRACTOR may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite federal and/or state funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal and/or state funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;
5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or
6. The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require WSDOT to refund any or all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by WSDOT, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from WSDOT.
7. In the case of termination for convenience under subsections A.1 through A.5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

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

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to the AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting

forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

Section 35

Forbearance by WSDOT Not a Waiver

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

Section 36

Lack of Waiver

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

Section 37

Limitation of Liability

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers, and subcontractors arising out of, in connection with or incident to the negligent acts omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

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

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

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

Section 38

WSDOT Advice

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

correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 39

Venue and Process

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

Section 40

Subrogation

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

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

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 41

Counterparts

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

Section 42

Complete Agreement

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

Section 43

Severability

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

Section 44

Section Headings

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

Section 45

Execution

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

Section 46
Binding Agreement

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By: _____
Brian Lagerberg, Acting Director
Public Transportation Division

By: _____
Authorized Representative

Title: _____

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: Susan Cruise
Assistant Attorney General

Date: July 2, 2013

Exhibit I
SCOPE OF WORK AND BUDGET

Total Project Cost	
Federal Funds	\$712,375
State Funds	\$139,515
Contractor Funds	\$1,857,929
Total Project Cost	\$2,709,819

Funding by Project

PROJECT A

Scope of Work: Provide operating funding assistance to sustain existing general public fixed-route bus and complementary Dial-A-Ride services for special-needs persons in east Jefferson County service area, including connections to transit systems in Mason, Clallam, and Kitsap counties.

Funding	Percentage	Current	Projected	Totals
FTA 5311	25%	\$525,000	\$750,000	\$1,275,000
Contractor Funds	75%	\$1,599,574	\$2,285,107	\$3,884,681
Total Project Cost	100%	\$2,124,574	\$3,035,107	\$5,159,681

Budget: *Funding and percentages identified reflect current project funds.* Projected federal funds are subject to renegotiation based on availability of funds and will be added by amendment when available.

PROJECT B

Scope of Work: Provide operating funding assistance to sustain existing weekday route-deviated general public bus transportation service in West Jefferson County between Forks and Amanda Park.

Funding	Percentage	Current	Projected	Totals
FTA 5311	32%	\$187,375	\$167,491	\$354,866
Paratransit Special Needs Formula Funds	24%	\$139,515	\$0	\$139,515
Contractor Funds	44%	\$258,353	\$132,375	\$390,728
Total Project Cost	100%	\$585,243	\$299,866	\$885,109

Budget: *Funding and percentages identified reflect current project funds.* Projected federal funds are subject to renegotiation based on availability of funds and will be added by amendment when available.

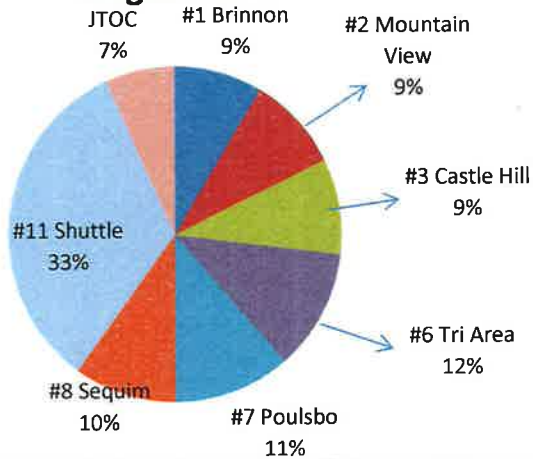
RIDERSHIP DASHBOARD

YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

JTA Monthly Percentage of Ridership-

August 2013

**August
Total:
(100%)
24,803**

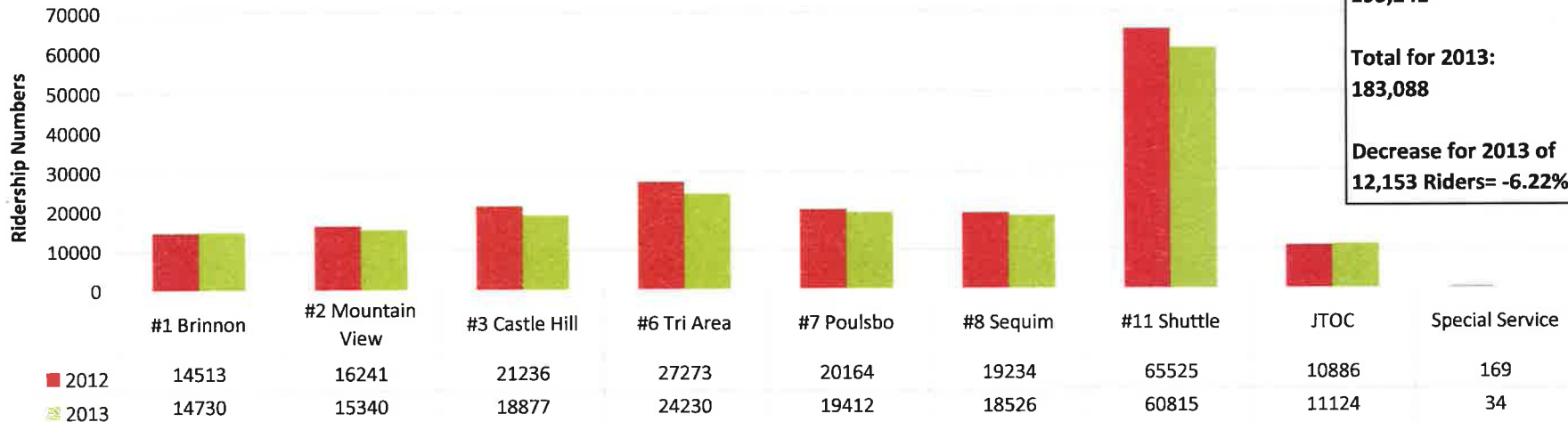


July passenger total :
23,687
August passenger total:
24,803
1116 passenger increase from prior month= 4.5%

Month to Month Route Comparison



YTD Ridership by Route and Year as of August



**Total for 2012:
195,241**

**Total for 2013:
183,088**

**Decrease for 2013 of
12,153 Riders= -6.22%**

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

August, 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	2256	10	89	314	2324	132	7.18	0.97	17.11
#3 Castle Hill Connector	2285	6	139	314	2857	135	7.28	0.80	16.92
#11 Shuttle	8275	17	276	660	2574	244	12.54	3.21	33.89
LOCAL TOTAL	12816	33	504	1288	7755	511	9.00	1.66	22.64

COMMUTER									
#1 Brinnon	2127	13	172	196	8330	212	10.85	0.26	10.05
#6A Tri Area Loop (5)	1563	15	186	120	3108	100	13.03	0.50	15.69
#6B Tri Area Loop (6)	1340	16	151	98	2538	81	13.67	0.53	16.47
#7 Poulsbo	2814	11	273	196	8212	210	14.36	0.34	13.42
#8 Sequim	2505	23	227	240	8256	187	10.44	0.30	13.38
COMMUTER TOTAL	10349	78	1009	850	30445	790	12.47	0.39	13.80

2013 SPECIAL EVENTS

Rhody Festival 2013
Wooden Boat Festival 2013

Boardings
34
Runs per event

WEST JEFFERSON	1638	4	72	196	12820	414	8.36	0.13	3.96
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TOTAL MONTHLY	24803	115	1513	2334	51020	1715	9.94	0.73	13.47
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22 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	1122	8,626	7.7	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	1341	1237	5682	498	1.08	0.24	2.69	94.00%	12
DAR Mobility Aids	279								

*Boardings includes Passenger and Attendant if needed