

# Jefferson Transit Authority

## Resolution No. 09-26

*A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", authorizing the Authority Chair to sign and execute Grant Agreement GCA 6174*

WHEREAS, 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 .

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


BE IT RESOLVED that the chair of the Authority is hereby authorized to sign the grant agreement numbered GCA 6174 with the Washington State Department of Transportation.

### CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on this 20th day of October, 2009.

  
Chair

  
Vice-Chair

  
Member

  
Member

  
Member

Attest:

  
Clerk of the Authority

Federal/State Operating Grant Agreement									
WSDOT GRANT PROGRAM (select one): <input checked="" type="checkbox"/> Consolidated Grant Program <input type="checkbox"/> Regional Mobility Grant Program									
<b>Washington State Department of Transportation</b> Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387  WSDOT Contact: Stephen Abernathy (360) 705-7929	<b>CONTRACTOR:</b> <b>Jefferson Transit Authority</b> 1615 West Sims Way Port Townsend, WA 98368-3090  Contact Person: Dave Turissini (360) 385-3020 x107								
<b>Term of Project:</b> July 1, 2009 through June 30, 2011	<b>Federal ID #:</b> 91-1124781								
<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	<b>Project Title:</b> Operating funding assistance as described in Exhibit I, Scope of Work and Budget								
	<b>CFDA:</b> 20.509 (5311)								
<b>Service Area:</b> As defined in attached Exhibit I	<b>Project Costs:</b> <table><tr><td>Federal Funds \$</td><td>1,114,431</td></tr><tr><td>State Funds \$</td><td>397,926</td></tr><tr><td>Contractor Funds \$</td><td>2,290,912</td></tr><tr><td>Total Project Cost \$</td><td>3,803,269</td></tr></table>	Federal Funds \$	1,114,431	State Funds \$	397,926	Contractor Funds \$	2,290,912	Total Project Cost \$	3,803,269
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Contractor Funds \$	2,290,912								
Total Project Cost \$	3,803,269								
<b>Agreement Number:</b> GCA6174									

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 21<sup>st</sup> 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 FTA administers to the extent FTA so determines;

WHEREAS, the State of Washington in its Sessions Laws of 2009, chapter 470, section 222 provides Rural Mobility, Paratransit/Special Needs, Regional Mobility and other special proviso funding through the multi-modal transportation account and regional mobility grant program account as identified in the budget through its 2009-2011 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 assistance for transportation related support of persons in non-urbanized and small urban areas;

WHEREAS, WSDOT’s Public Transportation Division administers the Tax Equalization Revenue Transit Equity Grant Program funds 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;

**Section 38  
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. 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 39  
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 40  
Severability**

Should any section, term or provision of this AGREEMENT be adjudged as 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 41  
Section Headings**

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

**Section 42  
Execution**

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

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Kathryn W. Taylor  
Director, Public Transportation

**CONTRACTOR**

By: David Sullivan  
Authorized Representative

Print Name David Sullivan

Print Title Chair, Jefferson Transit Authority Board  
Who certifies authority to execute this AGREEMENT  
on behalf of the CONTRACTOR.

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

Date: 10/20/09

Approved as to form only:

By: SUSAN CRUISE,  
Assistant Attorney General

Date: July 17, 2009