

Jefferson Transit Authority

Resolution 09-27

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 6337

WHEREAS, Jefferson Transit Authority has been awarded capital funding assistance for the purpose of purchasing two mid-sized transit vehicles and two coaches authorized under the American Recovery and Reinvestment Act; Now, therefore,


BE IT RESOLVED that the Chair of the Authority is hereby authorized to sign GCA 6337 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 October 20, 2009.


David Sullivan, Chair



Catharine Robinson, Vice Chair


Member


Member


Member

Attest:


Clerk of the Authority

Federal ARRA Capital Grant Agreement			
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387		Contractor Jefferson Transit Authority 1615 West Sims Way Port Townsend, WA 98368-3090	
Contact: Ronda Fullerton (360) 705-7911		Contact: Leigh Kennel (360) 385-3020 x 122	
CFDA# 20.509		Federal ID #: 91-1124781	
Project Costs		DUNS #: 102852019	
Federal Funds	\$ 1,010,000	CCR #: 5F1H1	
Contractor Funds	\$ 0		
Total Funds	\$ 1,010,000		
AGREEMENT NUMBER GCA6337		Scope of Project: As set forth in Exhibit I, Scope of Project and Budget, attached and incorporated by this reference.	
Term of Project: July 1, 2009 through the useful life of the Project Equipment.		Service Area: Jefferson County	

THIS AGREEMENT, entered into by the State of Washington Department of Transportation, hereinafter “WSDOT,” and the above contractor, hereinafter “CONTRACTOR,” and/or individually referred to the “PARTY” and collectively referred to as the “PARTIES,” WITNESSETH THAT:

WHEREAS, Federal funding is authorized under the American Recovery and Reinvestment Act of 2009 (ARRA), enacted as Public Law 111-5, February 17, 2009, page H.R.1-95, for transit capital assistance grants authorized under section 5302(a)(1) of title 49, United States Code (USC) through the Federal Transit Administration (FTA); and

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

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, “Scope of Project and Budget,” which is incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

The purpose of this AGREEMENT is to provide funding to the CONTRACTOR for the acquisition of capital equipment to be used in the undertaking of public transportation services to the residents and people within the State, hereinafter referred to as the “Project.”

Section 2

Scope of Project

The CONTRACTOR shall undertake and complete the purchase of the capital equipment (Project Equipment) as detailed in Exhibit I, “Scope of Project and Budget,” which is by this reference fully incorporated herein as if fully set out in this AGREEMENT, and operate the Project Equipment within the area described in the caption space header above 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 above by this reference are incorporated herein as if fully set out in this AGREEMENT.

Section 3

Term of Project

The Project period of this AGREEMENT shall begin on the date shown in the caption space header above titled “Term of Project” and continues through the useful life of the Project Equipment, regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein. WSDOT has defined the useful life of vehicle Project Equipment shown as the Vehicle Disposition Schedule in WSDOT’s “Guide for Managing Your Public Transportation Grant for 2009-2011 State and Federal Grants Awarded by the Washington State Department of Transportation,” (Guide for Managing Public Transportation Grants) and any revisions thereto, which is by this reference incorporated as if fully set out and shall constitute a full provision and

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 48
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 49
Section Headings

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

Section 50
Execution

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

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: _____
Authorized Representative

Print Name David Sullivan

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

Date: _____

Date: 10/20/2009

Approved as to form only:

By: Susan Cruise
Assistant Attorney General

Date: October 2, 2009