



**JEFFERSON TRANSIT
AUTHORITY BOARD MEETING**
Tuesday, September 15, 2015 1:30 p.m.
63 Four Corners Road, Port Townsend, WA
AGENDA

Call to Order/Welcome

Public Comments

New Agenda Items

- I. Finance Report**
 - a. August 2015
- II. Consent Agenda**
 - a. Approval of Minutes, August 18, 2015
 - b. Approval of Expenses, August 2015
- III. Old Business**
- IV. New Business**
 - a. Discussion: Surplus Property List (no action required)
 - b. Resolution 15-15: GCB2069 Operating Grant Agreement
 - c. Resolution 15-16: Amendment No. 1 to Interlocal Agreement
 - d. Resolution 15-17: Interlocal Agreement for Mutual Aid
- V. Reports**
 - a. Operations Report
 - b. Maintenance Report
 - c. Other Reports
- VI. Ridership Report**

Public Comments

Executive Session for discussion regarding personnel per RCW 42.30.110

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 TDD/TTY users dial 711 to reach a relay operator.



1615 W. Sims Way, Port Townsend, WA 98368

September 9, 2015

TO: Board of Trustees, Jefferson Transit Authority

FROM: Sara Crouch, Finance/HR Manager

RE: August 2015 Financial Report

Sales Tax Analysis Reports –

- Sales tax for June 2015 is 11% higher than received for June 2014. Cumulatively JTA is up 7% compared to the budgeted sales tax figures.

Revenue Report –

- Fixed Route Revenues are nearly at budget, JTOC, DAR and Vanpool under.

Expense Report – Overall JTA is 6.74% under budget

- **Labor** – We have seen an increase in fixed route overtime over the summer months. Administration salaries are slightly over budget, a large portion of the variance is due to the facility move and the need to have the IT Administrator working full time during the transition. The IT Administrator position has returned to part-time status.
- **Benefits** –
 - Holiday is over budget because we “front load” the two personal holidays each employee receives annually, however this figure continues to level out as the year progresses.
 - Other Benefits has come in line with budget as predicted.
- **Service and User Fees** – Overall on track
 - Professional and Technical Services – tracking over budget at this time, monitoring, a Phase 2 Environmental Study may be performed on the Sims Way property which will have a budgetary impact.
 - Vehicle Technical Services – Major body repair on 502, will be subrogated through insurance, but must be listed as an expense
 - Property Maintenance Services – these are expenses associated with preparing Haines Place Transit Center for transit occupancy, maintaining the Sims Way property, and to a lesser extent the 4 Corners property. The majority of the expenses were posted during the moves to/from these locations. Was 9.8% over budget in July, now it is 5.3% over budget, so this is a timing issue.
- **Materials and Supplied Consumed**
 - Vehicle Maintenance and Repair Parts is over budget, part of this is due to the surplus of parts that we no longer use; those items had to be “expensed” from the inventory.
 - Office Supplies – over budget, needed to purchase office equipment (mail boxes, two office chairs) due to move – will continue to monitor.
 - Computer Programs & Supplies is over budget and will remain over budget.
- The remaining over budget or under budget figures are due to timing.

Capital Activity –

- Capital activity in August: Construction and Construction Phase design services, final payment for paint project at HPTC and phone system purchase.



August 2015 Financial Summary

Budget Tracking Figure: 66.64%

1. Operational Expenses:	\$300,281.39
Operational Revenues:	\$16,358.75
Non-Operational Income:	\$447,297.38
Capital Expenses:	\$38,343.96
Capital Income:	\$0.00
2. Sales Tax Received 8/31/2015 for June 2015:	\$394,409.20
Sales Tax Received 8/31/2014 for June 2014:	\$354,351.27
Sales tax increased from prior year 11%	
3. Cash on Hand as of August 31, 2015*:	
Operating:	\$1,145,934.34
Operating Reserve (50% Funded):	\$550,000.00
(Minimum Funding Required \$1,100,000)	
Capital Account:	\$623,639.04
Capital Reserve:	\$573,263.69
Unemployment Reserve:	\$21,575.00
Bond Payment Reserve:	\$35,133.30
Bond Reserve:	\$85,250.00
EFT Fund:	\$107,211.47
Travel Fund:	\$1,071.04
Total	\$3,143,077.88**

*"Cash on Hand" differs from the "Statement of Cash Flows" report in that Cash on Hand is a summary of the cash balances in all Jefferson Transit Bank/Cash accounts. The Statement of Cash Flows is an accrual report that includes accounts payable and accounts receivable as well as cash/accrual payments in the accounting system.

**Includes funding amounts for Capital and Operating Reserves that will be funded as budgeted.

Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Eight Months Ending August 31, 2015

	August	Year to Date
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$3,074,561.43	\$3,961,628.00
Operating Cash Provided/(Used) by:		
Operating Activities	(\$329,453.27)	(\$2,805,858.05)
Non-Capital Financing Activities	\$399,083.58	\$3,340,278.70
Investing Activities	\$313.80	\$2,660.15
Total Operating Cash Provided/(Used)	\$69,944.11	\$537,080.80
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	\$1,805.66	(\$1,352,397.60)
Net Increase/(Decrease) Cash and Equivalent	\$71,749.77	(\$815,316.80)
CASH BALANCES - END OF PERIOD	\$3,146,311.20	\$3,146,311.20

Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Eight Months Ending August 31, 2015

	August	YTD	Budget	% of Actual vs. Budget
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$16,358.75	\$132,879.67	\$209,680.00	63.37%
Operating Expenses				
Labor	156,702.43	1,224,102.97	1,884,121.00	64.97%
Benefits	100,446.33	857,818.18	1,423,526.00	60.26%
Services and User Fees	11,297.53	115,117.76	182,150.00	63.20%
Materials & Supplies	18,490.75	288,525.89	605,010.00	47.69%
Utilities	2,786.43	40,020.68	83,690.00	47.82%
Casualty/Liability Costs	8,761.66	70,093.28	108,480.00	64.61%
Taxes	434.90	3,558.23	8,028.00	44.32%
Miscellaneous Expenses	1,217.16	27,112.84	83,441.00	32.49%
Leases and Rentals	144.20	11,248.39	24,240.00	46.40%
Total Operating Expenses	300,281.39	2,637,598.22	4,402,686.00	59.91%
Operating Income (Loss)	(283,922.64)	(2,504,718.55)	(4,193,006.00)	59.74%
Non-Operating Revenues				
Non-Transportation Revenue	1,238.18	17,616.99	13,011.00	135.40%
Taxes Levied by Transit	354,673.20	2,561,676.27	3,514,918.00	72.88%
Local Grants & Contributions	1,250.00	11,500.00	17,500.00	65.71%
State Grants & Contributions	21,665.00	364,932.43	199,600.00	182.83%
Federal Grants & Contributions	68,471.00	356,442.00	814,932.00	43.74%
Total Non-Operating Revenues	447,297.38	3,333,560.85	4,581,353.00	72.76%
Net Income (Loss) Before Transfers In/(Out)	163,374.74	828,842.30	388,347.00	213.43%
Net Income/(Loss)	163,374.74	828,842.30	388,347.00	213.43%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Eight Months Ending August 31, 2015

	<u>August</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$11,869.26	\$94,396.20	\$142,800.00	66.10%
Fixed Route Fares - West - JTOC	212.38	2,689.61	5,400.00	49.81%
Dial-a-Ride Fares (DAR)	611.11	6,759.86	13,200.00	51.21%
Vanpools	3,601.00	28,514.00	45,000.00	63.36%
Extended Service			2,500.00	0.00%
 Auxiliary Transportation Revenues				
Other Services Revenue	65.00	520.00	780.00	66.67%
Total Operating Revenues	16,358.75	132,879.67	209,680.00	63.37%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	313.80	2,660.15	1,704.00	156.11%
Public Donations	5.00	123.70		0.00%
Other Nontransportation Revenues	919.38	14,833.14	11,307.00	131.19%
 Taxes Levied Directly by Transit System - Sales & Use Tax	354,673.20	2,561,676.27	3,514,918.00	72.88%
Special Sales Tax Receipts - Miscellaneous		21,393.16	21,392.00	100.01%
 Local Grants and Contributions				
JTOC	1,250.00	10,000.00	15,000.00	66.67%
WSTIP		1,500.00	2,500.00	60.00%
 State Grants and Contributions				
Rural Mobility Competitive	21,665.00	364,639.00	193,600.00	188.35%
RTAP		293.43	6,000.00	4.89%
 Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	68,471.00	356,442.00	814,932.00	43.74%
 Capital Contributions - Local/State/Federal				
Capital Contributions - FTA 5311, Equipment Assistance (Federal)		791,588.46		0.00%
Capital Contributions - FTA 5311(f), Equipment Assistance (Federal)		468,187.00		0.00%
Total Nonoperating Revenues	447,297.38	4,593,336.31	4,581,353.00	100.26%
TOTAL REVENUES	463,656.13	4,726,215.98	4,791,033.00	98.65%

**Jefferson Transit Authority
Expense Statement
For the Eight Months Ending August 31, 2015**

	August	YTD	Budget	% of Actual vs. Budget
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$50,099.58	\$406,900.61	\$614,707.00	66.19%
Operators Overtime - Fixed Route	8,539.23	40,454.10	53,864.00	75.10%
Operators Salaries & Wages - Dial-a-Ride (DAR)	8,804.29	78,511.16	157,420.00	49.87%
Operators Overtime - Dial-a-Ride (DAR)	1,370.89	4,240.37	7,269.00	58.33%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	44,822.51	338,145.58	530,549.00	63.74%
Other Overtime (Mntce, Dispatch, Cust Serv)	3,337.39	27,500.78	44,322.00	62.05%
Administration Salaries	39,728.54	328,350.37	475,990.00	68.98%
Benefits				
FICA	13,288.26	104,307.51	178,869.00	58.32%
Pension Plans (PERS)	18,920.26	141,222.15	226,231.00	62.42%
Medical Plans	38,110.98	304,219.10	499,313.00	60.93%
Dental Plans	3,097.76	24,524.63	43,695.00	56.13%
Unemployment Insurance (UI)			9,068.00	0.00%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,177.07	32,001.09	72,009.00	44.44%
Holiday	507.47	58,000.57	84,850.00	68.36%
General Leave	21,162.33	164,373.63	254,955.00	64.47%
Other Paid Absence (Court Duty & Bereavement)	603.56	7,788.94	14,686.00	53.04%
Uniforms, Work Clothing & Tools Allowance	110.95	4,231.35	13,350.00	31.70%
Other Benefits (HRA, EAP & Wellness)	467.69	17,149.21	26,500.00	64.71%
Service and User Fees				
Vanpool Services and Fees			3,000.00	0.00%
Advertising Fees	53.75	9,511.88	18,250.00	52.12%
Professional & Technical Services	1,313.96	54,999.90	77,050.00	71.38%
Contract Maintenance Services (IT Services)		1,104.25	2,125.00	51.96%
Security Services		678.53	4,400.00	15.42%
Vehicle Technical Services	7,773.61	21,692.38	30,750.00	70.54%
Property Maintenance Services	473.46	8,987.74	12,500.00	71.90%
Software Maintenance Fees	1,335.25	13,075.60	23,175.00	56.42%
Postage & Mail Meter Fees		1,777.48	3,600.00	49.37%
Drug & Alcohol Services	232.50	2,295.00	4,800.00	47.81%
Other Services & User Fees	115.00	995.00	2,500.00	39.80%
Materials and Supplies Consumed				
Fuel	16,156.55	170,872.81	407,000.00	41.98%
Tires	(2,437.32)	6,846.95	31,500.00	21.74%
Lubrication	(361.63)	4,626.91	10,550.00	43.86%
Tools	70.61	5,186.32	10,000.00	51.86%
Vehicle Maintenance & Repair Parts	2,694.10	50,615.13	62,000.00	81.64%
Non-Vehicle Maintenance & Repair Parts	150.49	3,411.30	8,240.00	41.40%
Vehicle Accessories			1,350.00	0.00%
Park & Ride Materials		521.54	3,000.00	17.38%
Shop Supplies (Maintenance & Cleaning)	1,116.83	11,983.37	18,500.00	64.77%
Safety & Emergency Supplies	45.02	772.94	8,550.00	9.04%
Office Supplies	(191.29)	10,729.08	13,420.00	79.95%
Computer Programs & Supplies	963.01	6,274.11	2,750.00	228.15%
Printing (Photocopier, Schedules & Brochures)	284.38	16,359.73	26,150.00	62.56%
Other Materials & Supplies		325.70	2,000.00	16.29%
Utilities				
Water, Sewer & Solid Garbage	558.59	10,126.32	26,920.00	37.62%
Utilities (Electrical & Propane)		8,481.78	23,475.00	36.13%
Telephone & Internet	2,227.84	21,412.58	33,295.00	64.31%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	8,761.66	70,093.28	108,480.00	64.61%
Taxes				
State Taxes	315.07	2,559.93	4,278.00	59.84%
Vehicle Licensing & Registration Fees			750.00	0.00%
Other Licensing Fees & Taxes	119.83	998.30	3,000.00	33.28%

**Jefferson Transit Authority
Expense Statement
For the Eight Months Ending August 31, 2015**

	<u>August</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$549.08	\$6,244.10	\$15,591.00	40.05%
Travel & Meetings	448.08	7,827.20	29,900.00	26.18%
Safety Program (Rodeo & Safety Rewards)		690.73	6,500.00	10.63%
Training (Classes, Seminars & Materials)	100.00	11,236.81	26,550.00	42.32%
EE CDL and EE Physical Expense	120.00	1,114.00	4,600.00	24.22%
Other Miscellaneous			300.00	0.00%
Interest Expense				
Interest on Long-term Debt Obligation		85.00		0.00%
Leases and Rentals				
Transit Way & Passenger Stations	144.20	558.02	1,800.00	31.00%
Service Vehicles & Equipment		3,200.24	9,000.00	35.56%
Other General Administration Facilities		7,490.13	13,440.00	55.73%
TOTAL OPERATING EXPENSES	<u>300,281.39</u>	<u>2,637,683.22</u>	<u>4,402,686.00</u>	<u>59.91%</u>

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis

Projection Year

2015

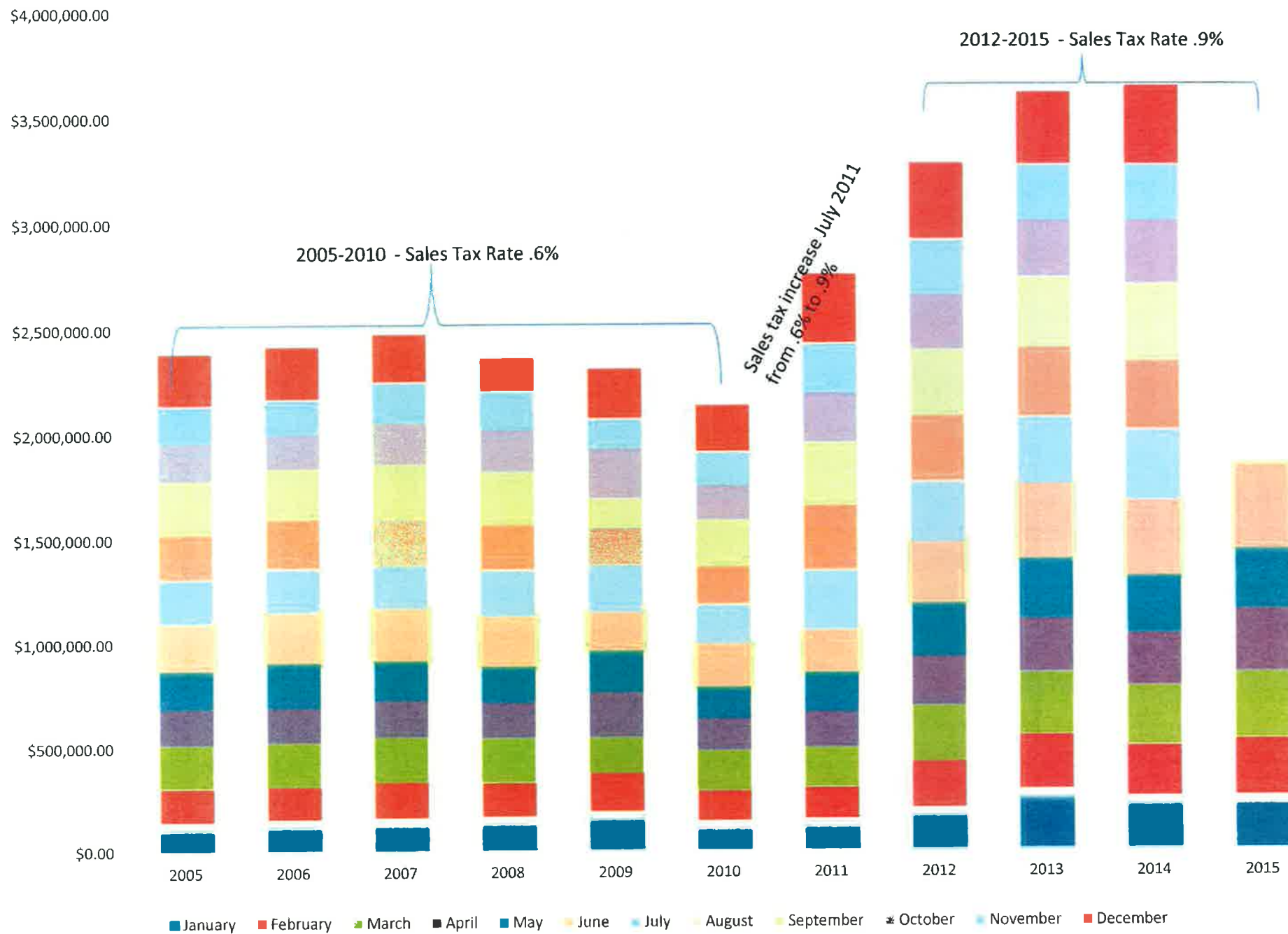
Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Monthly Act to Bud Variance	2015 Cumulative Cash Actual Sales Tax Received	2015 Cumulative Cash Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,865.96	\$261,546.64	\$263,071.24	\$234,370.59	\$246,090.00	6.41%	\$261,865.96	246,090.00	6.41%
February	0.90%	\$374,287.05	\$344,682.23	\$361,349.36	\$331,924.43	\$338,020.00	10.73%	\$636,153.01	584,110.00	8.91%
March	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$897,970.98	846,540.00	6.08%
April	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$1,169,417.80	1,098,510.00	6.45%
May	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$1,490,072.16	1,392,994.00	6.97%
June	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,792,903.96	1,652,536.00	8.49%
July	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$2,085,263.07	1,939,496.00	7.52%
August	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$2,479,672.27	2,302,707.00	7.69%
September	0.90%		\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	0.00%	\$0.00	2,645,346.00	
October	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,968,821.00	
November	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	3,278,312.00	
December	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	3,525,405.00	
Total		\$2,479,672.27	\$3,620,676.50	\$3,639,307.56	\$3,226,039.90	\$3,525,405.00	0.00%			
Monthly Average		\$309,959.03	\$301,723.04	\$303,275.63	\$268,836.66	\$293,783.75				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Actual to Budgeted Variance	2015 Cumulative Accrual Actual Sales Tax Received	2015 Cumulative Accrual Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$261,817.97	262,430.00	(0.23%)
February	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$533,264.79	514,400.00	3.67%
March	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$853,919.15	808,884.00	5.57%
April	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,156,750.95	1,068,426.00	8.27%
May	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$1,449,110.06	1,355,386.00	6.91%
June	0.90%	\$394,409.20	\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	8.59%	\$1,843,519.26	1,718,597.00	7.27%
July	0.90%		\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	0.00%	\$0.00	2,061,236.00	
August	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,384,711.00	
September	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	2,694,202.00	
October	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	2,941,295.00	
November	0.90%		\$261,865.96	\$263,071.24	\$241,672.00	\$241,672.00	0.00%	\$0.00	3,182,967.00	
December	0.90%		\$374,287.05	\$344,682.23	\$361,349.36	\$331,952.00	0.00%	\$0.00	3,514,919.00	
Total		\$1,843,519.26	\$3,650,600.64	\$3,621,115.83	\$3,284,165.48	\$3,514,919.00	0.00%			
Monthly Average		\$307,253.21	\$304,216.72	\$301,759.65	\$273,680.46	\$292,909.92				

Jefferson Transit Authority - 2005-2015 Cumulative Sales Tax (Accrual Based)



Jefferson Transit
Treasury Pool Investments Account (Capital) and Checking Account
Capital Projects Tracking Report
July 2015

Current Account Status	Balance per Bank @ 7/31/15	\$ 1,234,941.44	\$ -
Balance per GL @ 6/30/15		\$ 1,248,727.15	
	Transfers - In	\$ -	
	Transfers - In (Bond Financing)	\$ -	
	Debt Financing Expenses	\$ -	
	Reimbursement	\$ -	
	Investment Interest	\$ 78.33	
	Transfers - Out (Purchases)	\$ (13,864.04)	
	Transfers - Out (Bond Reserves)	\$ -	
Balance per GL @ 7/31/15		\$ 1,234,941.44	

2015 Capital Projects				
Facility		Grant Funding	JTA Funding	JTA Appropriation
	2015 Budgeted Balance	\$ 480,000.00	\$ 120,000.00	\$ (120,000.00)
	Change to Add Regional STP funds	\$ 493,717.00	\$ 77,054.00	\$ (77,054.00)
	STP-Flex for Fuel Island	\$ 272,000.00	\$ 68,000.00	\$ (68,000.00)
	JTA Outlay	\$ -	\$ 1,795,222.00	\$ (1,795,222.00)
Monthly Payments		\$ -	\$ -	\$ -
	Jan-15 Pease, TCF, PT	\$ (178,456.00)	\$ (44,614.13)	\$ 44,614.13
	Feb-15 Pease, TCF, PT, Materials Testing	\$ (476,249.84)	\$ (119,062.46)	\$ 119,062.46
	Mar-15 Pease, TCF, PT, Materials Testing	\$ (311,775.30)	\$ (77,943.82)	\$ 77,943.82
	Apr-15 Pease, TCF, PT, Materials Testing, Other	\$ (359,660.07)	\$ (153,202.07)	\$ 153,202.07
	May-15 Pease, TCF, PT, Materials Testing, Other	\$ (321,911.26)	\$ (421,961.04)	\$ 421,961.04
	Jun-15 Pease, TCF, Permitting	\$ -	\$ (341,528.19)	\$ 341,528.19
	Jul-15 Pease, Permit, TCF, Furniture, Eco-Lift, Other	\$ -	\$ (354,190.34)	\$ 354,190.34
	Aug-15 Pease, TCF	\$ -	\$ (37,228.09)	\$ 37,228.09
	Sep-15			
	Oct-15			
	Nov-15			
	Dec-15			
	Ending Balance			\$ (510,545.86)
Other Building and Structures		Grant Funding	JTA Funding	
Transit Shelter New & Replace	2015 Beginning Balance	\$ 22,472.00	\$ 5,618.00	\$ (5,618.00)
	Solar Lighting for Shelters	\$ (3,316.80)	\$ (829.20)	\$ 829.20
	New Transit Shelter	\$ (10,520.00)	\$ (2,630.00)	\$ 2,630.00
Kiosks and Signage	2015 Beginning Balance	\$ 8,000.00	\$ 2,000.00	\$ (2,000.00)
PNR Upgrades (banners, signs, etc)	2015 Beginning Balance	\$ -	\$ 35,000.00	\$ (35,000.00)
	Paint Shelter Structure		\$ (15,401.88)	\$ 15,401.88
	Retainage, Paint Shelter		\$ (810.62)	\$ 810.62
Four Corners PNR	2015 Beginning Balance	\$ 240,000.00	\$ 60,000.00	\$ (60,000.00)
	Ending Balance			\$ (82,946.30)
Revenue Vehicles				
Cut-a-Way Vehicles	2015 Beginning Balance	\$ 276,000.00	\$ 69,000.00	\$ (69,000.00)
Service Vehicles				
Service Equipment				
	2015 Supplemental Budget		\$ 24,000.00	\$ (24,000.00)
	VoIP Local Host Phone System-Down Pymt		\$ (4,194.35)	\$ 4,194.35
	70% Progress Payment		\$ (16,378.91)	\$ 16,378.91
	Progress Payment		\$ (2,024.18)	\$ 2,024.18
	Additional Radio		\$ (759.19)	\$ 759.19
	Final Expenses related to phone install		\$ (246.25)	\$ 246.75
	Ending Balance			\$ (396.62)
Office Furniture & Equipment				
IT Systems/Trapeze Upgrades	2014 Beginning Balance	\$ 47,090.00	\$ 11,772.00	\$ (11,772.00)
	Trapeze Upgrade 50%	\$ (5,584.20)	\$ (1,396.05)	\$ 1,396.05
	License and Equipment	\$ (1,699.20)	\$ (424.80)	\$ 424.80
	Projector & Attachments	\$ (6,041.26)	\$ (1,510.32)	\$ 1,510.32
	Small Parts Cabinets		\$ (5,851.43)	\$ 5,851.43
	Balance			\$ (2,589.40)
JTA Capital Reserve Account Balance				\$ 1,234,941.44
JTA Appropriated Project Funds Sub-Total				\$ (748,821.10)

Pending Reimbursements
Pending Payments

CAPITAL RESERVE BALANCE **\$ 486,120.34**

Total 2015 Budgeted Capital Projects **\$ 4,106,945.00**

Jefferson Transit Authority/FTA Grant WA-03-0180-02 (Four Corners Facility Project)

Total Project Cost	\$ 4,083,068.00	Equals Total project award plus total match	
FTA FUNDS AWARDED TO JTA		JTA MATCH	
Original	\$ 560,000.00	Match Required	\$ 816,614.00
1st Amendment	\$ 423,679.00		
	\$ 970,874.00		
	\$ 380,361.00		
2nd Amendment	\$ 931,540.00		
Total Project Award from FTA	\$ 3,266,454.00	Total Match	\$ 816,614.00
Disbursements to date	\$ 3,262,178.00	Disbursements to date	\$ 816,614.00
Remaining Balance	\$ 4,276.00	Remaining Balance	\$ -
Team/Disbursements	\$ 3,262,178.00	JTA Match	\$ 816,614.00
Difference	\$ -	Difference	\$ -

Total Project Award and Total Match equal Total Project Cost

Amount spent to date

JTA Has met the FTA match

FTA TEAM/ECHO reconciliation

Detail of Disbursements

Date	Total Amount	FTA Share	JTA Share	Invoice Numbers
1/20/2005	\$ 32,530.35	\$ 26,025.00	\$ 6,505.35	Inv #174437; 57832001; 74572; 6501360 Payroll Sheets
2/7/2005	\$ 74,291.66	\$ 59,434.00	\$ 14,857.66	Inv# HMW 11/1/2004; 2004015-1004; 2004015-1104; 2004015-1204; Misc CC Purch; 127065; 127066; Payroll Reports
4/29/2005	\$ 47,592.07	\$ 38,074.00	\$ 9,518.07	Inv #2004015-0105; 2004015-0205; HMW3/2/05 & HMW4/4/05, 121700
7/13/2005	\$ 34,544.54	\$ 27,636.00	\$ 6,908.54	Inv #040901946; 3166393; 2004015-0405; 2004015-0505; 2004015-0205; HMW 06/01/2005, Sport Townsend
9/13/2005	\$ 41,886.50	\$ 33,510.00	\$ 8,376.50	Inv #PTL 3/2&4/6; 2004015-0605; 2004015-0705; 2004015-0805; HMW 5/2,7/1,8/2,9/1/2005
5/12/2006	\$ 7,537.00	\$ 6,006.00	\$ 1,531.00	Inv # HMW 1/3, 2/1, 3/2, 3/3/2006; 3626
1/24/2007	\$ 268,065.63	\$ 214,452.00	\$ 53,613.63	Inv# HMW 5/1, 6/1, 7/1, 8/1, 9/1, 10/1, 11/1/2006; 2004015-0506; 2004015-0606; 2004015-0706; 2004015-0806; 2004015-0906; 2004015-1006; 2004015-1106; Property Purchase
1/24/2007	\$ (319.00)	\$ (319.00)		correction to 05/12/06 draw
2/2/2007	\$ 14,054.00	\$ 14,054.00		Inv#2004015-1206
9/15/2008	\$ (11,590.00)	\$ (11,590.00)		correction to 02/2/2007 draw
9/24/2008	\$ 139.31	\$ 112.00	\$ 27.31	Inv# HMW 2/1/2007; Safeway, Coffee, Jordini's
9/24/2008	\$ (46.00)	\$ (46.00)		correction to 02/2/2007 draw
5/18/2012	\$ 15,824.74	\$ 12,660.00	\$ 3,164.74	Inv# C15926350; C15926564; 3249925
1/28/2013	\$ 1,798.78	\$ 298.00	\$ 1,500.78	Inv# 11308; 17123-1; 3270127
4/30/2013	\$ 14,419.05	\$ 4,360.00	\$ 10,059.05	Inv# 20130317; 31325; 21314; 17215; 13-056
5/17/2013	\$ 26,532.35	\$ 21,226.00	\$ 5,306.35	Inv# 20130419
8/5/2013	\$ 63,999.21	\$ 47,850.00	\$ 16,149.21	Inv# 20130517; 20130619; 71322; 13-116
9/24/2013	\$ 109,263.62	\$ 78,062.00	\$ 31,201.62	Inv# 201307020; 20130810; 071305; 081306; 091311
10/17/2013	\$ 32,128.03	\$ 24,363.00	\$ 7,765.03	Inv# 20130912; 101311
11/25/2013	\$ 60,655.54	\$ 48,524.00	\$ 12,131.54	Inv# 20131014
1/8/2014	\$ 54,281.46	\$ 38,662.00	\$ 15,619.46	Inv# 20131116; 121313; SEPTICPERMIT14; 11403
1/31/2014	\$ 114,715.46	\$ 90,788.00	\$ 23,927.46	Inv# 111325; 14-004, 14-005, 14-006; 20131212
2/26/2014	\$ 92,386.70	\$ 70,635.00	\$ 21,751.70	Inv# 021414 B, Permit 2-11-2014 B, 14-025 B, 20140113B, 48430 B, 14-018, SEPTICPERMIT14
3/26/2014	\$ 63,285.76	\$ 50,628.00	\$ 12,657.76	00005, 2014Bldg14-00006, 2014Bldg14-
4/21/2014	\$ 41,043.83	\$ 21,359.00	\$ 19,684.83	Inv# 48860, 31419, 1041404, 20140312, 0414118
6/4/2014	\$ 17,092.82	\$ 13,674.00	\$ 3,418.82	Inv# 1218, 49099, 20140415, 51416
7/9/2014	\$ 11,362.00	\$ 9,090.00	\$ 2,272.00	Inv# 20140510, 061411
7/18/2014	\$ 283,306.78	\$ 226,645.00	\$ 56,661.78	Inv# 49488, 1228, 54-572569, 20140611, 100, 071411, Application#1
8/14/2014	\$ 314,402.33	\$ 251,522.00	\$ 62,880.33	Inv# 81414, App #2, 51331, ODT AccFas, 13192
9/23/2014	\$ 414,443.07	\$ 331,554.00	\$ 82,889.07	Inv# 13378; 20140710; 20140811, BLD14-00004, PR#3
10/22/2014	\$ 257,213.70	\$ 205,771.00	\$ 51,442.70	20140905, PR#4, 13583
11/24/2014	\$ 603,988.35	\$ 483,192.00	\$ 120,796.35	091423/141006, 13791, 20141010, 141117, PR#5, 13990/14125
1/5/2015	\$ 223,022.05	\$ 178,418.00	\$ 44,604.05	20141104/141212/141222/PR#6/14253
1/26/2015	\$ 222,687.73	\$ 179,989.00	\$ 42,698.73	20141208; 150115; PR#7 CORRECTION ON PR#3
2/5/2015	\$ 2,061.25	\$ 1,649.00	\$ 412.25	14425 (final 2014 invoice this project)
2/25/2015	\$ 468,112.33	\$ 401,832.00	\$ 66,280.33	20150109; 150220; PR#8; 14586
4/10/2015	\$ 21,729.00	\$ 21,729.00	\$ -	Meter, 20150208, 14757
6/10/2015	\$ 40,350.00	\$ 40,350.00	\$ -	119; DCD14-005, 5, 6, 15; 32; 14966; 15110
Total	\$ 4,078,792.00	\$ 3,262,178.00	\$ 816,614.00	

DRAFT

Jefferson Transit Authority Board

Meeting Minutes

Tuesday, August 18, 2015, 1:30 pm
63 4 Corners Road, Port Townsend, WA

CALL TO ORDER/WELCOME

The meeting was called to order by Jefferson Transit Authority (JTA) Board Chair Phil Johnson at 1:30 p.m. Other members present were Catharine Robinson, David Sullivan, Kathleen Kler, Robert Gray and Lloyd Eisenman for Karen Kautzman.

STAFF PRESENT

General Manager Tammi Rubert, Finance Manager Sara Crouch, Mobility Outreach Manager Leesa Monroe, Fleet and Facilities Manager Ben Arnold, Operations Manager John Koschnick, Grants and Procurement Specialist Cheryl Loran, Customer Service/Office Assistant Miranda Nash, and Executive Assistant/Clerk of the Board Laura Smedley.

PUBLIC COMMENT

Thuy Langsea commented on restrooms at the Haines Place Transit Center.

Burt Langsea commented on past requests made by the public.

Jim Todd commented on Wooden Boat Festival service.

NEW AGENDA ITEMS

Citizens Advisory Board (CAC) discussion.

FINANCE REPORT - Sara Crouch

Please see Attachment A

Ms. Crouch reported on the following items:

- Sales Tax Analysis Reports
- Revenue Report
- Expense Report
- Capital Activity

DRAFT

CONSENT AGENDA

- a. Approval of Minutes July 21, 2015
- b. Approval of Expenses, July 2015

Motion: Catharine Robinson moved to approve the July 2015 Consent Agenda. David Sullivan seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

PUBLIC HEARING

Transit Development Plan (TDP)/State Transportation Improvement Plan (STIP) 2015-2020

Discussion was held.

Public Comment

Cindy Jayne would like to see mobility trends from past years reports and written goals added to the TDP.

Burt Langsea would like to see future goals added to the TDP report.

Debbie Jahnke commented on the possibility of fare-free service.

Cynthia Cohen commented on future Sunday Wooden Boat service.

Jim Todd would like to see future goals added to the TDP report.

The Public Hearing was closed at 2:16 pm.

Discussion was held.

OLD BUSINESS

- a. **Resolution 15-12**: Transportation Development Plan (TDP) 2015-2020

Motion: David Sullivan moved to approve Resolution 15-12 adopting JTA's 2015-2020 Transit Development Plan. Catharine Robinson seconded.

Vote: The motion carried 4-1 by voice vote. Robert Gray opposed.

- b. **Resolution 15-13**: State Transportation Improvement Plan (STIP) 2015-2020

Discussion was held.

Motion: David Sullivan moved to approve Resolution 15-13 adopting JTA's 2015-2020 State Transportation Plan. Kathleen Kler seconded.

Vote: The motion carried unanimously, 5-0 by voice vote.

DRAFT

NEW BUSINESS

Resolution 15-14: Adopting a Policy for Vanpool Pricing

Sara Crouch noted that the prior policy calculation values were not accurate. The calculation paragraph was removed. Catharine Robinson suggested the phrase in the first paragraph regarding the funding source for purchasing new and replacement Vanpools that was cut, be reintroduced. She also noted in the second line of #3 that the words "party vendor" were left out of the sentence.

Motion: Catharine Robinson moved to approve Resolution 15-10 to approve adopting a Policy for Vanpool Pricing with changes. David Sullivan seconded. Vote: The motion carried unanimously, 5-0 by voice vote.

Tammi Rubert requested that a portion of the Operations Report be given at this time.

HOSPITAL CONSTRUCTION IMPLACT – John Koschnick

There will be service changes affecting the Jefferson Healthcare stop on 7th and Sheridan due to the hospital construction project. It is necessary to remove this shelter, so it is not damaged. To continue service to Jefferson Healthcare, JTA has been working with John Nowak. 9th Street between the Emergency Entrance and Dove House will be completed which will allow JTA's buses access to the front entrance of the hospital. The shelter at 10th and Sheridan will not be affected.

Discussion on the Potential Formation of a Citizens Advisory Committee

The process to start an Advisory Committee could begin with a discussion as to why the committee is forming, what their relationship would be to the Board and staff, terms of office, and what the roles and responsibilities are of the CAC.

It was suggested that the Bylaws from the last CAC may be a starting point for the new committee. A work plan and agreement is necessary between the CAC and the Board as to what is needed and how it will be communicated.

The formation of a CAC would be a good topic for a Board Retreat. The Bylaws could be reviewed, and it could be decided what is needed in terms of representation.

REPORTS

General Managers Report – Tammi Rubert

Please see Attachment B

Tammi Rubert reported on the following items:

- Phase I and Phase II Environmental Assessment
- Washington State Transit Association (WSTA)
- New Facility Update
- Board Retreat

DRAFT

OPERATIONS REPORT – John Koschnick

Please see Attachment C

John Koschnick reported on the following items:

- Mason Transit Triton Cove Transfer (Presentation)

MAINTENANCE REPORT – Ben Arnold

Please see Attachment D

Ben Arnold reported on the following items:

- New facility lighting system
- Shelters
- Kiwanis Car Show with 1967

MOBILITY OUTREACH REPORT – Leesa Monroe

Please see Attachment E

Leesa Monroe reported on the following items:

- National Center on Senior Transportation webinar
- Port Ludlow Festival by the Bay
- Haines Place Transit Center customer count

RIDERSHIP

Ridership was down from June to July by .45%, and down overall for the year by 3.01%. Year-to-date route comparisons show Brinnon, Fort Worden and the Shuttle up in ridership, with the remainder of the routes down. Dial-A-Ride boarding's per hour are at 2.67 and there were 4 new applicants.

PUBLIC COMMENT

Cindy Jayne noted that the Climate Action Committee and the Transportation Lab would both be interested in being involved in collaborating with JTA.

Debbie Jahnke commented on the CAC.

Burt Langsea noted the Port Townsend Leader still lists the Lawrence Street Firehouse as the location of the JTA Board meetings.

Jim Todd commented on the CAC meeting location.

DRAFT

ADJOURNMENT

The meeting was adjourned at 3:47 pm. The next regular meeting will be held Tuesday, September 15, 2015, at 1:30 p.m. at 634 Corners Road, Port Townsend.

Laura Smedley, Clerk of the Board

Date



1615 W. Sims Way, Port Townsend, WA 98368

Attachment A

August 13, 2015

TO: Board of Trustees, Jefferson Transit Authority

FROM: Sara Crouch, Finance/HR Manager

RE: July 2015 Financial Report

Sales Tax Analysis Reports –

- Sales tax for May 2015 is 4% higher than received for May 2014. Cumulatively JTA is up 6.9% compared to the budgeted sales tax figures.

Revenue Report –

- Operating Revenues are down compared to budget.
- The final payment on the WSDOT 2013-2015 consolidated grant was received, WSDOT utilized Rural Mobility State funding rather than Federal FTA 5311 funds. This resulted in an adjustment in our accrued revenue (I had to transfer the revenue from federal funding to state funding).

Expense Report – Overall JTA is 5.6% under budget

- **Labor** - Will see increase in overtime over the summer months. Administration salaries are slightly over budget, a large portion of the variance is due to the facility move and the need to have the IT Administrator working full time during the transition. The IT Administrator position has returned to part-time status.
- **Benefits –**
 - Holiday is over budget because we “front load” the two personal holidays each employee receives annually, however this figure continues to level out as the year progresses.
 - Other Benefits is slightly over budget, it is a timing issue and will come in line with budget.
- **Service and User Fees – Overall on track**
 - Professional and Technical Services – tracking over budget at this time, the audit is complete which is a major component of the budget, will continue to monitor.
 - Property Maintenance Services – these are expenses associated with preparing Haines Place Transit Center for transit occupancy, maintaining the Sims Way property, and to a lesser extent the 4 Corners property. The majority of the expenses were posted during the moves to/from these locations. Will continue to monitor, most likely timing issue.
- **Materials and Supplied Consumed**
 - Vehicle Maintenance and Repair Parts is over budget, part of this is due to the surplus of parts that we no longer use; those items had to be “expensed” from the inventory.
 - Computer Programs & Supplies is over budget and will remain over budget.
- The remaining over budget or under budget figures are due to timing.

Capital Activity –

- Capital activity in July: Construction and Construction Phase design services, county fees for plan review over the life of the project, and materials testing fees.



July 2015 Financial Summary

Budget Tracking Figure: 58.3%

1. Operational Expenses:	\$349,531.59
Operational Revenues:	\$16,228.19
Non-Operational Income:	\$444,810.92
Capital Expenses:	\$364,609.23
Capital Income:	\$398,633.78
2. Sales Tax Received 7/31/2015 for May 2015:	\$292,359.11
Sales Tax Received 6/30/2014 for April 2014:	\$279,961.16
Sales tax increased from prior year 4%	
3. Cash on Hand as of July 31, 2015*:	
Operating:	\$1,022,733.37
Operating Reserve (50% Funded):	\$550,000.00
(Minimum Funding Required \$1,100,000)	
Capital Account:	\$661,845.67
Capital Reserve:	\$573,263.69
Unemployment Reserve:	\$21,575.00
Bond Payment Reserve:	\$28,377.34
Bond Reserve:	\$85,250.00
EFT Fund:	\$126,214.43
Travel Fund:	\$1,470.02
Total	\$3,070,729.52**

*"Cash on Hand" differs from the "Statement of Cash Flows" report in that Cash on Hand is a summary of the cash balances in all Jefferson Transit Bank/Cash accounts. The Statement of Cash Flows is an accrual report that includes accounts payable and accounts receivable as well as cash/accrual payments in the accounting system.

**Includes funding amounts for Capital and Operating Reserves that will be funded as budgeted.

Jefferson Transit

Sales Tax Current & Prior Year Actual and Budget Variance Analysis

Projection Year

2015

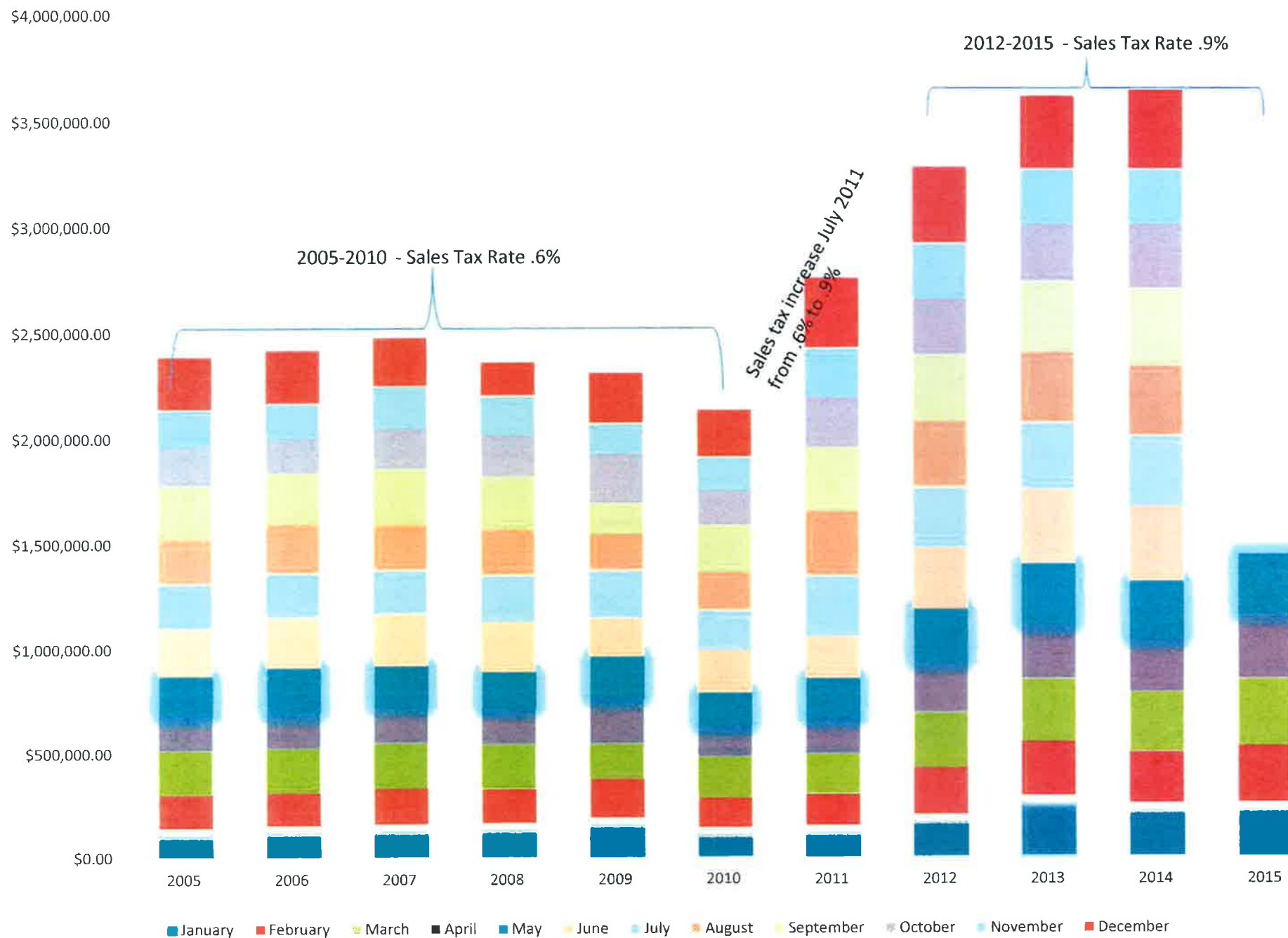
Month Received - Cash Basis (Cash Flow)

Month of Receipt	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Monthly Act to Bud Variance	2015 Cumulative Cash Actual Sales Tax Received	2015 Cumulative Cash Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,865.96	\$261,546.64	\$263,071.24	\$234,370.59	\$246,090.00	6.41%	\$261,865.96	246,090.00	6.41%
February	0.90%	\$374,287.05	\$344,682.23	\$361,349.36	\$331,924.43	\$338,020.00	10.73%	\$636,153.01	584,110.00	8.91%
March	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$897,970.98	846,540.00	6.08%
April	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$1,169,417.80	1,098,510.00	6.45%
May	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$1,490,072.16	1,392,994.00	6.97%
June	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,792,903.96	1,652,536.00	8.49%
July	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$2,085,263.07	1,939,496.00	7.52%
August	0.90%		\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	0.00%	\$0.00	2,302,707.00	
September	0.90%		\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	0.00%	\$0.00	2,645,346.00	
October	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,968,821.00	
November	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	3,278,312.00	
December	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	3,525,405.00	
Total		\$2,085,263.07	\$3,620,676.50	\$3,639,307.66	\$3,226,039.90	\$3,525,405.00	0.00%			
Monthly Average		\$297,894.72	\$301,723.04	\$303,275.63	\$268,836.66	\$293,783.75				

Month Earned - Accrual Basis (Income Statement)

Month Recognized	Tax Rate	2015 Tax	2014 Tax	2013 Tax	2012 Tax	2015 Budget	2015 Actual to Budgeted Variance	2015 Cumulative Accrual Actual Sales Tax Received	2015 Cumulative Accrual Budgeted Sales Tax	2015 Cumulative Actual to Budget Variance
January	0.90%	\$261,817.97	\$256,028.91	\$291,292.37	\$204,854.04	\$262,430.00	(0.23%)	\$261,817.97	262,430.00	(0.23%)
February	0.90%	\$271,446.82	\$245,824.15	\$262,810.78	\$220,498.65	\$251,970.00	7.73%	\$533,264.79	514,400.00	3.67%
March	0.90%	\$320,654.36	\$287,301.65	\$299,768.61	\$266,975.22	\$294,484.00	8.89%	\$853,919.15	808,884.00	5.57%
April	0.90%	\$302,831.80	\$253,212.12	\$258,797.23	\$239,889.31	\$259,542.00	16.68%	\$1,156,750.95	1,068,426.00	8.27%
May	0.90%	\$292,359.11	\$279,961.16	\$292,014.18	\$256,787.52	\$286,960.00	1.88%	\$1,449,110.06	1,355,386.00	6.91%
June	0.90%		\$354,351.27	\$351,405.02	\$291,693.72	\$363,211.00	0.00%	\$0.00	1,718,597.00	
July	0.90%		\$334,282.34	\$317,410.71	\$285,111.93	\$342,639.00	0.00%	\$0.00	2,061,236.00	
August	0.90%		\$328,643.28	\$331,339.51	\$313,703.24	\$323,475.00	0.00%	\$0.00	2,384,711.00	
September	0.90%		\$368,479.21	\$336,708.79	\$314,369.17	\$309,491.00	0.00%	\$0.00	2,694,202.00	
October	0.90%		\$306,363.54	\$273,339.76	\$265,862.08	\$247,093.00	0.00%	\$0.00	2,941,295.00	
November	0.90%		\$261,865.96	\$261,546.64	\$263,071.24	\$241,672.00	0.00%	\$0.00	3,182,967.00	
December	0.90%		\$374,287.05	\$344,682.23	\$361,349.36	\$331,952.00	0.00%	\$0.00	3,514,919.00	
Total		\$1,449,110.06	\$3,650,600.64	\$3,621,115.83	\$3,284,165.48	\$3,514,919.00	0.00%			
Monthly Average		\$289,822.01	\$304,216.72	\$301,759.65	\$273,680.46	\$292,909.92				

Jefferson Transit Authority - 2005-2015 Cumulative Sales Tax (Accrual Based)



**Jefferson Transit Authority
Statement of Cash Flows-Accrual Basis
For the Seven Months Ending July 31, 2015**

	<u>July</u>	<u>Year to Date</u>
STATEMENT OF CASH FLOWS		
Cash Balances - Beginning of Period	\$2,888,973.45	\$3,961,628.00
Operating Cash Provided/(Used) by:		
Operating Activities	(\$780,774.72)	(\$2,516,879.40)
Non-Capital Financing Activities	\$567,863.61	\$2,941,195.12
Investing Activities	\$294.31	\$2,346.35
Total Operating Cash Provided/(Used)	(\$212,616.80)	\$426,662.07
Capital Cash Provided/(Used) by:		
Capital and Related Financing Activities	\$398,054.78	(\$1,313,878.64)
Net Increase/(Decrease) Cash and Equivalent	\$185,437.98	(\$887,216.57)
CASH BALANCES - END OF PERIOD	<u>\$3,074,411.43</u>	<u>\$3,074,411.43</u>

**Jefferson Transit Authority
Statement of Income (Loss) - Accrual Basis
For the Seven Months Ending July 31, 2015**

	<u>July</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
STATEMENT OF INCOME/(LOSS)				
Operating Revenues	\$16,228.19	\$116,521.32	\$209,680.00	55.57%
Operating Expenses				
Labor	166,616.75	1,067,400.54	1,884,121.00	56.65%
Benefits	122,295.62	756,228.61	1,423,526.00	53.12%
Services and User Fees	14,818.29	98,828.97	182,150.00	54.26%
Materials & Supplies	32,085.84	263,359.27	605,010.00	43.53%
Utilities	3,788.96	34,666.93	83,690.00	41.42%
Casualty/Liability Costs	8,761.66	61,331.62	108,480.00	56.54%
Taxes	404.38	3,123.33	8,028.00	38.91%
Miscellaneous Expenses	760.09	25,550.68	83,441.00	30.62%
Leases and Rentals		9,013.62	24,240.00	37.18%
Total Operating Expenses	349,531.59	2,319,503.57	4,402,686.00	52.68%
Operating Income (Loss)	(333,303.40)	(2,202,982.25)	(4,193,006.00)	52.54%
Non-Operating Revenues				
Non-Transportation Revenue	4,146.65	16,378.81	13,011.00	125.88%
Taxes Levied by Transit	348,038.11	2,207,003.07	3,514,918.00	62.79%
Local Grants & Contributions	2,750.00	10,250.00	17,500.00	58.57%
State Grants & Contributions	212,731.16	343,267.43	199,600.00	171.98%
Federal Grants & Contributions	(122,855.00)	287,971.00	814,932.00	35.34%
Total Non-Operating Revenues	444,810.92	2,886,263.47	4,581,353.00	63.00%
Net Income (Loss) Before Transfers In/(Out)	111,507.52	683,281.22	388,347.00	175.95%
Net Income/(Loss)	111,507.52	683,281.22	388,347.00	175.95%

Jefferson Transit Authority
Revenue Statement - Accrual Basis
For the Seven Months Ending July 31, 2015

	<u>July</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING REVENUES				
Passenger Fares for Transit Services				
Fixed Route Fares - East	\$11,031.06	\$82,526.94	\$142,800.00	57.79%
Fixed Route Fares - West - JTOC	581.33	2,477.23	5,400.00	45.87%
Dial-a-Ride Fares (DAR)	905.40	6,148.75	13,200.00	46.58%
Vanpools	3,645.40	24,913.40	45,000.00	55.36%
Extended Service			2,500.00	0.00%
 Auxiliary Transportation Revenues				
Other Services Revenue	65.00	455.00	780.00	58.33%
Total Operating Revenues	16,228.19	116,521.32	209,680.00	55.57%
NONOPERATING REVENUES				
Nontransportation				
Investment (Interest) Income	294.31	2,346.35	1,704.00	137.70%
Public Donations	118.70	118.70		0.00%
Other Nontransportation Revenues	3,733.64	13,913.76	11,307.00	123.05%
Taxes Levied Directly by Transit System - Sales & Use Tax	348,038.11	2,207,003.07	3,514,918.00	62.79%
Special Sales Tax Receipts - Miscellaneous		21,393.16	21,392.00	100.01%
 Local Grants and Contributions				
JTOC	1,250.00	8,750.00	15,000.00	58.33%
WSTIP	1,500.00	1,500.00	2,500.00	60.00%
 State Grants and Contributions				
Rural Mobility Competitive	212,984.00	342,974.00	193,600.00	177.16%
RTAP	(252.84)	293.43	6,000.00	4.89%
 Federal Grants and Contributions (OPERATING)				
Federal Grants and Contributions - FTA 5311	(122,855.00)	287,971.00	814,932.00	35.34%
 Capital Contributions - Local/State/Federal				
Capital Contributions - FTA 5311, Equipment Assistance (Federal)	17,983.04	791,588.46		0.00%
Capital Contributions - FTA 5311(f), Equipment Assistance (Federal)	4,276.00	468,187.00		0.00%
Total Nonoperating Revenues	467,069.96	4,146,038.93	4,581,353.00	90.50%
TOTAL REVENUES	483,298.15	4,262,560.25	4,791,033.00	88.97%

**Jefferson Transit Authority
Expense Statement
For the Seven Months Ending July 31, 2015**

	<u>July</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
OPERATING EXPENSES				
Labor				
Operators Salaries & Wages - Fixed Route	\$50,881.53	\$356,801.03	\$614,707.00	58.04%
Operators Overtime - Fixed Route	11,600.09	31,914.87	53,864.00	59.25%
Operators Salaries & Wages - Dial-a-Ride (DAR)	11,470.10	69,706.87	157,420.00	44.28%
Operators Overtime - Dial-a-Ride (DAR)	846.55	2,869.48	7,269.00	39.48%
Other Salaries & Wages (Mntce, Dispatch, Cust Serv)	46,524.62	293,323.07	530,549.00	55.29%
Other Overtime (Mntce, Dispatch, Cust Serv)	3,900.26	24,163.39	44,322.00	54.52%
Administration Salaries	41,393.60	288,621.83	475,990.00	60.64%
Benefits				
FICA	15,009.32	91,019.25	178,869.00	50.89%
Pension Plans (PERS)	26,711.67	122,301.89	226,231.00	54.06%
Medical Plans	38,293.26	266,108.12	499,313.00	53.29%
Dental Plans	3,156.69	21,426.87	43,695.00	49.04%
Unemployment Insurance (UI)			9,068.00	0.00%
Workers' Compensation Insurance - Labor & Industries (L&I)	4,546.08	27,824.02	72,009.00	38.64%
Holiday	9,148.57	57,493.10	84,850.00	67.76%
General Leave	22,538.18	143,211.30	254,955.00	56.17%
Other Paid Absence (Court Duty & Bereavement)	1,755.54	7,185.38	14,686.00	48.93%
Uniforms, Work Clothing & Tools Allowance	687.41	4,120.40	13,350.00	30.86%
Other Benefits (HRA, EAP & Wellness)	448.90	15,538.28	26,500.00	58.64%
Service and User Fees				
Vanpool Services and Fees			3,000.00	0.00%
Advertising Fees	403.00	9,446.56	18,250.00	51.76%
Professional & Technical Services	12,186.51	51,911.67	77,050.00	67.37%
Contract Maintenance Services (IT Services)		400.00	2,125.00	18.82%
Security Services		678.53	4,400.00	15.42%
Vehicle Technical Services		11,766.20	30,750.00	38.26%
Property Maintenance Services	415.55	8,514.28	12,500.00	68.11%
Software Maintenance Fees	1,335.25	11,740.35	23,175.00	50.66%
Postage & Mail Meter Fees	80.48	1,515.88	3,600.00	42.11%
Drug & Alcohol Services	232.50	1,975.50	4,800.00	41.16%
Other Services & User Fees	165.00	880.00	2,500.00	35.20%
Materials and Supplies Consumed				
Fuel	13,871.42	150,730.20	407,000.00	37.03%
Tires	304.80	8,545.06	31,500.00	27.13%
Lubrication	807.22	4,988.54	10,550.00	47.28%
Tools	2,212.14	5,100.07	10,000.00	51.00%
Vehicle Maintenance & Repair Parts	6,613.41	47,404.04	62,000.00	76.46%
Non-Vehicle Maintenance & Repair Parts	559.67	3,201.15	8,240.00	38.85%
Vehicle Accessories			1,350.00	0.00%
Park & Ride Materials		521.54	3,000.00	17.38%
Shop Supplies (Maintenance & Cleaning)	2,342.90	10,764.51	18,500.00	58.19%
Safety & Emergency Supplies	630.06	721.61	8,550.00	8.44%
Office Supplies	1,965.69	9,843.54	13,420.00	73.35%
Computer Programs & Supplies	1,782.68	5,137.96	2,750.00	186.83%
Printing (Photocopier, Schedules & Brochures)	995.85	16,075.35	26,150.00	61.47%
Other Materials & Supplies		325.70	2,000.00	16.29%
Utilities				
Water, Sewer & Solid Garbage	1,711.11	9,567.73	26,920.00	35.54%
Utilities (Electrical & Propane)		7,169.88	23,475.00	30.54%
Telephone & Internet	2,077.85	17,929.32	33,295.00	53.85%
Casualty and Liability Costs				
Premiums for Public Liability & Property Damage Insurance	8,761.66	61,331.62	108,480.00	56.54%
Taxes				
State Taxes	312.55	2,244.86	4,278.00	52.47%
Vehicle Licensing & Registration Fees			750.00	0.00%
Other Licensing Fees & Taxes	91.83	878.47	3,000.00	29.28%

**Jefferson Transit Authority
Expense Statement
For the Seven Months Ending July 31, 2015**

	<u>July</u>	<u>YTD</u>	<u>Budget</u>	<u>% of Actual vs. Budget</u>
Miscellaneous				
Dues & Subscriptions	\$511.92	\$5,570.02	\$15,591.00	35.73%
Travel & Meetings	248.17	7,379.12	29,900.00	24.68%
Safety Program (Rodeo & Safety Rewards)		690.73	6,500.00	10.63%
Training (Classes, Seminars & Materials)		11,136.81	26,550.00	41.95%
EE CDL and EE Physical Expense		774.00	4,600.00	16.83%
Other Miscellaneous			300.00	0.00%
Interest Expense				
Interest on Long-term Debt Obligation		85.00		0.00%
Leases and Rentals				
Transit Way & Passenger Stations		413.82	1,800.00	22.99%
Service Vehicles & Equipment		2,178.91	9,000.00	24.21%
Other General Administration Facilities		6,420.89	13,440.00	47.77%
TOTAL OPERATING EXPENSES	<u>349,531.59</u>	<u>2,319,588.57</u>	<u>4,402,686.00</u>	<u>52.69%</u>

Jefferson Transit Authority/FTA Grant WA-03-0180-02 (Four Corners Facility Project)

Total Project Cost		\$ 4,083,068.00	Equals Total project award plus total match		<div>Total Project Award and Total Match equal Total Project Cost</div>
FTA FUNDS AWARDED TO JTA			JTA MATCH		
Original	\$	560,000.00	Match Required	\$ 816,614.00	
1st Amendment	\$	423,679.00			
	\$	970,874.00			
	\$	380,361.00			
2nd Amendment	\$	931,540.00			
Total Project Award from FTA		\$ 3,266,454.00	Total Match	\$ 816,614.00	
Disbursements to date		\$ 3,262,178.00	Disbursements to date	\$ 816,614.00	Amount spent to date
Remaining Balance		\$ 4,276.00	Remaining Balance	\$ -	JTA Has met the FTA match
Team/Disbursements		\$ 3,262,178.00	JTA Match	\$ 816,614.00	FTA TEAM/ECHO reconciliation
Difference		\$ -	Difference	\$ -	

Total Project Award and Total Match equal Total Project Cost

Amount spent to date

JTA Has met the FTA match

FTA TEAM/ECHO reconciliation

Detail of Disbursements

Date	Total Amount	FTA Share	JTA Share	Invoice Numbers
1/20/2005	\$ 32,530.35	\$ 26,025.00	\$ 6,505.35	Inv #174437; 57832001, 74572; 6501360 Payroll Sheets
2/7/2005	\$ 74,291.66	\$ 59,434.00	\$ 14,857.66	Inv# HMW 11/1/2004; 2004015-1004; 2004015-1104; 2004015-1204; Misc CC: Purch; 127065; 127066; Payroll Reports
4/29/2005	\$ 47,592.07	\$ 38,074.00	\$ 9,518.07	Inv #2004015-0105; 2004015-0205; HMW3/2/05 & HMW4/4/05, 121700
7/13/2005	\$ 34,544.54	\$ 27,636.00	\$ 6,908.54	Inv #040901946; 3166393; 2004015-0405; 2004015-0505; 2004015-0205; HMW 06/01/2005, Sport Fawnsend
9/13/2005	\$ 41,886.50	\$ 33,510.00	\$ 8,376.50	Inv #PTL 3/2&4/6; 2004015-0605; 2004015-0705; 2004015-0805; HMW 5/2/7/1.8/2.9/1/2005
5/12/2006	\$ 7,537.00	\$ 6,006.00	\$ 1,531.00	Inv # HMW 1/3,2/1,3/2,3/3/2006; 3626
1/24/2007	\$ 268,065.63	\$ 214,452.00	\$ 53,613.63	Inv# HMW 5/1, 6/1, 7/1, 8/1, 9/1, 10/1, 11/1/2006; 2004015-0506; 2004015-0606; 2004015-0706, 2004015-0806; 2004015-0906; 2004015-1006; 2004015-1106; Property Purchase
1/24/2007	\$ (319.00)	\$ (319.00)		Correction to 05/12/06 draw
2/2/2007	\$ 14,054.00	\$ 14,054.00		Inv# 2004015-1206
9/15/2008	\$ (11,590.00)	\$ (11,590.00)		Correction to 02/2/2007 draw
9/24/2008	\$ 139.31	\$ 112.00	\$ 27.31	Inv# HMW 2/1/2007; Safeway, Coffee, Jordini's
9/24/2008	\$ (46.00)	\$ (46.00)		Correction to 02/2/2007 draw
5/18/2012	\$ 15,824.74	\$ 12,660.00	\$ 3,164.74	Inv# C15926350; C15926564; 3249925
1/28/2013	\$ 1,798.78	\$ 298.00	\$ 1,500.78	Inv# 11308; 17123-1; 3270127
4/30/2013	\$ 14,419.05	\$ 4,360.00	\$ 10,059.05	Inv# 20130317; 31325; 21314; 17215; 13 056
5/17/2013	\$ 26,532.35	\$ 21,226.00	\$ 5,306.35	Inv# 20130419
8/5/2013	\$ 63,999.21	\$ 47,850.00	\$ 16,149.21	Inv#; 20130517; 20130619; 71322; 13-116
9/24/2013	\$ 109,263.62	\$ 78,062.00	\$ 31,201.62	Inv#; 201307020; 20130810; 071305; 081306; 091311
10/17/2013	\$ 32,128.03	\$ 24,363.00	\$ 7,765.03	Inv#; 20130912; 101311
11/25/2013	\$ 60,655.54	\$ 48,524.00	\$ 12,131.54	Inv#; 20131014
1/8/2014	\$ 54,281.46	\$ 38,662.00	\$ 15,619.46	Inv#; 20131116; 121313; SEPTICPERMIT 14; 11403
1/31/2014	\$ 114,715.46	\$ 90,788.00	\$ 23,927.46	Inv#; 111325; 14-004, 14-005, 14-006; 20131212
2/26/2014	\$ 92,386.70	\$ 70,635.00	\$ 21,751.70	Inv#; 021414 8, Permit 2-11-2014 8, 14-025 8, 201401138, 4843D 8, 14-018, SEPTICPERMIT 14
3/26/2014	\$ 63,285.76	\$ 50,628.00	\$ 12,657.76	00005, 2014Bldg14-00006, 2014Bldg14-
4/21/2014	\$ 41,043.83	\$ 21,359.00	\$ 19,684.83	Inv#; 48860, 31419, 1041404, 20140312, 0414118
6/4/2014	\$ 17,092.82	\$ 13,674.00	\$ 3,418.82	Inv#; 1218, 49099, 20140415, 51416
7/9/2014	\$ 11,362.00	\$ 9,090.00	\$ 2,272.00	Inv#; 20140510, 061411
7/18/2014	\$ 283,306.78	\$ 226,645.00	\$ 56,661.78	Inv#; 49488, 1228, 54-572569, 20140511, 100, 071411, Application#1
8/14/2014	\$ 314,402.33	\$ 251,522.00	\$ 62,880.33	Inv#; 81414, App #2, 51331, ODT AccEas, 13192
9/23/2014	\$ 414,443.07	\$ 331,554.00	\$ 82,889.07	Inv#; 13378; 20140710; 20140811, BLD14-00004, PR#3
10/22/2014	\$ 257,213.70	\$ 205,771.00	\$ 51,442.70	20140905, PRM, 13583
11/24/2014	\$ 603,988.35	\$ 483,192.00	\$ 120,796.35	071423/141006, 13791, 20141010, 141117, PR#5, 13990/14125
1/5/2015	\$ 223,022.05	\$ 178,418.00	\$ 44,604.05	20141104/1412122/141222/PR#6/14253
1/26/2015	\$ 222,687.73	\$ 179,989.00	\$ 42,698.73	20141208: 150115; PR#7 CORRECTION ON PR#33
2/5/2015	\$ 2,061.25	\$ 1,649.00	\$ 412.25	14425 (final 2014 Invoice this project)
2/25/2015	\$ 468,112.33	\$ 401,832.00	\$ 66,280.33	20150109: 150220; PR#8; 14586
4/10/2015	\$ 21,729.00	\$ 21,729.00	\$ -	Meter, 20150208, 14757
6/10/2015	\$ 40,350.00	\$ 40,350.00	\$ -	119:DCD14 005,5,6,15:32: 14966:15110
Total	\$ 4,078,792.00	\$ 3,262,178.00	\$ 816,614.00	

Jefferson Transit
Treasury Pool Investments Account (Capital) and Checking Account
Capital Projects Tracking Report
July 2015

Current Account Status	Balance per Bank @ 7/31/15	\$ 1,248,727.15	\$ -
Balance per GL @ 6/30/15		\$ 1,214,560.91	
	Transfers - In	\$ -	
	Transfers - In (Bond Financing)	\$ -	
	Debt Financing Expenses	\$ -	
	Reimbursement	\$ 398,633.78	
	Investment Interest	\$ 141.69	
	Transfers - Out (Purchases)	\$ (364,609.23)	
	Transfers - Out (Bond Reserves)	\$ -	
Balance per GL @ 7/31/15		\$ 1,248,727.15	

2015 Capital Projects

Facility		Grant Funding	JTA Funding	JTA Appropriation
	2015 Budgeted Balance	\$ 480,000.00	\$ 120,000.00	\$ (120,000.00)
	Change to Add Regional STP funds	\$ 493,717.00	\$ 77,054.00	\$ (77,054.00)
	STP-Flex for Fuel Island	\$ 272,000.00	\$ 68,000.00	\$ (68,000.00)
	JTA Outlay	\$ -	\$ 1,795,222.00	\$ (1,795,222.00)
Monthly Payments				
Jan-15	Pease, TCF, PT	\$ (178,456.00)	\$ (44,614.13)	\$ 44,614.13
Feb-15	Pease, TCF, PT, Materials Testing	\$ (476,249.84)	\$ (119,062.48)	\$ 119,062.46
Mar-15	Pease, TCF, PT, Materials Testing	\$ (311,775.30)	\$ (77,943.82)	\$ 77,943.82
Apr-15	Pease, TCF, PT, Materials Testing, Other	\$ (359,660.07)	\$ (153,202.07)	\$ 153,202.07
May-15	Pease, TCF, PT, Materials Testing, Other	\$ (321,911.28)	\$ (421,961.04)	\$ 421,961.04
Jun-15	Pease, TCF, Permitting	\$ -	\$ (341,528.19)	\$ 341,528.19
Jul-15	Pease, Permit, TCF, Furniture, Eco-Lift, Other	\$ -	\$ (354,190.34)	\$ 354,190.34
Aug-15				
Sep-15				
Oct-15				
Nov-15				
Dec-15				
	Ending Balance			\$ (547,773.95)
Other Building and Structures		Grant Funding	JTA Funding	
Transit Shelter New & Replace	2015 Beginning Balance	\$ 22,472.00	\$ 5,618.00	\$ (5,618.00)
	Solar Lighting for Shelters	\$ (3,316.80)	\$ (829.20)	\$ 829.20
	New Transit Shelter	\$ (10,520.00)	\$ (2,630.00)	\$ 2,630.00
Kiosks and Signage	2015 Beginning Balance	\$ 8,000.00	\$ 2,000.00	\$ (2,000.00)
PNR Upgrades (banners, signs, e	2015 Beginning Balance	\$ -	\$ 35,000.00	\$ (35,000.00)
	Paint Shelter Structure		\$ (15,401.88)	\$ 15,401.88
Four Corners PNR	2015 Beginning Balance	\$ 240,000.00	\$ 60,000.00	\$ (60,000.00)
	Ending Balance			\$ (83,756.92)
Revenue Vehicles				
Cut-a-Way Vehicles	2015 Beginning Balance	\$ 276,000.00	\$ 69,000.00	\$ (69,000.00)
Service Vehicles				
Service Equipment				
	2015 Supplemental Budget		\$ 24,000.00	\$ (24,000.00)
	VoIP Local Host Phone System-Down Pymt		\$ (4,194.35)	\$ 4,194.35
	70% Progress Payment		\$ (16,378.91)	\$ 16,378.91
	Progress Payment		\$ (2,024.18)	\$ 2,024.18
	Additional Radio		\$ (759.19)	\$ 759.19
	Ending Balance			\$ (643.37)
Office Furniture & Equipment				
IT Systems/Trapeze Upgrades	2014 Beginning Balance	\$ 47,090.00	\$ 11,772.00	\$ (11,772.00)
	Trapeze Upgrade 50%	\$ (5,584.20)	\$ (1,396.05)	\$ 1,396.05
	License and Equipment	\$ (1,899.20)	\$ (424.80)	\$ 424.80
	Projector & Attachments	\$ (6,041.26)	\$ (1,510.32)	\$ 1,510.32
	Small Parts Cabinets		\$ (5,851.43)	\$ 5,851.43
	Balance			\$ (2,589.40)

JTA Capital Reserve Account Balance \$ 1,248,727.15
JTA Appropriated Project Funds Sub-Total \$ (788,163.93)

Pending Reimbursements
Pending Payments

CAPITAL RESERVE BALANCE \$ 460,563.22

Total 2015 Budgeted Capital Projects \$ 4,106,945.00



1615 W. Sims Way, Port Townsend, WA 98368

General Manager's Report Attachment B

August 18, 2015

Phase I and Phase II Environmental Assessments

Jefferson Transit had a Phase I Environmental Site Assessment completed May 29, 2014, in anticipation of the sale of the 1615 West Sims Way Property. JTA received an unsolicited offer on the property that called for a Phase II assessment of the site. JTA has requested quotes for site assessments. To date, JTA received two and are still waiting for a third.

Washington State Transit Association (WSTA)

Upcoming WSTA Board and Committee meetings:

- Washington State Public Transportation Conference: August 24-26 (Vancouver)
The 3rd Quarter Board Meeting, Maintenance & Operations Committee Meetings
(in conjunction with Public Transportation Conference)

I will be a presenter at the upcoming Transportation Conference. I will show the AARP video that Jefferson Transit was a part of, and I will be highlighting the marketing tool "storytelling" as a core element for successful public relations and communications.

Update on New Facility Project

Schedule/Budget Status:

- Substantial Completion and Occupancy occurred on June 11, 2015
- Pease, JTA and Samantha Trone continue to meet every Monday and Wednesday regarding Project Closeout
- Final Acceptance (unknown date at this time)
- On budget

Customer Service (360) 385-4777

Administrative Offices (360) 385-3020

www.JeffersonTransit.com

At this time, we are in the closeout phase of our project. There are some outstanding items being worked on at this time. Some of the bigger items are:

- Monument Sign (waiting for approval from the county)
- Volume and pressure for the facilities (we need to up our meter size to a 1.5 (we now have 1-inch line and 1-inch meter, which should be a 2-inch line)
- Overflow from InterClean, during construction BCE, advised the overflow was not needed, however, InterClean is now stating an overflow is needed. Pease is working with InterClean to find a solution and implement the change.

Board Retreat

Discussions about an Annual Planning Session and possible dates, next steps should include agenda topics. Some suggested topics could be:

- Strategies for engaging the community
- Balance / what is JTA's areas of responsibility outside and inside the PTBA
- Bike and Ride
- 2016 Sunday Service to Wooden Boat
- Discuss how to define Success
- How or When to serve the increasing demand for service (and charter requests)
- Special Events
- Fare Review (review policy)
- Replacement of Accounting Software
- Maintenance of HPTC (passenger amenities bldg.)
- Sustainability Update
- What are the variables?
 - Sales Tax
 - Fuel prices

What is the message we get from the variable?

- Testing our security (Internet)



63 4 Corners Road, Port Townsend, WA 98368

Attachment C

OPERATIONS REPORT – August 18, 2015

August Employment Anniversaries:

August 18	Lud Becker	13 years
August 13	John Koschnick	3 years

Monthly Highlights:

July 25 – Ops personnel helped man booth at Port Ludlow Festival by the Bay.
August 14-16 -Ops personnel helped man Jefferson County Fair transit booth.
Summer Temps Update – Two temps have been released to both Fixed Route (FR) and Dial-A-Ride (DAR). One temp has been released to DAR and is still training on FR.

Upcoming Schedule Changes

The Run Committee will begin meeting tomorrow. We need to have schedule changes ready to deliver to the changes to Thomas printing by the beginning of September for our bid / schedule change to go into effect October 5.

Two issues:

1. Mason Transit planning Triton Cove change for November 2nd.
(Presentation).
2. The impact of hospital construction on our Sheridan Street bus stop and possible schedule changes.



63 4 Corners Road, Port Townsend, WA 98368

Attachment D

Maintenance Board Report for August 2015

- 1) Now that it is staying darker longer in the morning, I have been working on the lighting system. The lights are all timer or motion control, and some are both. I am mainly working on the bus parking lot lights, so they come on and go off at appropriate times.
- 2) One Chimacum school shelter was set today, and the other will be completed tomorrow.
- 3) Grant Street school shelter will be installed the first week in September.
- 4) Leesa signed up 1967 for the Kiwanis Classic Car Show at Memorial Field in Port Townsend. I drove the bus to the location and stayed with it all day. I had fun, and it was amazing to me how many people got on the bus and said it reminded them of their school days. And also how many people love the bus and like seeing it, and JTA using it.



63 4 Corners Road, Port Townsend, WA 98368

Mobility Management Report – August 2015
Attachment E

Leesa Monroe attended a webinar hosted by the National Center on Senior Transportation. The webinar spoke about pedestrian safety for seniors. Some reasons for not using transit included lack of sidewalks and the lack of traffic signal time to cross busy streets.

Saturday, July 25 – Field Supervisor Lloyd Eisenman and Customer Service Representative Darlene Olson hosted Bus 1967 at the Port Ludlow Festival by the Bay. Attendance at the festival was light due to steady rain on Saturday.

Customer Service Representatives counted the numbers of phone calls received, passengers they assisted and passes sold for 19 business days between July 22 and August 17.

Passes sold = 108 (some people bought more than one pass)

Phone calls = 620

Walk-ins = 380 (includes those who bought a pass)

48 people came in looking for the Visitors Centers



63 4 Corners Rd, Port Townsend, WA 98368

DATE: 9/15/2015

August 2015 Expenses

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

- Accounts Payable Vouchers #93966-94006 in the amount of \$86,727.33
- Accounts Payable Vouchers #94007-94013 in the amount of \$5,694.03
- Accounts Payable Voucher #94014 in the amount of \$79,791.28
- Accounts Payable Vouchers #94015-94060 in the amount of \$60,806.40
- Accounts Payable Voucher #94061 in the amount of \$79,838.61
- EFT Vouchers #5817-5821 in the amount of \$6,279.72
- EFT Vouchers #5822-5828 in the amount of \$6,952.63
- EFT Vouchers #165 in the amount of \$29,405.92
- Capital Checks #510-511 in the amount of \$868.12
- Capital Checks #512-513 in the amount of \$5,662.94
- Capital Check #514 in the amount of \$31,753.90
- Advance Travel Vouchers #366-367 in the amount of \$183.13
- Advance Travel Vouchers #368-369 in the amount of \$401.72
- Transfer from the Operations account to the Bond Payment Reserve account for the purpose of paying the annual bond debt service for 2015 in the amount of \$6,755.96
- Voided Voucher #94032 in the amount of \$118.94
- Voided Voucher #369 in the amount of \$200.86

Each Accounts Payable Claim Voucher has been Authorized and Approved by the Finance Committee.
The General Manager has approved these for the consent agenda.
These claim vouchers which detail specific vouchers are available for viewing upon request.

Laura Smedley
Clerk of the Authority



Authority Board Agenda Summary

MEETING DATE: September 15, 2015

AGENDA ITEM: Discussion: Surplus Property List (no action required)

SUBMITTED BY: Sara Crouch TITLE: Finance Manager

DEPARTMENT: Administration

EXHIBITS/
ATTACHMENTS:

Appendix A – Surplus List

BUDGETARY IMPACT (if applicable)

BUDGETED: _____

EXPENDITURE REQUIRED: _____

FUNDING SOURCE: _____

REVIEWED BY:

Jammi Rubert

RECOMMENDATION: _____

COMMENTS:

SUMMARY
STATEMENT:

The designated surplus property shown in Appendix A is declared surplus and shall be appropriately disposed of as determined to be in the best interest of JTA.

RECOMMENDED
ACTION/MOTION:

No action required



1615 W. Sims Way, Port Townsend, WA 98368

September 10, 2015

TO: Board of Trustees, Jefferson Transit Authority

FROM: Sara Crouch, Finance Manager

RE: August 2015 Surplus Property List

Per the Jefferson Transit Policy for the Disposition of Surplus Property, I am notifying the Jefferson Transit Board of Trustees of property that Jefferson Transit is declaring as surplus. The list attached to this memo consists mainly of furniture and IT/Telephone equipment located at the former bus depot.

Because there is no property on this list with a current market value that exceeds \$5000; is rolling stock; or is real estate; no action is required by the Board. This notice is for discussion and informational purposes only.

If you have any questions or concerns, please contact me at telephone number 360/385-3020 x120.

8-4-15 Sims Way Inventory

Item Description	of Purchase (If Kn	Serial Number	Asset #	Current Market Value	Item Condition	Disposal Method
Moving Boxes - Var Sizes (Approx 200 boxes)	Jun-15			\$ -	Fair to Poor	Trash Disposal
Surge Arrest Professional	Unknown			\$ -	Broken	Trash Disposal
Sonic Wall TZ100	Unknown	0017c5a1fb14		\$ 30.00	Good	Auction
Modum Quest	Unknown	cpab0361902343		\$ -	Broken	Trash Disposal
12 Retired Hard Drives	Unknown			\$ -	Fair	Auction
4 NEOL Hardrives	Unknown			\$ -	Fair	Auction
Prolient 600 GB Spore (Hard Drive)	Unknown			\$ 25.00	Fair	Auction
C Gage - Bad Drive	Unknown			\$ -	Broken	Trash Disposal
AT & T (360-774-0231)	Unknown			\$ -	Broken	Trash Disposal
Adobe Acrobat Pro - June 2010	Unknown			\$ -	Obsolete	Trash Disposal
Idville Software	Unknown			\$ -	Obsolete	Trash Disposal
Microsoft Office 97.2	Unknown			\$ -	Obsolete	Trash Disposal
2 Windows NT Workstation	Unknown			\$ -	Obsolete	Trash Disposal
Office Professional 1994	Unknown			\$ -	Obsolete	Trash Disposal
Microsoft Streets 1998	Unknown			\$ -	Obsolete	Trash Disposal
Microsoft Office 1997	Unknown			\$ -	Obsolete	Trash Disposal
Server (APC) (Powersupply that burnt up?)	Unknown			\$ -	Broken	Trash Disposal
Desk (Mikes)	Unknown			\$ 5.00	Fair	Auction
6 Black Chairs	Unknown			\$ 6.00	Fair	Auction
8 Gray Chairs	Unknown			\$ 8.00	Fair	Auction
2 Brown Chairs	Unknown			\$ 2.00	Fair	Auction
2 Lobby Charis	Unknown			\$ 2.00	Fair	Auction
1 End Table	Unknown			\$ 5.00	Fair	Auction
1 Trophy Cabinet	Unknown			\$ 25.00	Fair	Auction
Foot Rest	Unknown			\$ 1.00	Fair	Auction
Desk (Laura)	Unknown			\$ 5.00	Fair	Auction
Desk Chair	Unknown			\$ 5.00	Fair	Auction
Very Old Typing Stand	Unknown			\$ 5.00	Poor	Auction
Chair/Blue with arms	Unknown			\$ 1.00	Poor	Auction
L Desk	Unknown			\$ 5.00	Fair	Auction
Black Shelving Unit with Box Shelving inside	Unknown			\$ 5.00	Fair	Auction
L Desk	Unknown			\$ 5.00	Fair	Auction
File Cabinet 1 & 1/2 Drawers	Unknown			\$ 1.00	Poor	Auction
Credenza	Unknown			\$ 5.00	Fair	Auction
Chair/Blue with arms	Unknown			\$ 1.00	Fair	Auction
Qstraint- The Ortmax Training Program	Unknown			\$ -	Obsolete	Trash Disposal
1 box of Training Video Tapes	Unknown			\$ -	Obsolete	Trash Disposal

8-4-15 Sims Way Inventory

Item Description	of Purchase (If Kn	Serial Number	Asset #	Current Market Value	Item Condition	Disposal Method
Desk	Unknown			\$ 5.00	Fair	Auction
Desk	Unknown			\$ 5.00	Fair	Auction
Round Fan	Unknown			\$ 1.00	Fair	Auction
Round Fan	Unknown			\$ 1.00	Fair	Auction
Square Fan	Unknown			\$ 1.00	Fair	Auction
Plastic Brouchure Holder Stand	Unknown			\$ 1.00	Fair	Auction
Plastic Brouchure Holder Stand	Unknown			\$ 1.00	Fair	Auction
Desk Lamp	Unknown			\$ 1.00	Fair	Auction
Folding Chair	Unknown			\$ 1.00	Fair	Auction
Desk Chair	Unknown			\$ 1.00	Fair	Auction
Box of old Cell Phones & Charges	Unknown			\$ 1.00	Poor	Auction
2 Laptop Bags	Unknown			\$ 2.00	Fair	Auction
1 Driver Bag	Unknown			\$ 1.00	Fair	Auction
4 Monitor Stands (Hardware for 3 of them)	Unknown			\$ 10.00	Good	Auction
1 docking station for laptop	Unknown			\$ 5.00	Good	Auction
Docking Station	Unknown			\$ 15.00	Good	Auction
Bos of Harddrive & Back up Tapes	Unknown			\$ -	Obsolete	Destroy
Cannon Rechargable Battery	Unknown			\$ -	Obsolete	Trash Disposal
Timeclock	Unknown			\$ 5.00	Fair	Auction
Dell Monitor 22" Screen	Unknown	N-OT6133-46633-59E1F0S		\$ 110.00	Fair	Auction
HP Scanner	Unknown			\$ -	Poor	Auction
Cannon A1000 IS Box	Unknown			\$ -	Trash	Trash Disposal
Cannon A530 Box	Unknown			\$ -	Trash	Trash Disposal
Kensington Notebook Lock	Unknown			\$ -	Obsolete	Trash Disposal
Sony W220 Camera	Unknown			\$ 5.00	Fair	Auction
Square Fan	Unknown			\$ 1.00	Fair	Auction
3 White Boards	Unknown			\$ 3.00	Fair	Auction
2 Brown stacking Chairs	Unknown			\$ 2.00	Fair	Auction
5 Unit Shelf	Unknown			\$ 3.00	Fair	Auction
Cheezy Plastic Table	Unknown			\$ 1.00	Poor	Auction
Boom box Minus Speaker	Unknown			\$ 1.00	Poor	Auction
Coat Rack	Unknown			\$ 1.00	Poor	Auction
Lamp	Unknown			\$ 1.00	Poor	Auction
Blue Office Chair	Unknown			\$ 1.00	Fair	Auction
Engine	Unknown			\$ 1,000.00	Fair	Auction
Manlift	Unknown			\$ -	Poor	Trash Disposal
Chair (on wheels)	Unknown			\$ 1.00	Poor	Auction

8-4-15 Sims Way Inventory

Item Description	of Purchase (If Kn	Serial Number	Asset #	Current Market Value	Item Condition	Disposal Method
Office Chair	Unknown			\$ 1.00	Poor	Auction
Desk	Unknown			\$ 1.00	Poor	Auction
Desk with upper shelves	Unknown			\$ 1.00	Poor	Auction
Desk	Unknown			\$ 5.00	Fair	Auction
Desk-Brown Metal	Unknown			\$ 5.00	Fair	Auction
Desk-Green Metal	Unknown			\$ 5.00	Fair	Auction
Shelf (Gray) wood	Unknown	old asset #524		\$ 5.00	Fair	Auction
Desk Shelving Unit Wood	Unknown			\$ 2.00	Poor	Auction
AT&T Phone	Unknown			\$ 1.00	Poor	Auction
Epson Printer	Unknown	Old asset # 1116		\$ 5.00	Fair	Auction
MyNet Switch	Unknown	WNU423902498		\$ 5.00	Fair	Auction
Zonar Evirment	Unknown	00001039		\$ 5.00	Good	Auction
Power Supply-Optiplex 745	Unknown	Old asset# 1006		\$ 75.00	Good	Auction
Microwave	Unknown			\$ -	Broken	Trash Disposal
Brown Wooden Shelf	Unknown	Asset# 1182		\$ 5.00	Fair	Auction
Blue Office Chair with Wheels	Unknown			\$ 1.00	Fair	Auction
Blue Office Chair with Wheels	Unknown			\$ 1.00	Fair	Auction
Blue Office Chair with Wheels	Unknown			\$ 1.00	Fair	Auction
Desk Chair	Unknown			\$ 1.00	Fair	Auction
Desk Chair	Unknown			\$ 1.00	Fair	Auction
1/2 Oak Table/Conex other 1/2	Unknown			\$ 10.00	Fair	Auction
Office Chair	Unknown			\$ 1.00	Fair	Auction
Desk	Unknown			\$ 1.00	Poor	Auction
Book Shelf	Unknown			\$ 5.00	Poor	Auction
Antique small table	Unknown			\$ 2.00	Poor	Auction
2 Drawer File Cabinet	Unknown			\$ 2.00	Poor	Auction
Brother Printer	Unknown			\$ 2.00	Poor	Auction
Asset# 1158 Printer	Unknown			\$ 2.00	Poor	Auction
Office Chair in Box	Unknown			\$ 1.00	Broken	Auction
Printer	Unknown	V63080E2J162295	8	\$ 10.00	Fair	Auction
6 LOCKERS	11/98		16	\$ 50.00	Good	Auction
Desiree Monitor #2	Unknown		49	\$ 100.00	Good	Auction
Printer	Unknown		85	\$ 250.00	Good	Auction
Monitor #1	Unknown	CN-DCO646-4663-J2D-	89	\$ 100.00	Good	Auction
Pam/Lloyd's Laptop	Unknown	CNU0184H13	216	\$ 100.00	Fair	Auction
Monitor	Unknown	CNC948QMLI	219	\$ 100.00	Good	Auction
6 LOCKERS	11/98	Asset# 326 not 356	326	\$ 25.00	Fair	Auction

8-4-15 Sims Way Inventory

Item Description	of Purchase (If Kn	Serial Number	Asset #	Current Market Value	Item Condition	Disposal Method
6 LOCKERS	11/98		778	\$ 25.00	Fair	Auction
6 LOCKERS	11/98		779	\$ 25.00	Fair	Auction
Dell OptiPlex Workstation	3/07		1004	\$ 10.00	Poor	Auction
Old Lunch Computer	Unknown	2UA0031HPP	1005	\$ 75.00	Fair	Auction
Laptop	Unknown	CNU0074HW6	1015	\$ 225.00	Fair	Auction
CS old Computer	Unknown	2UA0031HPS	1019	\$ 75.00	Fair	Auction
Computer #3	Unknown	2UA00615K6	1031	\$ 75.00	Fair	Auction
Cheryl's old Computer	Unknown	2UA0031HPT	1041	\$ 75.00	Fair	Auction
Ben's Old Computer	Unknown	2UA0031HPR	1045	\$ 75.00	Fair	Auction
John's Old Computer	Unknown	2UA0031HPV	1046	\$ 75.00	Fair	Auction
6 LOCKERS	11/98		1057	\$ 25.00	Fair	Auction
6 LOCKERS	11/98		1058	\$ 25.00	Fair	Auction
Pam/Lloyd's Desk, not used	Unknown	CNU9212KW8		\$ 5.00	Fair	Auction
Computer (Sara's Old Computer)	Unknown	MXL908ONFD	x	\$ 75.00	Fair	Auction
Laura's Old Computer	Unknown	3F82HH1	x	\$ 75.00	Fair	Auction
Computer	Unknown	92705734670	x	\$ 75.00	Fair	Auction
Dell Computer	Unknown	44Z3FD1	X	\$ 75.00	Fair	Auction
Computer #1 (Asset# 1044?)	Unknown	2UA0031HPV	x	\$ 75.00	Fair	Auction
Computer #1	Unknown	61JG2C1	x	\$ 75.00	Fair	Auction
Laptop for inventory parts	Unknown	TW23404373	x	\$ -	Poor	Trash Disposal
Hp Docking Station	Unknown	CNU017X7VY	x	\$ 13.00	Fair	Auction
Hp Docking Station	Unknown	CNU002Z46Y	x	\$ 13.00	Fair	Auction
Hp Docking Station	Unknown	CNU002X8HZ	x	\$ 13.00	Fair	Auction
Hp Docking Station	Unknown	CNU005X1SP	x	\$ 13.00	Fair	Auction
TV	Unknown	L2AA40136	x	\$ 10.00	Fair	Auction
DVD	Unknown	Cat# 16-3900 Product#	x	\$ 10.00	Fair	Auction
TV	Unknown	1001201891	x	\$ 10.00	Fair	Auction
Mac Book Pro 17", 2.33 GHz	2/07	W870130WWOJ		\$ 225.00	Poor	Auction
Dell OptiPlex Workstation	3/07	GHWNKC1		\$ 75.00	Fair	Auction
EMPLOYEE LOUNGE FURNITURE	10/95			\$ 25.00	Fair	Auction
DISPATCH WORK CENTER	2/97			\$ 25.00	Fair	Auction
DISPATCH FURNITURE	5/98			\$ 25.00	Fair	Auction
14" Flat Panel Monitor (\$1,307.38)	5/05			\$ 110.00	Fair	Auction
Phone Server/Voicemail System/Phones will be sold as a group.						
Panasonic Phone	Unknown			\$ 45.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction

8-4-15 Sims Way Inventory

Item Description	of Purchase (If Kn	Serial Number	Asset #	Current Market Value	Item Condition	Disposal Method
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 50.00	Good	Auction
Panasonic Phone	Unknown			\$ 50.00	Good	Auction
Panasonic Phone	Unknown			\$ 45.00	Good	Auction
Phone	Unknown			\$ 5.00	Poor	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Wall Phone	Unknown			\$ 75.00	Good	Auction
Panasonic Phone	Unknown			\$ 45.00	Fair	Auction
Panasonic Phone	Unknown			\$ 45.00	Good	Auction
Panasonic Phone Server	Unknown			\$ 500.00	Good	Auction
Panasonic Voice Processing System	Unknown	KXTUASO		\$ 500.00	Good	Auction
Panasonic Phone	Unknown			\$ 75.00	Good	Auction
Phone w/handle	Unknown	KX-T7636-B 7KBCH007	x	\$ 75.00	Good	Auction
Phone	Unknown	KX-T7640-B 7JASC006	x	\$ 75.00	Good	Auction



Authority Board Agenda Summary

MEETING DATE: September 15, 2015

AGENDA ITEM: Resolution 15-15: GCB 2069 Operating Grant Agreement

SUBMITTED BY: Sara Crouch **TITLE:** Finance Manager

DEPARTMENT: Administration

**EXHIBITS/
ATTACHMENTS:**

BUDGETARY IMPACT (if applicable) **BUDGETED:** _____

EXPENDITURE REQUIRED: _____ **FUNDING SOURCE:** _____

REVIEWED BY: Jammi Rubert

RECOMMENDATION: Approve **COMMENTS:**

**SUMMARY
STATEMENT:**

JTA has been awarded Federal and State operating fund assistance for passenger transportation services to persons with special needs, and to the general public. Resolution 15-15 authorizes the Authority Chair to sign and execute Grant Agreement GCB2069

**RECOMMENDED
ACTION/MOTION:**

Motion: Approve Resolution 15-15 authorizing the Chair of the Authority to sign Grant Agreement GCB2069.

DRAFT

JEFFERSON TRANSIT AUTHORITY

RESOLUTION 15-15:

GCB2069 Operating Grant Agreement

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 GCB2069

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; and

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 GCB2069 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 September 15, 2015.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

Federal/State Operating Grant Agreement	
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Tom Hanson 360-705-7919 Cell: 509-387-1749	Contractor: Jefferson Transit Authority 63 – 4 Corners Road Port Townsend, WA 98368 Contact Person: Tammi Rubert 360-385-3020 ext.107
Term of Project: July 1, 2015 through June 30, 2017	ID #: 91-1124781
Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget.	Project Title: Operating project as set forth in Exhibit I, Scope of Work
	CFDA: 5311 (20.509)
Service Area: As defined in attached Exhibit I	Project Costs: Federal Funds \$ 1,616,217 State Funds \$ 497,158 Contractor Funds \$ 3,486,198 Total Project Cost \$ 5,599,573
Agreement Number: GCB2069	

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;

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (MAP-21), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (FTA) administers to the extent FTA so determines; and the Highway and Transportation Funding Act of 2014, Pub.L. 113-159, August 8, 2014;

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (1), (2), (4) and (5), 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 2015-2017 biennial appropriations to WSDOT;

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

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

WHEREAS, WSDOT's Public Transportation Division administers the 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 State 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 1, "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 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"(effective December 31, 2014), OMB Circular A-87, Revised, "Cost Principles for State and Local Governments", or OMB Circular A-122, Revised, "Cost Principles for Non-Profit Organizations", or Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, subpart 31.2, "Contracts with Commercial Organizations," whichever is appropriate.

Section 5

Payment

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

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

C. The CONTRACTOR shall submit an invoice by July 15, 2016, for any unreimbursed eligible expenditures incurred between July 1, 2015, and June 30, 2016. 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, 2017, 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, 2017 will not be eligible for reimbursement.

Section 6

Assignments and Subcontracts

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

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

Statement of Financial Assistance:

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

Section 7

Reports

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

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

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

Section 8

General Compliance Assurance

The CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19 or FAR, 48 CFR Chapter 1, subpart 31 whichever is applicable, and cost principles as defined in OMB circulars 2 CFR Part 200, A-87 and A-122. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any amendments thereto. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

Section 9

Procurement

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

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

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

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

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

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

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

D. **Preference for Recycled Products.** To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section

6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

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

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

Section 10

Charter Service Operations

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

Section 11

School Bus Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 USC §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605 to the extent consistent with 49 USC §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Operations 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 and FTA may require remedial measures as FTA considers appropriate, in addition to barring a subrecipient from receiving further transit funds.

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, subrecipients, 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 Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the System for Award Management at <https://www.sam.gov> before entering into any third sub agreement, 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. CONTRACTOR understands that a suspension, debarment, or other similar action against a third party by CONTRACTOR is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to FTA if the CONTRACTOR suspends, debars, or takes similar action against a third party.

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

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

E. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

F. **Restrictions on Lobbying.** The CONTRACTOR agrees to:

1. Comply with 31 USC § 1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a

member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative Agreement; and

2. Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC § 1352; and

3. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

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

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

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

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

3. CONTRACTOR understands that a false claim is considered an adverse action that can result in a change in Project performance

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 (21) dated October 1, 2014, 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/21-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, disability, sexual orientation, gender identify, status as a parent, 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 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; and U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;

C. Equal Employment Opportunity. The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e *et seq.*, and Executive Order 11246 and Executive Order 13672, 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, sexual orientation, gender identify status as a parent, 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, sexual orientation, gender identity, status as a parent,, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall also comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

G. Disabilities-Access. The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

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

H. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with

Limited English Proficiency,” 42 USC § 2000d-1 note, and with provisions of U.S. DOT Notice “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

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

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

Section 18

Participation of Disadvantaged Business Enterprises

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

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

B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the U.S. DOT and to follow all requirements specified in WSDOT’s Guide to Managing Your Public Transportation Grant, referencing DBE standards and any amendments thereto. The CONTRACTOR’s DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 *et seq.*

Section 19

Energy Conservation and Environmental Requirements

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

B. **Environmental Protection.** The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (NEPA), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (FHWA)/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The CONTRACTOR agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, “SAFETEA-LU Environmental

Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

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

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

E. Violating Facilities. The CONTRACTOR agrees to:

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

Section 20

Accounting Records

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

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

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

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

Section 21

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the course of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any

data, documents, reports, records, contracts, and supporting materials, both paper and electronic, relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

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

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

Section 22

Labor Provisions

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

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

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

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of six (6) years thereafter for

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

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

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

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

Section 23

Planning and Private Enterprise

FTA Requirements. The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49

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

Section 24

Substance Abuse

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

B. Drug-free Workplace. To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 USC § 5331, as amended by MAP-21.

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.

D. Non Compliance. The CONTRACTOR agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar CONTRACTOR from receiving all or a portion of the Federal transit assistance it would otherwise receive.

Section 25

Federal "\$1 Coin" Requirements

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

Section 26

Safe Operation of Motor Vehicles

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

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

B. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, "Text Messaging While Driving,"

December 30, 2009. CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. CONTRACTOR is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

Section 27

Freedom of Information Act

CONTRACTOR understands and agrees that the Freedom of Information Act (FOIA), 5 USC § 552, applies to the information and documents, both paper and electronic, submitted to WSDOT, FTA and U.S. DOT. The CONTRACTOR should therefore be aware that all applications and materials submitted that are related to PROJECT will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

Section 28

Coordination of Special Needs Transportation

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

Section 29

Agreement Modifications

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

Section 30

Changed Conditions Affecting Performance

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

Section 31

Universal Identifier

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

Section 32

Disputes

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

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

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's

employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

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

Section 33

State and Local Law

Except when a Federal statute or regulation pre-empts state and/or local law, regulation or ordinance, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law, regulation or ordinance. Thus if any provision or compliance with any provision of this AGREEMENT violate state or local law, regulation or ordinance, or would require the CONTRACTOR to violate state or local law, regulation or ordinance, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 34

Termination

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

1. The requisite federal and/or state funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal and/or state funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;
5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or
6. The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require WSDOT to refund any or

all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by WSDOT, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from WSDOT.

7. In the case of termination for convenience under subsections A.1 through A.5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

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

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to the AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

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

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

Section 35

Forbearance by WSDOT Not a Waiver

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

Section 36

Lack of Waiver

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

Section 37
Limitation of Liability

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

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

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

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

Section 38
WSDOT Advice

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

Section 39
Venue and Process

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

Section 40
Subrogation

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

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

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The

CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 41
Counterparts

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

Section 42
Complete Agreement

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

Section 43
Severability

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

Section 44
Section Headings

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

Section 45
Execution

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

Section 46
Binding Agreement

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

This space is intended to be blank

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By: _____
Brian Lagerberg, Director
Public Transportation Division

By: _____
Authorized Representative

Title: _____

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: Susan Cruise
Assistant Attorney General

Date: July 1, 2015

Exhibit I
SCOPE OF WORK AND BUDGET

Total Project Cost	
Federal Funds	\$1,616,217
State Funds	\$ 497,158
Contractor Funds	\$3,486,198
Total Project Cost	\$5,599,573

Funding by Project

PROJECT A

Scope of Work: To provide operating funding assistance to sustain general public fixed-route and complimentary Dial-A-Ride services for special needs persons in East Jefferson County including connections to transit systems in Mason, Clallam, and Kitsap counties and the Washington State Ferry System.

Funding	Percentage	Current Funds	Projected Funds	Total Project Funds
FTA 5311	28%	\$1,275,000	\$0	\$1,275,000
State Paratransit Special Needs Transit Formula Funds	5%	\$ 30,939	\$0	\$ 230,939
State Sales Tax Equalization Transit Formula Funds	6%	\$ 252,570	TBD	\$ 252,570
Contractor Funds	61%	\$2,803,763	\$0	\$2,803,763
Total Project Cost	100%	\$4,562,272	\$0	\$4,562,272

Budget: Funding and percentages identified reflect current project funds 2015-2017. Projected Transit Sales Tax Equalization Formula funds are To Be Determined (TBD) by June 2016 and will be added by amendment if funds are allocated.

PROJECT B

Scope of Work: To provide operating funding assistance to sustain Monday through Saturday route-deviated general public transportation service in West Jefferson County between Forks and Amanda Park including connections to Clallam Transit and Grays Harbor Transit.

Funding	Percentage	Total Project Funds
FTA 5311	50%	\$341,217
Competitive Rural Mobility	2%	\$ 13,649
Contractor Funds	48%	\$327,569
Total Project Cost	100%	\$682,435

Budget: Funding and percentages identified reflect total project funds 15-17.



Authority Board Agenda Summary

MEETING DATE: September 15, 2015

AGENDA ITEM: Resolution 15-16: Amendment No. 1 to Interlocal Agreement

SUBMITTED BY: Tammi Rubert **TITLE:** General Manager

DEPARTMENT: Administration

**EXHIBITS/
ATTACHMENTS:**

Original Resolution 12-10

BUDGETARY IMPACT (if applicable)

BUDGETED: _____

EXPENDITURE REQUIRED: _____

FUNDING SOURCE: _____

REVIEWED BY: Tammi Rubert

RECOMMENDATION: Approve

COMMENTS:

**SUMMARY
STATEMENT:**

Resolution 15-16 amends an existing Interlocal Agreement between JTA and Clallam Transit (Resolution 12-10) and allows JTA to recognize the singular Peninsula College transportation fee sticker which will be adhered to the face of a valid student ID card.

**RECOMMENDED
ACTION/MOTION:**

Motion: Approve Resolution 15-16

Amendment No. 1

between

Jefferson Transit Authority and Clallam Transit System

In accordance with Section 5 of the Interlocal Agreement between Jefferson Transit Authority (JTA) and Clallam Transit System (CTS), JTA and CTS desire to continue to maintain interline connecting service with compatible routes, schedules and connecting points to best serve residents, visitors and college students of both counties particularly in the area of Sequim Bay/Jamestown Campus SR101.

A. Effective Date: September 14^{5-DR}, 2015

B. CTS and JTA agree to recognize the singular Peninsula College transportation fee sticker adhered to the face of a valid student identification card as regular or premium fare on fixed-route transit. Both transit agencies will be reimbursed in accordance with its respective Peninsula College interlocal agreement for the college student travel per academic quarter. CTS and JTA agree to coordinate where possible to allow student ridership during academic calendar breaks and to appropriately recognize student id stickers for trips in both counties.

C. All other terms and conditions of the initial agreement remain in effect.

Tammi Rubert
General Manager
Jefferson Transit Authority

Wendy Clark-Getzin, PE
General Manager
Clallam Transit System

Date

Date

DRAFT

Jefferson Transit Authority

Resolution No. 15-16

A RESOLUTION of the Board of the Jefferson Transit Authority for the purpose of amending an existing Interlocal Agreement between Jefferson Transit Authority (JTA) and Clallam Transit System (CTS).

WHEREAS, the Board of Jefferson Transit ("Authority Board") entered into an Interlocal Agreement with the Clallam Transit System on December 31, 1981 for the purpose of establishing interline connecting service with compatible routes, schedules and connecting points to better serve residents and travelers on the north Olympic Peninsula; and

WHEREAS, Amendment No. 1 between JTA and CTS is an agreement to recognize the singular Peninsula College transportation fee sticker adhered to the face of a valid student identification card as regular or commuter fare on fixed-route transit; and

WHEREAS, all other terms and conditions of the initial agreement remain in effect;

NOW, THEREFORE, BE IT RESOLVED that the Jefferson Transit Authority Board does hereby authorize the General Manager to sign Amendment No. 1 to the Interlocal Agreement with Clallam Transit System effective September 15, 2015.

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 September 15, 2015.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

1 **Jefferson Transit Authority**

2
3 **Resolution No. 12-10**

4 A RESOLUTION of the Board of the Jefferson Transit Authority for the
5 purpose of updating an existing Interlocal Agreement between Jefferson
6 Transit Authority (JTA) and Clallam Transit System (CTS).
7

8 WHEREAS, the Board of Jefferson Transit ("Authority Board") entered into an Interlocal
9 Agreement with the Clallam Transit System on December 31, 1981 for the purpose of
10 establishing interline connecting service with compatible routes, schedules and connecting
11 points to better serve residents and travelers on the north Olympic Peninsula; and
12

13 WHEREAS, the original agreement signed on December 31, 1981 contained a clause
14 prohibiting JTA from allowing passengers to embark or disembark anywhere other than
15 the Sequim Transfer Center; and
16

17 WHEREAS, JTA and CTA both agree that an updated agreement excluding the above
18 mentioned clause would better serve the passengers on the north Olympic Peninsula; and
19

20 WHEREAS, the Authority Board has determined it is in the public's interest that this
21 interlocal agreement be entered into for the benefit of public transportation services within
22 the Public Transportation Benefit Area (PTBA); now, therefore,
23

24 BE IT RESOLVED that the Jefferson Transit Authority Board of Directors does hereby
25 authorize the Board Chair to sign the above mentioned Interlocal Agreement with Clallam
26 Transit System.
27

28 **CERTIFICATION**
29

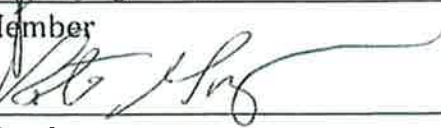
30 The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson
31 County Public Transportation Benefit Area, certifies that the foregoing is a true and correct
32 copy of a resolution adopted at a legally convened meeting of the Jefferson Transit
33 Authority Board held on July 17, 2012.




Chair



Member



Member



Vice-Chair



Member

Attest: 

Clerk of the Authority



Authority Board Agenda Summary

MEETING DATE: September 15, 2015

AGENDA ITEM: Resolution 15-17: Interlocal Agreement for Mutual Aid

SUBMITTED BY: Sara Crouch TITLE: Finance Manager

DEPARTMENT: Administration

EXHIBITS/
ATTACHMENTS:

Interlocal Agreement for Mutual Aid

BUDGETARY IMPACT (if applicable)

BUDGETED: _____

EXPENDITURE REQUIRED: _____

FUNDING SOURCE: _____

REVIEWED BY: *Annmi Pulkert*

RECOMMENDATION: Approve

COMMENTS:

SUMMARY
STATEMENT:

Resolution 15-17 will authorize the General Manager to sign the Interlocal Agreement for Mutual Aid. This allows public transit agencies to join together to provide mutual aid to one another in time of emergency.

RECOMMENDED
ACTION/MOTION:

Motion: Approve Resolution 15-17

DRAFT

JEFFERSON TRANSIT AUTHORITY

Resolution 15-17:

Interlocal Agreement for Mutual Aid

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", to enter into an Interlocal Agreement for Mutual Aid

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows public entities in this state to enter into cooperative agreements; and

WHEREAS, certain public transit agencies wish to join together to provide mutual aid to one another in time of emergency;

NOW THEREFORE, BE IT RESOLVED in consideration of the mutual covenants set forth herein, it is hereby agreed to authorize the General Manager to sign the attached Interlocal Agreement.

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 September 15, 2015.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

INTERLOCAL AGREEMENT FOR MUTUAL AID

Whereas, RCW 39.34, the Interlocal Cooperation Act, allows public entities in this state to enter into cooperative agreements; and

Whereas, certain public transit agencies wish to join together to provide mutual aid to one another in times of emergency;

Now, therefore, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

Section 1. Purpose.

- a. Every public transit agency that signs this agreement shall use its best efforts to provide emergency assistance to another public transit agency when the requesting agency calls for help as a consequence of an emergency. No requesting agency should expect to receive help free of charge.
- b. In addition to emergency assistance as set forth in subsection in a non-emergency situations participating transit agencies may provide goods and services to one another upon mutually satisfactory terms and conditions.

Section 2. Definitions. Defined terms are in bold and are defined as follows:

- a. **Emergency assistance**-Receiving or providing personnel, equipment, or other assistance to aid in restoring or maintaining transit service or evacuating people or equipment when needed as a consequence weather, earthquakes, floods, fires, equipment malfunctions, accidents, sabotage, or any other events.
- b. **Participating agency**-A public transit agency that has signed this interlocal agreement.
- c. **Pool**-The Washington State Transit Insurance Pool.
- d. **Requesting agency**-A participating agency that makes a request for emergency assistance.
- e. **Responding agency**-A participating agency that provides emergency assistance.

Section 3. Request for assistance.

- a. Any request for assistance must come from the governing body or executive director of the requesting agency. The request shall specify, to the extent possible, the nature and magnitude of the assistance needed.
- b. The request for assistance may be made to a specific participating agency or to the Pool with the understanding that the Pool will broadcast the request to all participating agencies it believes may be in a position to provide assistance.

- c. The assistance period shall commence when the responding agency incurs expenses and shall end when all personnel and equipment have returned to the responding agency.

Section 4. Status of responding agency.

- a. The responding agency is a volunteer in the nature of an independent contractor. It may terminate its service before the emergency has ended but if it does so it shall use its best efforts to avoid further disruption to the requesting agency.
- b. Employees of the responding agency shall at all times remain employees of responding agency and shall never be considered as employees of requesting agency. Wages, hours, and other terms and conditions of employment of responding agency shall remain applicable to its employees.

Section 5. Use of equipment. When the emergency assistance entails the use of equipment, the requesting agency shall be responsible for its proper care, maintenance, and security. The requesting agency shall permit the equipment to be used only by properly trained operators. The responding agency may require that the equipment it provides be operated by its own personnel.

Section 6. Reimbursement.

- a. Requesting agency shall reimburse responding agency for all costs and expenses incurred in providing emergency assistance. Reimbursement shall include, but is not limited to, salaries, wages, benefits, travel, replacement cost of material, and charges for use of vehicles and equipment at responding agency's internal rates.
- b. Responding agency shall provide an invoice to requesting agency detailing all cost and expenses incurred. The invoice shall be paid within sixty days.
- c. Responding agency shall maintain an auditable record of the assistance provided.

Section 7. Hold harmless and indemnity.

- a. Requesting agency shall hold harmless, defend, and indemnify responding agency, its officers, employees, and agents, from any and all liability for loss, injury, damage, or expense which the responding agency may incur as a consequence of providing emergency assistance to requesting agency. This obligation extends to loss, injury, damage, or expense caused, in whole or in part, by acts, omissions or negligence of responding agency but does not extend to willful or wanton acts or omissions.
- b. Requesting agency shall reimburse responding agency for workers' compensation payments made to its employees for injuries sustained in the course of providing emergency assistance.

Section 8. Transmittal upon subscription.

- a. Upon subscription by a **participating agency**, the **participating agency** shall transmit an executed copy of this agreement to **Pool**.
- b. The **Pool** shall maintain a list of all **participating agencies** and shall annually distribute that list to all **participating agencies**.

Section 9. Duration. This agreement shall remain in effect until terminated.

Section 10. Termination. Any **participating agency** may terminate this agreement as to itself by giving written notice of such to **Pool**. Such termination shall not affect the viability of this agreement as to remaining **participating agencies**.

Section 11. Disputes.

- a. Parties shall attempt to resolve disputes by negotiation.
- b. Disputes not resolved by negotiation shall be mediated.
- c. For disputes that proceed to litigation, the prevailing party shall be entitled to its attorney's fees and costs.

Section 12. Counterparts. This agreement may be executed in counterparts so that all **participating agencies** need not sign the same document.

Dated this _____ day of _____, 20. _____

Participating agency _____

By its _____

Attest:

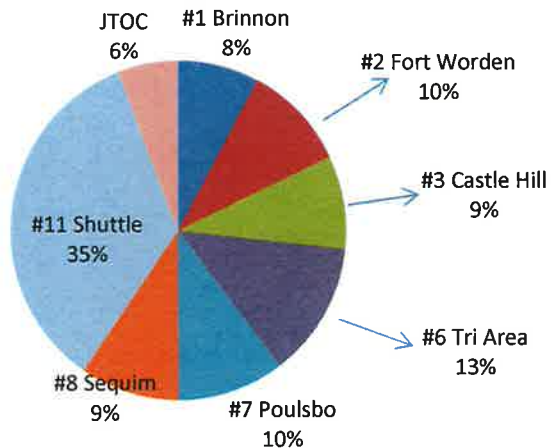
Approved as to form:

RIDERSHIP DASHBOARD

YEAR TO DATE/CURRENT VS. PREVIOUS MONTH

August

**August
Total:
(100%)
22,306**

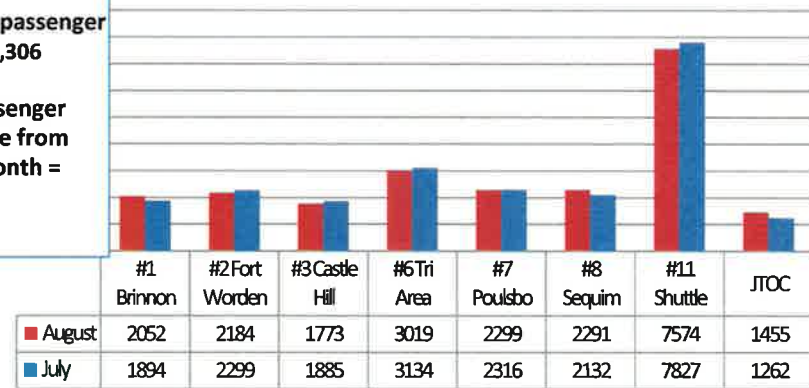


**July passenger
total 22,647**

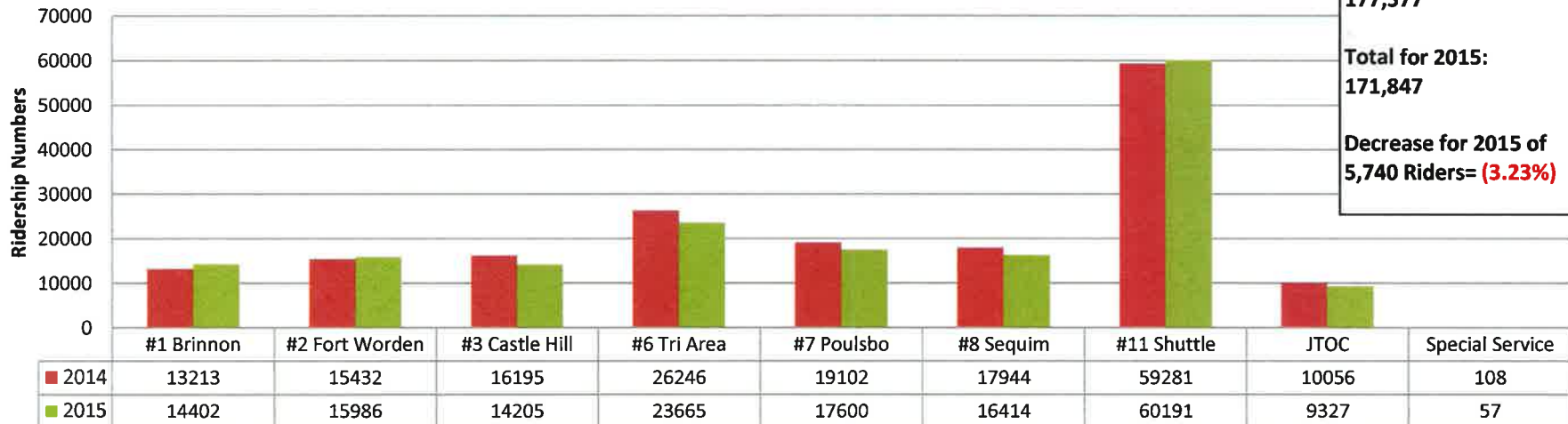
**August passenger
total: 22,306**

**341 passenger
Decrease from
prior month =
(1.50%)**

Month to Month Route Comparison



YTD Ridership by Route and Year as of August



**Total for 2014:
177,577**

**Total for 2015:
171,847**

**Decrease for 2015 of
5,740 Riders= (3.23%)**

JEFFERSON TRANSIT AUTHORITY

MONTHLY RIDERSHIP REPORT

August, 2015

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 Ft Worden	2241	3	57	302	2235	127	7.42	1.00	17.67
#3 Castle Hill / Cook Ave	1979	3	125	302	2748	130	6.55	0.72	15.24
#11 Shuttle	7728	41	256	635	2477	235	12.17	3.12	32.89
LOCAL TOTAL	11948	47	438	1239	7460	492	8.71	1.61	21.93

COMMUTER									
#1 Brinnon	1743	0	176	188	8084	226	9.27	0.22	7.73
#6A Tri Area Loop (5)	1522	3	134	115	2979	95	13.23	0.51	15.95
#6B Tri Area Loop (6)	1365	2	111	94	2435	78	14.52	0.56	17.50
#7 Poulsbo	2292	6	160	188	7877	201	12.19	0.29	11.39
#8 Sequim	2138	2	168	230	7912	179	9.30	0.27	11.92
COMMUTER TOTAL	9060	13	749	815	29286	780	11.70	0.37	12.90

2015 SPECIAL EVENTS	Boardings	Runs per event
Rhody Festival 2015	57	1
Wooden Boat Festival 2015	0	

WEST JEFFERSON	1298	7	24	188	12614	414	6.90	0.10	3.14
-----------------------	------	---	----	-----	-------	-----	------	------	------

TOTAL MONTHLY	22306	67	1211	2242	49360	1685	9.11	0.70	12.65
----------------------	--------------	-----------	-------------	-------------	--------------	-------------	-------------	-------------	--------------

21 Weekdays in Month 5 Saturdays in Month

VANPOOL

	Passenger Trips	Miles Travelled	Average Riders Per Van	Number of Vans in Service
Vanpool	1,212	6,333	5.2	4

DIAL A RIDE

	Boardings	Runs	Revenue Mileage	Revenue Hours	Boardings Per Run	Boardings Per Mile	Boardings Per Hour	Scheduled On Time Performance	New Applicants
Dial A Ride	983	920	4200	393	1.07	0.23	2.50	95.32%	4
DAR Mobility Aids	239								

*Boardings includes Passenger and Attendant if needed

JEFFERSON TRANSIT AUTHORITY

August 2015

Date of Document	Date Received	Originating Party	Correspondance Description	Date of Response
7/24/2015	8/3/2015	Gerd Nichtenbens	Bus Idling Complaint	Will discuss at All Staff Training
8/5/2015	8/5/2015	No Name	Route Request	No Name
8/5/2015	8/6/2015	Scarlet Sankey	Service Complaint	8/20/2015
8/6/2015	8/7/2015	Patricia	Driver Complaint	No Response Requested
8/6/2015	8/7/2015	Lee Brown	Service Complaint	Attempted No Answer
8/13/2015	8/13/2015	Eugene Brandon	Driver Complaint	None
8/11/2015	8/11/2015	Judith Best	Driver Complaint	8/11/2015
8/14/2015	8/14/2015	Elizabeth Johnson	Bus Stop Complaint	See Contact Record
8/14/2015	8/17/2015	Donald Zergman	Driver Complaint	8/17/2015
8/17/2015	8/17/2015	No Name	Driver Complaint	No Name
8/18/2015	8/19/2015	Leon Whitley	Driver Complaint	8/20/2015
8/18/2015	8/20/2015	Scarlet Sankey	Route Complaint	8/20/2015
8/21/2015	8/24/2015	Tim Morgan	Shelter Request & Route Request	No Response Requested
8/24/2015	8/24/2015	Tim Morgan	Shelter Request	No Response Requested
8/27/2015	8/27/2015	Bo Boudrey	Driver Complaint	8/31/2015
8/28/2015	8/28/2015	Marian Barber Douglas	Driver Complaint	No Response Requested