

Jefferson Transit Authority

Resolution 09-30

Federal/State Capital Consolidated Grant Agreement Authorizing the Board Chair to Execute Agreement GCA 6175


WHEREAS, Jefferson Transit Authority has been awarded capital funding assistance for the purpose of purchase of four replacement vehicles authorized under 49 USC chapter 53, Title 23 USC, SAFETEA-LU, TEA-21 and 49 USC § 5309 and State of Washington Rural Mobility funding; Now, therefore,

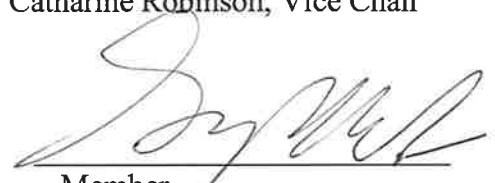
BE IT RESOLVED that the Chair of the Authority is hereby authorized to sign the Federal/State Capital Consolidated Grant Agreement with the Washington State Department of Transportation;

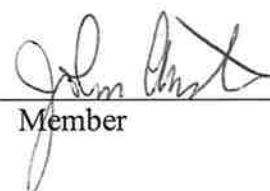
CERTIFICATION

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 17th day of November, 2009.


David Sullivan, Chair


Catharine Robinson, Vice Chair


Member


Member

Member

Attest:


Clerk of the Authority

Federal/State Capital Consolidated Grant Agreement	
Washington State Department of Transportation 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 Contact: Steve Abernathy (360) 705-7929	CONTRACTOR: Jefferson Transit Authority 1615 West Sims Way Port Townsend, WA 98368-3090 Contact Person: Dave Turissini (360) 385-3020 x107
CFDA# 20.500 (5309)	Federal ID #: 91-1124781
Project Costs	
Federal Funds	\$ 704,350
State Funds	\$ 205,718
Contractor Funds	\$ 0
Total Funds	\$ 910,068
AGREEMENT NUMBER GCA 6175	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 49 U.S.C. chapter 53, Title 23 U.S.C. (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 legislation that the Federal Transit Administration (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 and Paratransit/Special Needs, Regional Mobility and other special proviso funding through the multi-modal transportation account and the 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 § 5309, 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;

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 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 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