



JEFFERSON TRANSIT AUTHORITY BOARD MEETING

Tuesday, August 16, 2011 1:30 p.m.

Mountain View Commons

1925 Blaine Street, Port Townsend, WA

AGENDA

Call to Order/Welcome

Public Comments

New Agenda Items

- | | |
|--|-------------|
| I. Finance Reports | Attachments |
| II. Consent Agenda | Attachments |
| a. Approval of Minutes, July 19, 2011 | |
| b. Approval of Special Meeting Minutes July 22, 2011 | |
| c. Approval of Expenses, July 2011 | |
| III. Old Business | Attachments |
| a. 30 Year Celebration Transit Pass Winner | |
| b. Resolution 11-21: CAC Ad Hoc Committee | |
| c. Resolution 11-22: Code of Conduct/Exclusion Order Policy | |
| d. Archeological Survey | |
| IV. New Business | Attachments |
| a. Resolution 11-25: Department of Ecology Signer | |
| b. Resolution 11-26: General Manager as auditing officer | |
| c. Resolution 11-27: Check Signers | |
| d. Resolution 11-28: Agreement for Legal Services | |
| e. Resolution 11-29: GCA6825 Operating Grant Agreement | |
| f. Resolution 11-30: Warrant cancellations | |
| V. Staff Report | |
| a. Operations Manager | |
| b. Fleet & Facilities Manager Report | |
| VI. Operating Report-Ridership | Attachments |
| VII. CAC Report | |
| VIII. Miscellaneous | |
| 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).

Jefferson Transit Authority Board

Meeting Minutes

Tuesday, July 19, 2011, 1:30 p.m.

**Mountain View Commons
1925 Blaine St., Port Townsend, WA**

CALL TO ORDER/WELCOME

The Meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 1:30 p.m. Other members present were George Randels, David Sullivan, John Austin, Phil Johnson and Pam Thompson.

STAFF PRESENT

Dan DiGuilio, Ben Arnold, Natalie Patten, Ludwig Becker

CAC PRESENT

John Reynaud, Gordon Neilson and Linda Pfafman

OTHERS PRESENT

Jack Range, Robert Eash-ATU 587

PUBLIC COMMENT

No Public Comments

NEW AGENDA ITEMS

No new Agenda Items

FINANCE REPORT- DiGuilio

Finance Manager Lange was unable to attend meeting. DiGuilio presented the board members with a brief summary of financials for June: The budget tracking figure is at 50.00%. Operational Expenses for June were \$287,313.91 and operational income was \$23,354.64. Non operational income was at \$295,854.80. Sales tax revenues received in June for April were up 11.824% from the same time last year. Cash on hand: \$341,497.05 in the Operating Account and \$131,570.85 in the Treasury Pool.

DiGuilio discussed Finance documents presented in packet. Sales tax revenue spreadsheet shows that the June revenue is slightly ahead for the year. Discussion regarding the cash flow and the current budget. Austin asked if the sales tax increase is included in June's statements. DiGuilio stated that the sales tax has started to be collected but will not be received until September. Robinson noted she was happy to see the overall budget numbers were under budget. DiGuilio noted that the cash flow spreadsheet shows that JTA

is not going to have to access the line of credit at this time.

CONSENT AGENDA

- a. **Approval of Minutes, June 21, 2011**
- b. **Approval of Special Meeting Minutes, June 24, 2011**
- c. **Approval of Special Meeting Minutes, June 28, 2011**
- d. **Approval of Expenses, April 2011**
 - Operating Checks 89053-89165: \$345,802.25 including payroll of \$140,000.00. EFT Revenue \$16,109.39 Total Expenditures: \$329,692.86

Motion by Austin, seconded by Johnson to approve the consent agenda with no changes. The motion passed unanimously.

OLD BUSINESS

a. **30 Year Celebration-** Presented in the packet is the ad currently running in the local paper inviting citizens to the Park and Ride for the 30 year celebration on the 22nd at 1pm. DiGuilio presented the board members with the safety stars that JTA will be giving away at the celebration.

b. **ATU #587 Represented Employee 2011-2013 Contract-** The final contract is presented to the board to re ratify and authorize the board chair to sign the contract. DiGuilio wanted to thank the Union for the hard work that was put into the contract. Robinson thanked the union and staff for coming to agreement over the contract. Sullivan stated that the signed contract brings stability to JTA and he appreciates all the union and staffs work on it.

Motion by Randels, seconded by Austin to re ratify the contract and authorize the Board Chair to sign the agreement. The motion passed unanimously.

NEW BUSINESS

a. **Resolution 11-21: CAC ad hoc committee**

DiGuilio presented the staffs proposal to disband the current CAC and reorganize it into an ad hoc structure. DiGuilio stated that the current membership does not meet the requirements, they are often lacking a quorum, not enough work to sustain them, too little turnover from year to year and the staff needed to facilitate the group exceeds the benefit gained. DiGuilio stated that JTA would maintain a volunteer list and still continue to obtain customer suggestions from such organizations as Main Street, Chamber of Commerce, DASH, the DD Board, walk able and Livable communities, JTA's website and customer comments.

Robinson discussed the volunteer application that staff is developing and how it would create a list of volunteers that could be called up for specific tasks and input.

Sullivan questioned whether there were any requirements for having a CAC. Patten stated that the requirement exists to obtain customer input but it is not specific to how that input is received.

Discussion regarding the protocol to disband the CAC. Austin requested that a notice be placed on the website stating that the Board is looking into disbanding the CAC so that people can comment if they

choose. Randels supports tabling this Resolution to see if any comments are received until the next meeting.

Robinson stated that she anticipates that the CAC meeting for August will not happen since they do not have a quorum or the number of members needed according to their bylaws.

This Resolution has been tabled until the August 16, 2011 meeting.

b. Resolution 11-22: Code of Conduct-Exclusion Order Policy

DiGuilio presented Resolution 11-22: Code of Conduct Exclusion Order Policy. This policy has been updated and revised. Discussion regarding Length of exclusions, pet policy and concerns about civil liberties.

Randels suggests forming an ad hoc committee to discuss the policy and revise it for the next board meeting. Discussion regarding service animals on the bus.

Board Discussion regarding ad hoc committee. George Randels, Phil Johnson, Jack Range, Tammi Rubert, Pam Thompson and a CAC member will form a committee to review and finalize the Code of Conduct/Exclusion Policy. Board Clerk will arrange a date to meet as soon as possible.

Move by Austin, seconded by Randels to have the Board Chair appoint a subcommittee to review and finalize the Code of Conduct/Exclusion Policy and present back to the board at the August 16, 2011 meeting. The motion passed unanimously.

c. Resolution 11-23: Intent to Dispose of Surplus Personal Property

Arnold presented list of buses and property that needs to be surplus. 6 items on the list will be sent to auction.

Move by Randels, seconded by Johnson to approve Resolution 11-23. The motion passed unanimously.

d. Resolution 11-24: Capitalized Assets Policy

DiGuilio stated that the current Capitalized Asset Policy was written in 1983. The amendments to this policy include an increase in the value of a capitalized asset and methods for identifying the useful life of an asset. Randels questioned whether WSDOT uses the same methodology as USDOT as stated in the policy.

Move by Randels, seconded by Austin to approve Resolution 11-24 with changes if needed in regards to the USDOT/WSDOT method of calculating useful life. The motion passed unanimously.

STAFF REPORT-DiGuilio

- Review of Ridership report. Board would like the report to reflect a comparison to last year.
- Wall of Fame Transportation Nominee- Kenny Yingling was elected by his peers to be Jefferson Transit's Wall of Fame honoree for 2011. DiGuilio stated that the employees were appreciative of being given the opportunity to nominate this year's honoree.
- 3 Archeological firms were interviewed on July 15th. They have been scored and are being calculated.
- New fare boxes have arrived. The drivers are happy that they can see how much money is being dropped into the boxes.
- The Auditor arrived on the 15th. He would like to do an entrance interview on Friday the 22nd at 9am. Robinson and Sullivan agreed to attend.
- DiGuilio stated that he believes this will be his last meeting and appreciates working with everyone.

CAC REPORT-Robinson

Robinson stated that she did attend the last CAC meeting. Ali Dyché came in and resigned during the meeting and the discussion centered on the future of the CAC.

EXECUTIVE SESSION

Robinson called the meeting into Executive Session to discuss personnel matters under RCW 42.30.110 (1) (g) for 40 minutes. The meeting went into Executive Session at 2:20pm

The Executive Session ended at 3:00pm. No action was taken.

ADJOURNMENT

The meeting was adjourned 3:00 p.m. The next Regular Meeting will be held at 1:30 p.m., August 16, 2011.

Natalie Patten, Clerk of the Board

Date

Jefferson Transit Authority Board

Special Meeting Minutes

Tuesday, July 22, 2011, 10:30 a.m.

Mountain View Commons

1925 Blaine St., Port Townsend, WA

CALL TO ORDER/WELCOME

The Meeting was called to order by Jefferson Transit Authority Board Chair Catharine Robinson at 11:25 a.m. Other members present were George Randels, David Sullivan, John Austin and Phil Johnson.

The Meeting was called into Executive Session to discuss personnel matters under the terms of RCW 42.30.110 (1) (g) at 10:24am for 50 minutes.

The Chair extended the Executive Session at 11:15am for another 10 minutes.

The Executive Session ended at 11:25am and the meeting was brought back into open session.

John Austin motioned to direct the Chair and another member of the board to negotiate with Tammi Rubert for the General Manager position. Seconded by David Sullivan. The motion passed unanimously.

ADJOURNMENT

The meeting was adjourned 11:27am. The next Regular Meeting will be held at 1:30 p.m, August 16, 2011.

Natalie Patten, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

DATE: 8/16/2011

OPERATING CHECKS:	<u>89166</u>	TO	<u>89217</u>		
OPERATING CHECKS (VOIDED):	89168	89175	89182	89189	89196
	89169	89176	89183	89190	89197
	89170	89177	89184	89191	89198
	89171	89178	89185	89192	89199
	89172	89179	89186	89193	89200
	89173	89180	89187	89194	
	89174	89181	89188	89195	
CAPITAL CHECKS:	<u>none</u>				
CAPITAL CHECKS (VOIDED):	<u>329</u>				
ADVANCE TRAVEL CHECKS:	<u>258</u>				

Certification

The undersigned duly qualified Board Chair, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the above check numbers were presented before the Jefferson Transit Authority Board and were reviewed by such. These expenses were approved during the consent agenda at a legally convened meeting of the Jefferson Transit Authority Board held on August 16, 2011.

Board Chair

Clerk of the Board

Capital Voided Checks

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Voided</u>	<u>Checkbook ID</u>
3	Action Communications, INC	Payment	7/11/2011	329	\$2,103.35	Yes	CAPITAL

Advance Travel Checks

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Voided</u>	<u>Checkbook ID</u>
10202	Little, David	Payment	7/18/2011	258	\$183.40	No	ADVANCE TRAVEL

Operating Account Voided Checks

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Voided</u>	<u>Checkbook ID</u>
1	A+ Equipment Rentals	Payment	7/11/2011	89172	\$157.61	Yes	OPERATING
144	New Pig Corporation	Payment	7/11/2011	89200	\$216.74	Yes	OPERATING
160	Olympic Springs	Payment	7/11/2011	89186	\$10.82	Yes	OPERATING
164	DaimlerChrysler Commercial Buses North America	Payment	7/11/2011	89178	\$161.96	Yes	OPERATING
179	Pettit Oil Company	Payment	7/11/2011	89187	\$9,114.50	Yes	OPERATING
189	R.E. Auto Electric, INC	Payment	7/11/2011	89190	\$269.03	Yes	OPERATING
19	Bickford Ford-Mercury	Payment	7/11/2011	89173	\$68.24	Yes	OPERATING
201	Schetky Northwest Sales	Payment	7/11/2011	89192	\$162.89	Yes	OPERATING
206	Smith's Services	Payment	7/11/2011	89191	\$228.27	Yes	OPERATING
208	Soehl Electronics Co.	Payment	7/11/2011	89188	\$38.03	Yes	OPERATING
255	Westbay Auto Parts	Payment	7/11/2011	89199	\$543.78	Yes	OPERATING
281	A.T.U. Local #587	Payment	7/11/2011	89169	\$1,936.30	Yes	OPERATING
282	United Good Neighbors	Payment	7/11/2011	89195	\$14.10	Yes	OPERATING
283	Annuity Premium Reserve Account	Payment	7/11/2011	89182	\$474.00	Yes	OPERATING
3	Action Communications, INC	Payment	7/11/2011	89168	\$6.79	Yes	OPERATING
351	A.T.U. Local #587 COPE	Payment	7/11/2011	89170	\$20.00	Yes	OPERATING
373	Manley Services	Payment	7/11/2011	89184	\$2,064.54	Yes	OPERATING
38	City of Port Townsend	Payment	7/11/2011	89174	\$718.88	Yes	OPERATING
4	ADP	Payment	7/11/2011	89171	\$421.41	Yes	OPERATING
42	Colonial Life & Accident Ins. Co.	Payment	7/11/2011	89175	\$1,007.82	Yes	OPERATING

43	Commercial Brake & Clutch	Payment	7/11/2011	89177	\$356.28	Yes	OPERATING
481	HRA VEBA Trust	Payment	7/11/2011	89196	\$1,370.34	Yes	OPERATING
497	UPS Store	Payment	7/11/2011	89194	\$98.56	Yes	OPERATING
58	WA State Dept of Retirement Systems	Payment	7/11/2011	89179	\$14,052.13	Yes	OPERATING
614	R&B Supply Co	Payment	7/11/2011	89189	\$324.95	Yes	OPERATING
623	Office Depot	Payment	7/11/2011	89185	\$185.84	Yes	OPERATING
642	UniFirst Corporation	Payment	7/11/2011	89197	\$583.24	Yes	OPERATING
649	WCIF C/O Benefit Solutions, Inc	Payment	7/11/2011	89198	\$43,049.90	Yes	OPERATING
656	Cintas Corporation	Payment	7/11/2011	89176	\$258.55	Yes	OPERATING
659	T Taylor Services, Inc	Payment	7/11/2011	89193	\$380.45	Yes	OPERATING
662	Miller, Freedman and Associates	Payment	7/11/2011	89183	\$430.00	Yes	OPERATING
7	Interstate Battery Systems of Seattle	Payment	7/11/2011	89181	\$107.26	Yes	OPERATING
99	Henery Hardware	Payment	7/11/2011	89180	\$83.11	Yes	OPERATING

Operating Checks

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Date</u>	<u>Number</u>	<u>Amount</u>	<u>Voided</u>	<u>Checkbook ID</u>
277	Jefferson Transit - Payroll	Payment	7/6/2011	89166	\$70,000.00	No	OPERATING
10077	Lane, Alice	Payment	7/7/2011	89167	\$58.89	No	OPERATING
17	Bank of America	Payment	7/19/2011	89201	\$1,876.36	No	OPERATING
277	Jefferson Transit - Payroll	Payment	7/19/2011	89202	\$50,000.00	No	OPERATING
38	City of Port Townsend	Payment	7/20/2011	89203	\$110.00	No	OPERATING
10140	Becker, Ludwig	Payment	7/22/2011	89204	\$68.41	No	OPERATING
10226	Ham, Belinda	Payment	7/22/2011	89205	\$113.48	No	OPERATING
10141	Larsen, Ray	Payment	7/26/2011	89219	\$75.00	No	OPERATING
10155	Arnold, Benjimin	Payment	7/26/2011	89207	\$35.98	No	OPERATING
13	A T & T	Payment	7/26/2011	89224	\$135.62	No	OPERATING
160	Olympic Springs	Payment	7/26/2011	89221	\$30.00	No	OPERATING
172	Pacific Office Equipment	Payment	7/26/2011	89227	\$221.50	No	OPERATING
181	Printery Communications	Payment	7/26/2011	89228	\$156.47	No	OPERATING
229	Leader, The	Payment	7/26/2011	89220	\$577.50	No	OPERATING
258	WA State Transit Association	Payment	7/26/2011	89229	\$130.00	No	OPERATING
35	CenturyLink	Payment	7/26/2011	89208	\$139.20	No	OPERATING
372	Pitney Bowes INC	Payment	7/26/2011	89226	\$260.88	No	OPERATING
43	Commercial Brake & Clutch	Payment	7/26/2011	89212	\$215.96	No	OPERATING
492	Qwest WA	Payment	7/26/2011	89222	\$924.53	No	OPERATING
517	Fastenal	Payment	7/26/2011	89213	\$213.87	No	OPERATING
55	Dave Miller	Payment	7/26/2011	89210	\$242.61	No	OPERATING
58	WA State Dept of Retirement Systems	Payment	7/26/2011	89211	\$15,607.64	No	OPERATING
633	QWEST AZ	Payment	7/26/2011	89223	\$109.07	No	OPERATING
646	GO USA	Payment	7/26/2011	89215	\$702.65	No	OPERATING
656	Cintas Corporation	Payment	7/26/2011	89209	\$376.99	No	OPERATING
657	Jessica Syska	Payment	7/26/2011	89218	\$130.00	No	OPERATING
661	Associated Petroleum Products, Inc	Payment	7/26/2011	89206	\$34,712.34	No	OPERATING
663	PNPPA	Payment	7/26/2011	89225	\$105.00	No	OPERATING
88	Gillig Corporation	Payment	7/26/2011	89214	\$221.55	No	OPERATING
95	Hanson Electric	Payment	7/26/2011	89216	\$2,915.75	No	OPERATING
99	Henery Hardware	Payment	7/26/2011	89217	\$61.82	No	OPERATING

\$180,529.07

30 Year Celebration Annual Pass Winner

This certificate is awarded to
Philip Downey

Thank you for riding
Jefferson Transit!



Daniel Adkins
Signature
M. Lange
Signature

8/8/11
Date
8/8/11
Date



Agenda Item 3b.

Meeting Date: August 16, 2011

Subject: Resolution 11-21: CAC ad hoc committee

Prepared By: Natalie Patten

Approved By: [Signature]

Summary: Jefferson Transit would like to recommend to the Authority Board to change the make-up of the Citizens Advisory Committee to that of an ad hoc committee. As such, when needed, citizen volunteers would be solicited and appointed to the CAC based on a particular task, with a stated purpose, and with a specific timeframe to accomplish the task.

Issues that led to this recommendation are as follows:

- Current membership does not meet the requirements under the CAC Bylaws;
- They meet too frequently, often lacking a quorum;
- There is not enough work to sustain member interest;
- There is too little turnover in the group from year to year; and
- The staff effort needed to facilitate this group exceeds the benefit gained.

It is the recommendation of JTA staff to approve changing the CAC from its current committee to an ad hoc committee. The new ad hoc committees for Jefferson Transit will be comprised of volunteers from a volunteer list maintained by JTA. An application to be on this list will be available in our office or on our website starting on August 1, 2011. When a need for an ad hoc committee presents itself, Jefferson Transit staff will recruit from the list.

In addition to the ad hoc committee for specific tasks, JTA will continue to obtain customer suggestions and support from the Main Street Organization, Chamber of Commerce, customer comments, DASH, the Developmentally Disabled Advisory Board, Walkable and Livable Communities, Social Networking Sites, Jefferson Transit's website and other organizations and committees within Jefferson County.

At the direction of the Board, a notice went out on the Jefferson Transit Website detailing the possibility of changing the CAC to an ad hoc committee. A link was connected so that the public could fill out a volunteer application and applications were taken to the Jefferson County Fair.

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1615 West Sims Way
Port Townsend, WA 98368
Telephone: (360) 385-4777
1-800-371-0497

Volunteer Application

For Office Use Only

Please fill out this application if you would like to be included on a volunteer list with Jefferson Transit. When ad hoc committees are created and volunteers are needed, the volunteer list will be used to call upon citizens wanting to participate. You are not required to participate if you are unable to at the time at which you are called. If you have any questions about this application, please feel free to contact the Board Clerk, Natalie Patten at 385-3020 x. 117 or npatten@jeffersontransit.com. Thank you.

Name: _____ Phone Number: _____

Address: _____ City, State, Zip: _____

Days available:

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Hours available: _____

1. Why are you interested in applying to be a volunteer with Jefferson Transit?

2. What skill(s) do you have to help promote public transit?

3. In what areas will you be willing to help?

- ☐ Public outreach (e.g., fairs, Food Co-op, Safeway)
- ☐ Commenting on proposed legislation to the legislature
- ☐ Transit route decisions
- ☐ Sales tax levy promotion
- ☐ Bus Buddy volunteer
- ☐ Selling tickets (e.g., during the Wooden Boat Festival)
- ☐ Distribution of schedules / flyers

Other - _____

4. What do you envision for public transit (your dream)?
5. Where would you personally like to see transit in a year's time?
6. Will you need any special accommodations to participate in volunteer activities (e.g., transportation?)

Signature of volunteer: _____ Date: _____

DEPARTMENT REVIEW: Operations _____ date _____
 Maintenance _____ date _____
 Administration _____ date _____
 General Manager _____ date _____

For Office Use Only below this line:

Committee's assigned to:

Name of Committee	Date	Name of Committee	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Agenda Item 3c.

Meeting Date: August 16, 2011

Subject: Resolution 11-22: Code of Conduct-Exclusion Order Policy

Prepared By: Natalie Patten

Approved By: 

Summary:

Resolution 11-22 updates the Code of Conduct-Exclusion Order Policy held by Jefferson Transit creating a constitutionally sound and fair policy. This policy governs the steps used when passengers are in violation of Jefferson Transit's Code of Conduct.

An ad hoc committee met on August 2nd at the direction of the Board to review the Code of Conduct-Exclusion Order policy. This committee made changes to the policy and that policy is being presented today.

1 **JEFFERSON TRANSIT AUTHORITY**

2 **RESOLUTION 11-22:**

3 **Code of Conduct-Exclusion Order Policy**

4
5 **A RESOLUTION**, of the Board of Directors of the Jefferson County Public Transportation
6 Benefit Area, hereinafter called the “Authority”, adopting an updated Code of Conduct-
7 Exclusion Order Policy.

8
9 **WHEREAS**, the Jefferson Transit Authority has a Code of Conduct and Exclusion
10 Order Policy for passengers on Jefferson Transit buses and at Jefferson Transit properties;
11 and

12
13 **WHEREAS**, the current policy was updated to create a fair and constitutionally
14 sound policy in keeping with current law;

15 **NOW, THEREFORE, BE IT RESOLVED** that the Authority Board does hereby
16 adopt the amended Code of Conduct-Exclusion Order Policy dated August 16, 2011 as
17 presented.

18
19 **CERTIFICATION**

20
21 The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson
22 County Public Transportation Benefit Area, certifies that the foregoing is a true and
23 correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit
24 Authority Board held on August 16, 2011.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

<i>Title:</i> Code of Conduct/Exclusion Policy	<i>Resolution:</i> 11-22
<i>Author:</i> Tammi Rubert	<i>Effective Date:</i> August 16, 2011



Jefferson Transit Authority

Code of Conduct/Exclusion Policy

Effective August 16, 2011

ARTICLE I. INTRODUCTION

Transit Agency vehicles, facilities, and properties are intended to provide services for the benefit of the general public. Pursuant to RCW 36.57A.080, and in order to maintain public transportation services that are orderly, safe, secure, comfortable, and convenient, Jefferson Transit has enacted the following Rules of Conduct. These Rules of Conduct are intended to regulate conduct occurring with transit employees, on Transit agency vehicles, within or upon Jefferson Transit facilities and properties, and in connection with Jefferson Transit's provision of public transportation services.

The Rules of Conduct consist of four separate articles, which include the following: Article I – Introduction; Article II – Definitions; Article III – Regulation of Conduct; and Article IV – Public Communication Activities. Unless otherwise provided herein, reference to the phrase “Rules of Conduct” shall collectively include Articles I through IV.

If any one or more of the provision(s) in the Rules of Conduct shall be declared by any court of competent jurisdiction to be contrary to law, then such provision(s) shall be null and void and shall be deemed separable from the remaining provisions in the Rules of Conduct and shall in no way affect the validity of the other provisions of the Rules of Conduct.

ARTICLE II. DEFINITIONS

As used in these Rules of Conduct, the words herein shall have the meaning provided in this Article II. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice-versa, unless the context shall otherwise dictate.

- A. “Bus shelter” shall mean those structures located in transit loading zones that provide cover for the general public to board and disembark from transit vehicles.
- B. “Commercial activity or activities” shall mean any enterprise or venture by groups or individuals for the purpose of promoting or selling products or services to Jefferson Transit employees or the general public whether for profit or not.
- C. “General public” shall mean any person or group of persons, including Jefferson Transit employees not acting in an official capacity at the time.

- D. "News racks" shall mean any stand, box, structure, rack, or other device, which is designed and used for the sale of and/or distribution of newspapers, periodicals, magazines, or other publications or combinations of the same.
- E. "JTA Park-and-ride lots" shall mean locations at which persons park their individual vehicles and transfer to a transit vehicle or car/vanpool vehicles, including all physical improvements and landscaping.
- F. "Person" shall mean any individual, firm, partnership, corporation, organization, association, or entity of any kind.
- G. "Public transportation services" shall include the definition of public transportation services in RCW 36.57A.010(10), together with vanpools and fixed route and paratransit services, whether operated by Jefferson Transit or any governmental agency, private person, firm, or corporation contracting with Jefferson Transit pursuant to chapter 36.57A RCW.
- H. "Transit Agency" shall mean the Jefferson Transit Authority, a Washington municipal corporation and Public Transportation Benefit Area organized and operating under and by virtue of the laws of the State of Washington.
- I. "Transit Agency employee" shall mean any part-time or full-time, temporary or regular, exempt or non-exempt, represented or non-represented person, including an intern or contracted party, who is compensated by Jefferson Transit for services by wages, salary, or other remuneration.
- J. "Transit Agency facilities and properties" shall mean all facilities, structures, schedule and news racks, kiosks, fare vending machines, bulletin and information boards, bus stop signs, lands, interest in lands, air rights over lands, and rights of way of all kinds that are owned, leased, held, or used by Jefferson Transit for the purpose of providing public transportation services, including, but not limited to, park and ride lots, transit centers, bus shelters, and public streets and sidewalks that are used by the general public to board and alighting from transit vehicles.
- K. "Transit Agency vehicle" shall mean a municipal transit vehicle defined in RCW 46.04.355. It also includes any Jefferson Transit maintenance vehicle or supervisor van.

- L. "Transit centers" shall mean locations where transit routes have a common terminus and facilities are provided to facilitate general public boarding and alighting from transit vehicles, including all physical improvement and landscaping.
- M. "Transit-related activities" shall mean activities associated with the provision or support of Jefferson Transit's public transportation services, the use of those services by the general public, or Jefferson Transit sales, promotion, and maintenance activities in support of Transit Agency public transportation services.

ARTICLE III. REGULATION OF CONDUCT

A. Prohibited Conduct

The following conduct is prohibited on Jefferson Transit vehicles, within or upon Jefferson Transit facilities or property, and in connection with Transit Agency's provision of public transportation services.

1. Engaging in any conduct prohibited by, but not limited to RCW 9.91.025 or prohibited by any federal, state, or municipal civil or criminal law;
2. Except in a designated place, the use of chewing tobacco or smoking or carrying a lighted or smoldering pipe, cigar, or cigarette; or e-cigarettes;
3. Discarding litter other than in designated receptacles;
4. Dumping or discarding any materials on transit property, including but not limited to hazardous substances and automotive fluids;
5. Playing any radio, recorder, or other sound-production equipment, except that nothing herein shall prohibit the use of such equipment when connected to earphones that limit the sound to individual listeners or the use of communication devices by Jefferson Transit employees, Transit Agency contractors, or public safety officers in the line of duty, or the use of private communication devices used to summon, notify, or communicate with other individuals (e.g., pagers, beepers, or cellular telephones);
6. Spitting, urinating, or defecating, except in the appropriate plumbing fixtures in restroom facilities;
7. Failure to maintain a reasonable level of personal hygiene. It is not Jefferson Transit's objective to enforce personal hygiene standards on the public, but in order to maintain a clean and safe environment to all who use Jefferson Transit vehicles and property, passengers who may contaminate an area due to blood, urine, fecal matter, or other body fluids will be refused transportation. This includes those whose odor is so offensive that others would complain and vacate the immediate area;

8. Carrying any flammable liquid, explosive, acid, or other article or material likely to cause harm to others except that nothing herein shall prevent a person from carrying a cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law or these Rules of Conduct;
9. Obstructing or impeding the flow of Jefferson Transit's vehicles or passenger traffic or hindering or preventing access to Jefferson Transit vehicles, facilities, or property. This includes causing unreasonable delays in boarding or disembarking, blocking or partially blocking an aisle or stairway with a package or object, reclining in more than one seat, or otherwise unlawfully interfering with the provision or use of public transportation services;
10. Disturbing others by engaging in loud, raucous, unruly, harmful, aggressive, violent, or harassing behavior;
11. Destroying, defacing, or otherwise damaging Jefferson Transit property;
12. Possessing any open beverage container holding alcohol or possessing controlled substances, unless otherwise authorized by law;
13. Carrying, exhibiting, displaying, or drawing any firearm, dagger, sword, knife or other cutting or stabbing instrument, club, or any other weapon apparently capable of producing bodily harm, in a manner, under circumstances, and at a time and place that either manifests an intent to intimidate another or that warrants alarm for the safety of other persons, unless otherwise authorized by law;
14. Throwing an object at Jefferson Transit vehicles, facilities, or property, or throwing an object at any person on Jefferson Transit property;
15. Allowing any animal to occupy a seat on transit property, to run at large, to unreasonably disturb others, to leave waste matter on Transit Agency property, or to interfere with transit-related activities;
16. Engages in other conduct that is inconsistent with the intended purpose of the transit facility, transit station, or transit vehicle and refuses to obey the lawful commands of an agent of Jefferson Transit or a law enforcement officer to cease such conduct;
17. Roller-skating, rollerblading, skateboarding, riding bicycles, unicycles, mopeds, or other motorcycles, except where public vehicle travel and access is permitted;
18. Eating on Jefferson Transit vehicles or in prohibited areas of Jefferson Transit facilities and properties;
19. Drinking, except from a spill-proof covered container, on Jefferson Transit vehicles or in prohibited areas of Jefferson Transit facilities and properties;
20. Using a public address system, loudspeaker, or other sound-amplifying device, except as authorized by Jefferson Transit or its designee;
21. Using Jefferson Transit property for residential or commercial parking purposes except as authorized by Jefferson Transit or its designee;
22. Operating, stopping, standing, or parking a vehicle in any roadway or location restricted for use only by Jefferson Transit vehicles or otherwise restricted;

23. Sitting or lying on floors of Jefferson Transit vehicles. Sitting or lying on floors, sidewalks, asphalt, or other ground covering in or on Jefferson Transit facilities and properties which would obstruct or impede the flow of Jefferson Transit's vehicles or passenger traffic;
24. Sleeping, camping, or storing personal property on benches or floors on or within Jefferson Transit vehicles, facilities, properties, unless otherwise authorized by law;
25. Entering or remaining upon any nonpublic areas of Jefferson Transit facilities or properties, including, but not limited to, staging areas, work areas, and equipment rooms, except when authorized by Jefferson Transit or its designee;
26. Sitting or remaining in an area marked as reserved for senior citizens or paratransit customers without proof of age or current paratransit ID card;
27. Entering Jefferson Transit vehicles, facilities, or properties without wearing a shirt or shoes unless medical accommodation is required;
28. Engaging in commercial activities, except when such activities are authorized by Jefferson Transit or its designee in a written permit, license, concession contract, lease, or other written authorization;
29. Committing any act which tends to create or incite, or creates or incites, an immediate breach of peace, including, but not limited to,
 - (a) fighting,
 - (b) racing,
 - (c) obscene language and noisy or boisterous conduct tending to cause a breach of the peace, and
 - (d) personally abusive epithets or words or language of an offensive, disgusting, or insulting nature, which epithets, words, or language when addressed to the ordinary citizen are, as a matter of common knowledge, inherently likely to provoke a violent reaction of fear, anger, or apprehension;
30. Engaging in sexual activity with self or others while riding or accessing Jefferson Transit vehicles, facilities, or properties;
31. Displaying or reading pornographic material where others may see it;
32. Engaging in gambling or any game of chance for the winning of money or anything of value;
33. Entering Jefferson Transit vehicles, facilities, or properties when lacking the ability to care for oneself because of illness, intoxication, or medication(s);
34. Extending an object or a portion of one's body through the door or window of a Jefferson Transit vehicle;

35. Hanging or swinging on bars or stanchions with feet off the floor while on Jefferson transit property or hanging onto or otherwise attaching oneself to the exterior of a Jefferson transit vehicle or other transit property;
36. Loitering;
37. Refusing to allow proper securement of a wheelchair on Jefferson Transit vehicles;
38. Failure to pay the appropriate fare as required by the Jefferson Transit Authority; or falsely representing oneself as eligible for a special or reduced fare or obtaining any permit or pass related to Jefferson Transit by making a false representation;
39. Falsely claiming to be a Jefferson Transit operator or other Jefferson Transit employee or volunteer, or, through words, actions and/or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creating a false impression that one is a Jefferson Transit operator or other Jefferson Transit employee or volunteer;
40. Interfering or tampering with mobile data computers, fare boxes, or any other equipment on Jefferson Transit vehicles or properties;
41. Laying hands or verbally intimidating a Jefferson Transit operator or Jefferson Transit employee, including spitting on them.
42. Exceeding the number of no-shows allowed under the paratransit policy provided that trips missed for reasons beyond the customer's control shall not be counted as no-shows;
43. Impeding paratransit service through non-compliance with the paratransit procedures; and
44. Violating an exclusion order issued under these Rules of Conduct.

B. Enforcement

1. Exclusion from Service.

(a) **Basis for Exclusion.** Any person engaging in prohibited conduct under these provisions of Article III, Section A, may be refused entrance upon, ordered to leave, or otherwise restricted in the use of Jefferson Transit vehicles, facilities, or properties by a commissioned law enforcement official, Jefferson Transit personnel, or authorized personnel of a Jefferson Transit contracted service provider. Failure to immediately comply with such a removal or exclusion order may be grounds for prosecution for criminal trespass and/or unlawful transit conduct.

(b) **Immediate Exclusion or Removal.** A Jefferson Transit employee may immediately reseal, refuse transportation, or remove from Jefferson Transit vehicles, facilities, or properties without prior written notice a person who has engaged in prohibited conduct under Article III, Section A, which, in the Jefferson

Transit employee's discretion, poses a safety or security risk, interferes with or impinges on the rights of others, impedes the free flow of the general public, or impedes the orderly and efficient use of Jefferson Transit vehicles, facilities, or properties. If an individual who is immediately excluded or removed is also excluded from future access to Jefferson Transit vehicles, facilities, or properties, Jefferson Transit should, to the extent possible, give notice to that individual of the future exclusion pursuant to section (B) (c).

- (c) **Notice Procedure.** Jefferson Transit may give a person to be excluded from Jefferson Transit vehicles, facilities, or properties written notice, to the extent possible, by personal delivery or by U.S. Postal Service Priority Mail, delivery confirmation requested, addressed to the person's last known address. The notice shall specify the reason or reasons for exclusion, identify the scope, duration, and effective date of the exclusion, and explain the appeal process. The exclusion notice is effective upon actual or constructive receipt.
- (d) **Constructive Receipt.** Receipt of an exclusion notice is construed to have occurred if the person knew or reasonably should have known from the circumstances that he or she is excluded from Jefferson Transit vehicles, facilities, or properties. Receipt of an exclusion notice is also presumed to have been accomplished three calendar days after the notice has been placed in the U.S. Mail to the person's last known mailing address.
- (e) **Length of Exclusion.** The following suggested exclusion lengths are guidelines to be used by Jefferson Transit in determining the duration of a particular exclusion under the provisions of Article III. The actual exclusion period imposed may be shorter or longer depending on the circumstances of each case. Circumstances that Jefferson Transit may consider in determining the length of exclusion include, but are not limited to, the circumstances of the incident and the individual's history of documented prior conduct/incidents while using or accessing Jefferson Transit vehicles, facilities, or properties. **Permanent exclusion may be appropriate under certain circumstances.**
 - (1) If the person being excluded has had no policy violations, including exclusions or removals, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 30 days.

- b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 60 days.
- (2) If the person being excluded has had one prior policy violation, including exclusions or removals, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 60 days.
 - b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 90 days.
- (3) If the person being excluded has had two or more prior policy violations, including exclusions or removals, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 90 days.
 - b. The prohibited conduct would constitute a felony in Washington State; the exclusion should not exceed 120 days.
- (4) If the prohibited conduct is identified as a crime against a person or property, involves a firearm or other dangerous weapon, the duration of the exclusion could range from 365 days to permanent.
- (f) **Appeal Procedure.** Not later than 15 calendar days after exclusion notice becomes effective, an excluded person may appeal in writing to the Jefferson Transit Operations Manager for a review of the exclusion. The appellant may request a hearing, or the appellant may request review without a hearing based on a written statement setting forth the reasons why the appellant believes exclusion is invalid or improper. If the appellant is unable to respond in writing, Jefferson Transit will make reasonable accommodations. If no hearing is requested, the Jefferson Transit Operations Manager, or his or her designee, shall render a written decision within 20 calendar days after Jefferson Transit's receipt of the appeal. If the exclusion is 60 days or less a request may be heard within 5 working days after exclusion notice becomes effective. This request must be in writing to Jefferson Transit setting forth the reasons why the appellant believes exclusion is invalid or improper.

(g) **Hearing.** If the appellant does request a hearing, the hearing shall be held within 30 calendar days after Jefferson Transit's receipt of the appeal, and the hearing may be recorded. The Jefferson Transit Operations Manager, or his or her designee, shall render a written decision within 20 calendar days after the hearing. The appellant may be represented by counsel and may present witnesses to testify upon oath or affirmation in support of the appeal. The Operations Manager may also hear from witnesses who testify upon oath or affirmation, and he or she may examine evidence during the appeal hearing. The exclusion shall remain in effect during the appeal process.

(h) If permanently excluded from Jefferson Transit vehicles and/or property, you may appeal exclusion on an annual basis.

2. Other Laws Not Limited.

The enforcement of Article III herein is not intended to limit, in any manner, the enforcement of any applicable federal, state, or municipal laws, provided that Jefferson Transit employees and volunteers are not authorized to assist in enforcing a court order prohibiting or restricting contact with any other person other than to notify appropriate law enforcement personnel via Jefferson Transit's dispatcher.

c. **Liability**

Nothing in Article III herein shall create a duty to any person on the part of Jefferson Transit or form any basis for liability on the part of Jefferson Transit, its officers, agents, employees, or volunteers. The obligation to comply with Article III is solely that of any person entering and using Jefferson Transit's vehicles, facilities, and properties, and Jefferson Transit's enforcement of Article III is discretionary not mandatory.



Agenda Item 3d.

Meeting Date: August 16, 2011

Subject: Approve Archaeological Scope of Work and Budget

Prepared By: Rachel Katz

Approved By: _____

Summary:

As reported in July, Jefferson Transit is moving forward with an archaeological survey on the Four Corners property as required by the Washington State Department of Archaeology and Historic Preservation. Jefferson Transit has selected AMEC as the preferred provider and has negotiated a scope of work (attached) for the price detailed in the attached budget.

Jefferson Transit Cultural Resources Survey

Exhibit A: Scope of work

DRAFT

Task 1. Background Data Review

Conduct background research using appropriate local and other resources pursuant to two objectives:

1. Developing a thorough description of the area of potential effects (APE)
2. Developing a full understanding of the historical context, land use patterns and any previously identified sites within the APE

AMEC will review ethnographic and historical literature on Native American and early Euro American uses of the project area, historic maps, county and statewide predictive models and previous cultural resource reports of the area to better understand the potential for unknown and significant archaeological resources within the project area. Information obtained in the literature review and record search will also refine knowledge of the types and conditions of sites to be anticipated during field investigations. The information reviewed will be used in the preparation of the APE letter and the discipline report.

Task 2. SHPO Coordination/Tribal Consultation

AMEC will coordinate with Jefferson Transit, State Historic Preservation Officer (SHPO), FTA and Tribal Historic Preservation Officers (THPOs), if applicable, in determining the project APE. AMEC will prepare a consultation letter describing the APE and coordinate with the SHPO to ensure that the APE has been adequately defined and that the SHPO concurs with the boundaries. This letter will be forwarded to Jefferson Transit for submittal to FTA and the SHPO.

Deliverable: Consultation Letter – APE

Task 3. Archaeological Field Work

AMEC archaeologists will systematically inspect the APE for surface artifacts and buried subsurface deposits within the Project's APE. The main objective are 1) identify any present archaeological resource within the Project's APE; and 2) identify any historic building and/or structure located within the Project's APE. AMEC will notify Jefferson Transit at least one week before the fieldwork is scheduled to begin to allow proper notification for a utilities locate. Archaeological fieldwork will be done by pedestrian survey and shovel test probing, as follows:

Pedestrian Survey. Prior to commencing fieldwork, AMEC will coordinate with Jefferson Transit concerning access to the APE. Surface inspection will entail walking over the land surface in transects spaced less than 30 feet (10 m) apart and inspecting all exposed ground. Any archaeological materials thus found will be flagged for later documentation. A metal detector will be deployed at the discretion of the Principal Investigator in an attempt to locate any buried historic metal objects within the APE. Any discovered historic metal object will be mapped by GPS, documented in place and returned to its find spot. Also at this time, any historic building

and/or structure located within or directly adjacent to the Project's APE will be documented on a Washington State Historic Property Inventory Form and entered into the DAHP Historic Property Inventory Database.

Shovel Test Probes. Subsurface archaeological survey will be done by excavating shovel test probes. Shovel test probes will be excavated as follows: average of six (6) shovel test probes per acre. The Project's direct APE is over 10 acres. Not more than 70 shovel test probes will be excavated during the proposed subsurface archaeological survey. Shovel test probes will measure approximately 30 to 40 cms at the surface. The depth of the shovel test probes is not likely to exceed 100 cm; if fine-textured sediments exceed this depth, the excavators will extend the unit up to 50-75 cm more using a 10-cm diameter bucket auger. The water table will more than likely dictate the actual depth of the excavated shovel test probes.

All excavated sediments will be screened through 1/4-inch mesh in approximately 8-inch (20 cm) lifts. Shovel test probing results will be documented on AMEC auger/shovel testing forms; any finds will be recorded by depth and stratigraphic context. If archaeological materials are found in a shovel test probe, additional test units will be placed around the initial find in order to determine the extent of the resource. All shovel test probes will be backfilled upon completion.

Any archaeological materials found during survey and/or shovel test probe excavation will be documented by depth, photographed, described, and left on site. Any temporally or functionally diagnostic artifacts found will be mapped using GPS, photographed, and left on site. There will be no collection of artifacts during the fieldwork portion of this project, unless circumstances of the find require collection and further analysis. This will be at the discretion of the Principal-in-Charge in coordination with the Jefferson Transit Project Manager.

Any archaeological site or isolate discovered during the project will be documented on Washington State DAHP Archaeological Site/Isolated Find record forms.

An Out-of-Field Memo (sent via Email) will be provided to Jefferson Transit within one week of completion of fieldwork. This brief memo will provide an instant snapshot of our fieldwork results and provide information that can be used in on-going Native American consultation and coordination.

Deliverables: Out-of-Field Memo, DAHP Site Inventory and Historic Property Inventory forms

Task 4. Draft Cultural Resources Assessment Report

AMEC will evaluate findings from Task 4 to determine the potential effects of Jefferson Transit's construction project on historic, cultural and archaeological resources. AMEC will prepare a preliminary draft report containing the findings of the project evaluation and submit to Jefferson Transit for review and comment. Following approval of the draft report by Jefferson Transit and the FTA, Jefferson Transit shall submit the final report to SHPO for concurrence and a Determination of Effect. FTA shall coordinate a 30-day review of the project report by the SHPO and affected Tribes.

Deliverable: Draft Cultural Resources Assessment Report

Task 5. Final Report

Following review by Jefferson Transit, FTA, SHPO and Tribes, AMEC will submit a final report to Jefferson Transit and SHPO, which will address specific concerns and/or recommendations made during the review of the draft report.

The Final report will be transmitted according to DAHP protocols, using all relevant historical property inventory and archeological site forms.

Deliverable: Final Report

Task 6. Project Management

AMEC's Project Manager will maintain contact with Jefferson Transit's Project Manager via telephone and email. The PM will also monitor project task performance, schedule, budget, and approve project expenses. The PM will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

1. Jefferson Transit will provide all rights of access.
2. The project limits will be staked in the field or clearly identified on project engineering maps before archaeological survey begins.
3. The Project's APE does not exceed 11 acres.
4. Not more than 70 shovel test probes will be excavated at a width of 30-40 cm diameter at the surface and a depth of not more than 39 inches (100 cm). If necessary, an auger will be deployed to reach depths up to 150 cm below the ground surface.
5. All structures built in 1963 and earlier located within the Project's APE will be inventoried and evaluated for listing in the National Register of Historic Properties.
6. Not more than two tax parcels adjacent to the Project's APE have historic buildings and/or structures on them. Historic Property Inventory Forms for all historic buildings and/or structures will be completed.
7. Jefferson Transit will be responsible for any necessary utilities location.
8. Weather conditions permitting - Fieldwork to be accomplished in not more than four (4) field days.
9. Fieldwork includes survey, documentation, and evaluation of archaeological resources only. Should archaeological testing or data recovery efforts are determined necessary, a new scope and budget will need to be submitted.
10. Human remains will not be encountered.
11. Not more than two archaeological sites will be discovered and require documentation. If more archaeological sites are found needing documentation, the scope of work and budget will be amended.
12. The report will not exceed 40 pages of text (not including appendices) and 5 exhibits.

13. Report will undergo one cycle of review and comment; Jefferson Transit will collate all comments into a single list for response by AMEC.
14. There will be no collection of artifacts during the fieldwork portion of this project, unless the circumstance of a find warrants collection for further analysis. This will be handled in coordination between the Principal-in-Charge and the Jefferson Transit PM.

Jefferson Transit Furnished Materials

Jefferson Transit has supplied, or will supply or facilitate AMEC acquisition of the following documents needed for this project. These documents include:

- Preliminary engineering plan maps showing the location and horizontal extent for the project (APE);
- A general location map;
- Additional descriptive information; and
- Right of access.

AMEC Deliverables

- Out-of-Field Memo (Electronic mail)
- Cultural Resources Draft Summary Report (Electronic copy only; both PDF and Word)
- Cultural Resources Final Report (5 hard copies and one electronic copy in PDF format on CD)
- Archaeological site inventory forms and Historic Property Inventory Forms in PDF format.

Proposal Due Date: ASAP
Date of Estimate: 8/8/2011

Client Name: <u>Jefferson Transit</u>		Task 1		Task 2		Task 3		Task 3		Task 3		Task 4		Project Total	
Project Name: <u>Cultural Resources Survey</u>		Record Search/Literature Review		Agency Coordination/Tribal Consultation		Fieldwork		Draft Technical Report		Final Technical Report		Project Management		Totals	
Prepared By: <u>Jason Cooper</u>															
Reviewed By: <u>Meg Strong</u>															
Prepared For: <u>Rachel Katz</u>															
AMEC Direct Labor															
<i>(List categories or titles)</i>	<i>(List employee names)</i>	Labor Rate	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	
Principal in Charge	Cooper, Jason	\$ 114.79			2.0	\$ 229.58			2.0	\$ 229.58	2.0	\$ 229.58	6.0	\$ 688.74	12.0 \$ 1,377.48
Senior Archaeologist	Rooke, Lara	\$ 93.21							4.0	\$ 372.84					4.0 \$ 372.84
Field Archaeologist	Greene, Jim	\$ 69.52			8.0	\$ 556.16	24.0	\$ 1,668.48	40.0	\$ 2,780.80	8.0	\$ 556.16			80.0 \$ 5,561.60
Crew Chief	Gerrish, Tim	\$ 47.54	8.0	\$ 380.32			24.0	\$ 1,140.96		\$ -					32.0 \$ 1,521.28
Field Tech	Scott, Emily	\$ 52.85	8.0	\$ 422.80			24.0	\$ 1,268.40	16.0	\$ 845.60					48.0 \$ 2,536.80
GIS	McWilliams, Tyler	\$ 45.44					24.0	\$ 1,090.56	16.0	\$ 727.04					40.0 \$ 1,817.60
Admin	Hansen, Amy	\$ 63.60								\$ -	2.0	\$ 127.20	2.0	\$ 127.20	4.0 \$ 254.40
Word Processing	Stonehous, Lucas	\$ 55.67			2.0	\$ 111.34			4.0	\$ 222.68					6.0 \$ 334.02
															0.0 \$ -
Total Direct Labor			16.0	\$ 803.12	12.0	\$ 897.08	96.0	\$ 5,168.40	82.0	\$ 5,178.54	12.0	\$ 912.94	8.0	\$ 815.94	226.0 \$ 13,776.02
AMEC ODCs															
Reproduction - Color		\$ 15.00		\$ -		\$ -		\$ -		\$ -	5.0	\$ 75.00			5 \$ 75.00
Reproduction - B/W		\$ 10.00		\$ -		\$ -		\$ -		\$ -	5.0	\$ 50.00			5 \$ 50.00
Correspondence (commercial rate)		\$ 15.00		\$ -	1	\$ 15.00		\$ -		\$ -	2.0	\$ 30.00			3 \$ 45.00
Mileage (cost varies)		\$ 0.510		\$ -		\$ -	200	\$ 102.00		\$ -		\$ -			200 \$ 102.00
Meals (per diem)		\$ 61.00		\$ -		\$ -	12	\$ 732.00		\$ -		\$ -			12 \$ 732.00
Lodging		\$ 94.00		\$ -		\$ -	8	\$ 752.00		\$ -		\$ -			8 \$ 752.00
Camera		\$ 10.00		\$ -		\$ -	3	\$ 30.00		\$ -		\$ -			3 \$ 30.00
GPS		\$ 25.00		\$ -		\$ -	3	\$ 75.00		\$ -		\$ -			3 \$ 75.00
Ferry		\$ 50.00		\$ -		\$ -	1	\$ 50.00		\$ -		\$ -			1 \$ 50.00
Subtotal				\$ -		\$ 15.00		\$ 1,741.00		\$ -		\$ 155.00			\$ 1,911.00
Subtotal				\$ -		\$ -		\$ -		\$ -		\$ -			\$ -
Total ODCs				\$ -		\$ 15.00		\$ 1,741.00		\$ -		\$ 155.00			\$ 1,911.00
				\$ -		\$ -		\$ -		\$ -		\$ -			\$ -
Total ODCs incl markup		0.15		\$ -		\$ 17.25		\$ 2,002.15		\$ -		\$ 178.25			\$ 2,197.65
Grand Total				\$ 803.12		\$ 914.33		\$ 7,170.55		\$ 5,178.54		\$ 1,091.19		\$ 815.94	\$ 15,973.67




Agenda Item 4a.

Meeting Date: August 16, 2011

Subject: Resolution 11-25: Signer for Department of Ecology

Prepared By: Natalie Patten

Approved By: 

Summary: The Department of Ecology needs an authorized signer for all permits and documents that they request. Resolution 11-25 authorizes the General Manager to be the legal signer on all Department of Ecology documents for Jefferson Transit.




Agenda Item 4b.

Meeting Date: August 16, 2011

Subject: Resolution 11-26: Auditing Officer

Prepared By: Natalie Patten

Approved By: 

Summary:

The role of the auditor is to review and certify accounts payable vouchers (Chapter 42.24 RCW). General Manager, Tammi Rubert needs to be appointed as the Auditing Officer for Jefferson Transit.

Recommendation:

Assign auditor role to General Manager, Tammi Rubert.

Motion for Consideration:

Approve Resolution 11-26: Auditing Officer



Agenda Item 4c.

Meeting Date: August 16, 2011

Subject: **Resolution 11-27: Fiscal Check Signers**

Prepared By: Natalie Patten

Approved By: _____

Summary

Jefferson Transit requires two signers on all fiscal account checks. Resolution 11-27 designates staff and board members as designated signers. Due to staff changes, an updated list needs to be given to the Jefferson County Treasurers office and Bank of America.

Recommendation:

Authorize Tammi Rubert, Ben Arnold, Rachel Katz and Patty Perry to be designated signers. Authorize Catharine Robinson and David Sullivan to be back up signers in the event that 2 staff signers are not available.

Motion for Consideration:

Approve Resolution 11-27: Fiscal Check Signers

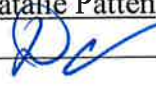


Agenda Item 4d.

Meeting Date: August 16, 2011

Subject: Resolution 11-28: Agreement for Legal Services

Prepared By: Natalie Patten

Approved By: 

Summary:

Resolution 11-28 is for an Agreement for Legal Services between Miller, Freedman & Associates, P.S. and Jefferson Transit Authority.

Craig L Miller of Miller, Freedman and Associates, P.S. will be listed with the Federal Transportation Administration and Washington State Department of Transportation as Jefferson Transit's Attorney on Record.

Recommendation:

Authorize Tammi Rubert, General Manager to sign the Agreement for Legal Services with Miller, Freedman and Associates, P.S.

Motion for Consideration:

Approve Resolution 11-28

AGREEMENT FOR LEGAL SERVICES

This Agreement is made the 16th day of August, 2011 by and between Jefferson Transit Authority, a municipal corporation, hereinafter referred to as "JTA" and Miller, Freedman and Associates, P.S., hereinafter referred to as the "Contractor," for the purpose of providing the legal services described herein. The term of the Agreement shall be from the date of execution through December 31, 2012, unless earlier terminated as provided for herein.

Section 1. Description of Services

The Contractor agrees to provide and JTA agrees to accept legal services from the Contractor in regard to provision by JTA of services to the public, operation of JTA in conformance with state law, and such other legal services as may be requested by JTA.

Section 2. Consideration

As consideration for the services provided, JTA agrees to pay compensation in the amount of \$175.00 per hour as the billing rate for services provided.

All payments under this Agreement are considered compensation for services rendered. Each request for payment herein is to be submitted in a form acceptable to JTA and shall be supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claims and in accordance with customary procedures.

Section 3. Billing Procedures

The Contractor shall submit written requests for compensation of services upon a monthly basis. Said requests shall be submitted to JTA at its administrative offices.

JTA agrees to make payment for services provided as approved by JTA within FORTY-FIVE (45) working days following receipt of the Contractor's request for compensation; provided, that no payment shall be made in the month services are rendered unless otherwise approved by JTA.

Section 4. Records and Reports

The Contractor shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed under this Agreement.

Section 5. Communications

Communications between the Contractor and JTA shall be addressed to the regular place of business. In the case of the Contractor, the address shall be:

Miller, Freedman and Associates, P.S
711 East Front Street, Suite No. A
Port Angeles, Washington 98362

In the case of JTA, communications shall be sent to:

General Manager
Jefferson Transit Authority
1615 West Sims Way
Port Townsend, WA 98368

Section 6. Administration of Contract

JTA hereby appoints and the Contractor hereby accepts the Chairman of JTA's Board or his/her designee as JTA's primary representative for the purpose of administering the provisions of this Agreement. The Contractor hereby appoints Craig L. Miller as its primary representative; provided, that the parties recognize that, from time-to-time, other members of the firm may provide the services called for under this Agreement.

Section 7. Reduction in Funding

In the event that funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, JTA may terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that JTA deems that the continuation of the services covered by this Agreement is no longer in the best interest of JTA, JTA may terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Contractor.

Section 8. Assignment and/or Subcontracting

The performance of all activities contemplated by this Agreement shall be accomplished personally by the Contractor. The Contractor shall not assign or subcontract performance to others unless specifically authorized in writing by JTA in advance. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

Section 9. Safeguarding Client Information

The Contractor agrees that confidential information obtained from JTA shall not be disclosed except upon the written consent of JTA.

Section 10. Nature of Agreement

The Contractor and JTA hereby agree that this Agreement is for the performance of professional services and not a contract of employment. The Contractor shall not become an employee of JTA and is not entitled to any of the benefits provided to JTA employees, including but not limited to, personnel services and/or grievance procedures. This Agreement shall not create any employment rights.

Section 11. Nonwaiver of Breach

The failure of JTA to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

Section 12. Time for Performance

Any work continuing after the completion of this agreement, unless otherwise agreed upon in writing, will be in violation of this Agreement and municipal auditing requirements and will be at the Contractor's expense.

Section 14. Modification

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

Section 15. Licensing in Compliance with Laws and Regulations

The Contractor agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals, if any.

Section 16. Severability

It is understood and agreed to by the parties hereto that if any part of this Agreement is illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be modified to conform to such statutory provisions.

Jefferson Transit Authority

Miller, Freedman and Associates, P.S

Craig L. Miller
Primary Representative

Date

Date

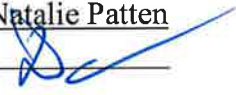


Agenda Item 4e.

Meeting Date: August 16, 2011

Subject: Resolution 11-29: GCA6825 Operating Grant Agreement

Prepared By: Natalie Patten

Approved By: 

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 11-29 authorizes the Board Chair to sign and execute Grant Agreement GCA 6825.

Recommendation:

Authorize the Board Chair to sign and execute Grant Agreement GCA 6825

Motion for Consideration:

Approve Resolution 11-29

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: Steve Abernathy 360-705-7929	Contractor: Jefferson Transit Authority 1615 W. Sims Way Port Townsend, WA 96368 Contact Person: Rachel Katz 360-385-3020								
	Term of Project: July 1, 2011 through June 30, 2013								
Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	Federal ID #: 91-1124781								
	Project Title: Operating funding assistance as described in Exhibit I, Scope of Work and Budget								
Service Area: As defined in attached Exhibit I	CFDA: 20.509 (5311)								
	Project Costs: <table><tr><td>Federal Funds</td><td>\$519,534</td></tr><tr><td>State Funds</td><td>\$1,118,624</td></tr><tr><td>Contractor Funds</td><td>\$2,859,549</td></tr><tr><td>Total Project Cost</td><td>\$4,497,707</td></tr></table>		Federal Funds	\$519,534	State Funds	\$1,118,624	Contractor Funds	\$2,859,549	Total Project Cost
Federal Funds	\$519,534								
State Funds	\$1,118,624								
Contractor Funds	\$2,859,549								
Total Project Cost	\$4,497,707								
Agreement Number: GCA6825									

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.; 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 2011, chapter 367, 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 2011-2013 biennial appropriations to WSDOT;

WHEREAS, funding is authorized under 49 USC § 5311; and any subsequent amendments and resolutions thereto;

WHEREAS, WSDOT's Public Transportation Division administers the Rural Mobility Grant Program funds to provide transportation related support of persons in non-urbanized and small urban areas;

WHEREAS, WSDOT's Public Transportation Division administers the Tax Equalization Revenue Transit Formula Grant Program to provide assistance to transit agencies for transportation related support of persons in non-urbanized and small urban areas;

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* 2011 version, 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*, 2011 version, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning date or after the ending date shown. 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, 2012, for any unreimbursed eligible expenditures incurred between July 1, 2011, and June 30, 2012. 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, 2013, 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, 2013 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*, 2011 version, 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*, 2011 version, 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*, 2011 version, and any amendments thereto. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

Section 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, 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, review the "Excluded Parties Listing System" at <http://epls.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 the 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 (17) dated October 1, 2010, 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/TEAM_Master_Agreement_2011_17-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, creed, national origin, sex, 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," and any other applicable Federal directives 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, creed, 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, creed, 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 the requirements of 49 USC § 5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The CONTRACTOR also 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 5620.3, "Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, 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 SAFETEA-LU, 23 USC §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and

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 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. 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 §§ 701 *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," and DOT Order 3902.10, "Text Messaging While Driving." 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 CONTRACTOR hereby accepts the issuing and service of process by registered mail at the mailing address shown in the caption space headers above of this AGREEMENT titled CONTRACTOR and Washington State Department of Transportation. 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

By: _____
Brian Lagerberg, Director
Public Transportation Division

Date: _____

CONTRACTOR

By: _____
Authorized Representative

Title: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM

By: Susan Cruise
Assistant Attorney General

Date: June 6, 2011

Exhibit I

SCOPE OF WORK AND BUDGET

Total Project Cost	
Federal Funds	\$519,534
State Funds	\$1,118,624
Contractor Funds	\$2,859,549
Total Project Cost	\$4,497,707

Funding by Project

PROJECT A

Scope of Work: Provide operating funding assistance to sustain existing general public fixed-route bus and complimentary Dial-A-Ride services for special-needs persons in East Jefferson County service area.

Funding	Percentage	Current 2011-2012	Projected 2012-2013	Totals
FTA 5311	10%	\$342,101	\$342,100	\$684,201
Rural Mobility Competitive	19%	\$684,201		\$684,201
Contractor Funds	71%	\$2,517,021		\$2,517,021
Total Project Cost	100%	\$3,543,323		\$3,885,423

Budget: Funding and percentages identified reflect current project funds for 2011-2012. 2012-2013 Projected 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	Totals
FTA 5311	19%	\$177,433
Rural Mobility Competitive	19%	\$177,433
Rural Tax Equalization Formula	9%	\$81,579
Paratransit Special Needs Formula	18%	\$175,411
Contractor Funds	35%	\$342,528
Total Project Cost	100%	\$954,384

Budget: Funding and percentages identified reflect total project funds for 2011-2013.



Agenda Item 4f.

Meeting Date: August 16, 2011

Subject: Resolution 11-30: Warrant Cancellation

Prepared By: Natalie Patten

Approved By: 

Summary:

The Jefferson County Treasurer's office processes all warrants for Jefferson Transit. A resolution is needed to cancel outstanding warrants that have not been presented for payment in over a year since their issuance.

Recommendation:

Move to approve Resolution 11-30

Motion for Consideration:

Approve Resolution 11-30

JEFFERSON TRANSIT AUTHORITY

RESOLUTION 11-30:

Warrant Cancellation

A **RESOLUTION**, of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", to authorize the Jefferson County Treasurer's Office to cancel outstanding warrants that have not been presented for payment a year since issuance.

WHEREAS, the Authority pays claims using warrants or checks; and

WHEREAS, the Jefferson County Treasurers Office processes all Jefferson Transit Authority Operational Warrants; and

WHEREAS, warrants of any municipal corporation not presented within one year of their issue shall be cancelled by the passage of a resolution of the governing body (RCW 36.22.100)

WHEREAS, the following warrants were issued but have not been presented for payment in over a year:

<u>Warrant No.</u>	<u>Issue Date</u>	<u>Amount</u>
86169	07/01/2009	\$236.00
86260	07/27/2009	\$40.00
86884	12/14/2009	\$29.38

NOW, THEREFORE, BE IT RESOLVED that the Authority Board does hereby authorize the Jefferson County Treasurers' office to cancel the outstanding warrants described above.

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on August 16, 2011.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

Resolution 11-30: Warrant Cancellation

Adopted: 08-16-2011

Page 1 of 1

JEFFERSON COUNTY TREASURER

P.O. Box 571 - Port Townsend, Washington 98368

Email: jmorris@co.jefferson.wa.us

www.co.jefferson.wa.us



TO: Jefferson Transit
FROM: Jefferson County Treasurer
Kathy Hough, Investment Officer/Accountant
DATE: August 9, 2011
RE Resolution to cancel warrants

Warrants of any municipal corporation not presented within one year of their issue shall be cancelled by the passage of a resolution of the governing body. (Ref: RCW 36.22.100)

In order to comply with the referenced RCW, I am requesting a resolution from you to cancel the outstanding warrants listed below.

Warrant No.	Issue Date	Amount	Warrant No.	Issue Date	Amount
86169	7/1/2009	236.00			
86260	7/27/2009	40.00			
86884	12/14/2009	29.38			

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

JULY, 2011

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	2453	15	68	335	2479	141	7.32	0.99	17.43
#3 Castle Hill Connector	2387	9	217	335	3049	144	7.13	0.78	16.57
#11 Shuttle	8933	51	285	670	2613	248	13.33	3.42	36.03
LOCAL TOTAL	13773	75	570	1340	8141	533	9.26	1.73	23.35

COMMUTER									
#1 Brinnon	1203	0	129	180	7650	194	6.68	0.16	6.19
#6A Tri Area Loop (5)	1720	2	173	120	3108	100	14.33	0.55	17.27
#6B Tri Area Loop (6)	1472	1	177	95	2461	79	15.49	0.60	18.67
#7 Poulsbo	2680	5	206	180	7542	193	14.89	0.36	13.91
#8 Sequim	2353	5	162	220	7568	172	10.70	0.31	13.71
COMMUTER TOTAL	9428	13	847	795	28329	737	12.42	0.40	13.95

SPECIAL EVENTS	Boardings	Runs per event
Rhody Festival 05-21-2011	162	2

WEST JEFFERSON	1556	2	87	180	11597	400	8.64	0.13	3.89
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TOTAL MONTHLY	24757	90	1417	2315	48066	1670	10.11	0.75	13.73
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Weekdays in Month Saturdays in Month Sundays in Month

VANPOOL			
	Passenger Trips	Miles Travelled	Average Riders Per Van
Vanpool	1584	12101	6.14

DIAL A RIDE

	Boardings	Runs	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour	New Applicants
Dial A Ride	1330	1206	5835	481	1.10	0.23	2.76	8

**Boardings includes Passenger and Attendant if needed*

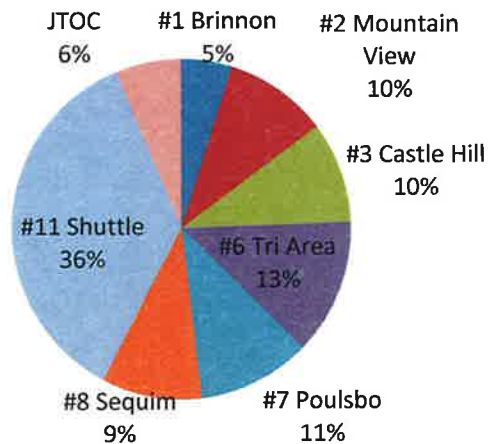
RIDERSHIP DASHBOARD

YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

JTA Monthly Percentage of Ridership- July 2011

Total
Ridership for
July 2011

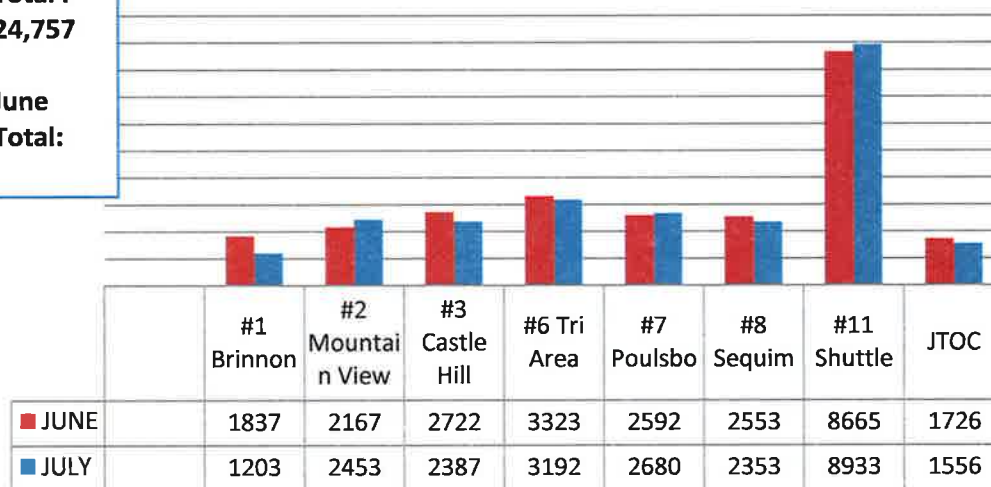
24757
(100%)



Month to Month Route Comparison

July
Total :
24,757

June
Total:



YTD Ridership by Route and Year

