

RESOLUTION NO. 2005-01

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD CHAIR TO APPLY FOR AND ACCEPT FEDERAL GRANTS**

**Whereas**, the Mason County Transportation Authority desires to apply for Federal Funding Assistance; and

**Whereas**, the Federal Transit Administration requires a Resolution of the Mason County Transportation Authority Board authorizing a delegated representative to apply for, accept and sign all required certifications and assurances for Federal Grants.

**BE IT HEREBY RESOLVED BY THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF COMMISSIONERS** that authorization, be established as follows:

**THAT THE CHAIR OF THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF COMMISSIONERS IS HEREBY AUTHORIZED TO APPLY FOR AND ACCEPT FEDERAL GRANTS ON BEHALF OF THE MASON COUNTY TRANSPORTATION AUTHORITY.**

**FURTHER, THAT THE CHAIR OF THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF COMMISSIONERS IS HEREBY AUTHORIZED TO SIGN FROM YEAR TO YEAR REQUIRED CERTIFICATIONS AND ASSURANCES FOR FEDERAL GRANTS ON BEHALF OF THE MASON COUNTY TRANSPORTATION AUTHORITY.**

DATED this 8 day of February, 2005.

  
Commissioner Dawn Pannell, Chair

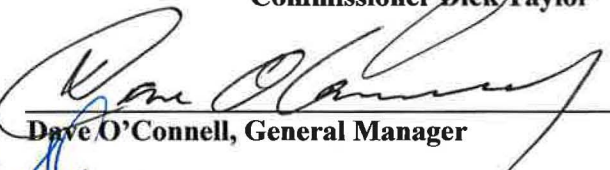
  
Commissioner Jayni Kamin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Authority

DATE: 2/8/05

**RESOLUTION NO. 2005-02**

**A RESOLUTION BY THE MASON COUNTY TRANSPORTATION  
AUTHORITY AUTHORIZING WALLACE/KNEELAND BOULEVARD BUS PULLOUT  
PROJECT CONTRACT AWARD**

**WHEREAS**, Mason County Transportation Authority needs to relocate its bus shelter located in the parking lot at Walmart in Shelton, Washington; and

**WHEREAS**, a bus pullout location has been identified on Wallace/Kneeland Boulevard in Shelton to serve as a bus stop; and

**WHEREAS**, a Request for Bids solicitation was approved and conducted for the Wallace/Kneeland Boulevard Bus Pullout project; and

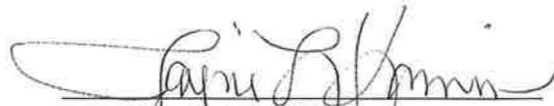
**WHEREAS**, bids were received and opened on Friday, February 11, 2005 at 4:00 pm; and


**WHEREAS**, the lowest responsive bidder is Legacy Construction, L.L.C.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE MASON COUNTY  
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS** approve the Wallace/Kneeland  
Boulevard Bus Pullout project contract award to Legacy Construction, L.L.C.

Dated this 25<sup>th</sup> day of February, 2005.

  
Dawn Pannell, Chair

  
Jayni Kamin, Vice Chair


  
Commissioner Lynda Ring-Erickson

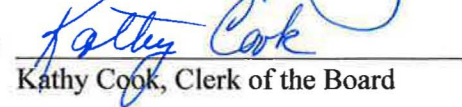
\_\_\_\_\_  
Mayor John Tarrant

  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 2/25/05

February 16, 2005

Mr. Dave O'Connell, General Manager  
Attention: Ms. Kathy Cook, Administrative Services Manager  
Mason County Transportation Authority  
PO Box 1880  
Shelton, Washington 98584

Re: Mason County Transit Authority (MCTA)  
Wallace Boulevard Bus Pullout Project  
Recommendation for Project Award

Dear Mr. O'Connell:

In conformance with the request of Ms. Kathy Cook by correspondence dated February 11, 2005, I have completed my review of the bid results/documentation for the subject project. The documentation review included those documents identified in the February 11<sup>th</sup> dated correspondence.

As I recall, no bids were received for the bid call conducted in the fall of the year 2004. Please note that our construction estimate was provided to you in April of 2004, and assumed that construction would occur in the 2004 construction season. Our construction estimate (excluding sales tax) was \$29,405. Within an inflation factor (for construction in the year 2005) of 10%, our updated estimate would have been approximately \$32,400, or about 20% lower than the low bid amount of \$38,800.

Based on your situation I do not believe that you will receive lower bids with a subsequent bid call. I would recommend that MCTA award the construction to the low bidder, Legacy Construction LLC, based on their low bid received at \$38,800 (plus sales tax applicable) subject to:

1. Your attorney's review of the bid bond and bid documentation.
2. Sufficient funding available in your budget.

Please feel free to contact me if you have any questions.

Sincerely,  
**Jerome W. Morrissette & Associates Inc., P.S**

  
Jerome W. Morrissette, P.E.  
Principal



RESOLUTION NO. 2005-03

A RESOLUTION AUTHORIZING MASON COUNTY TRANSPORTATION  
AUTHORITY'S BOARD CHAIR TO SIGN THE  
SECOND AMENDMENT TO MUTUAL AGREEMENT GCA3698

WHEREAS, THE Mason County Transportation Authority (MCTA) has entered into Mutual Agreement GCA3698 with the Washington State Department of Transportation for the Consolidated Public Transportation Grant Program; and

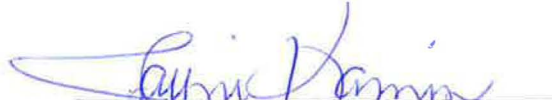
WHEREAS, the need exists to amend said agreement to add additional Federal funds for project B of the Agreement to assist with the capital purchases of one (1) replacement transit coach, and one (1) expansion transit coach for demand response and fixed route transportation services to the general public in Mason County.

WHEREAS, the Washington State Department of Transportation has requested a Resolution of the Mason County Transportation Authority Board authorizing the signature of its representative as Contractor to said amendment,

NOW, THEREFORE, BE IT RESOLVED BY THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS that MCTA Board Chair is hereby authorized to sign said Amendment to Mutual Agreement GCA3698 as Contractor on behalf of the Mason County Transportation Authority.

Dated this 8<sup>th</sup> day of March, 2005.

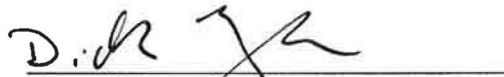
  
Dawn Pannell, Chairman

  
Jayni Kamin, Vice Chair


\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

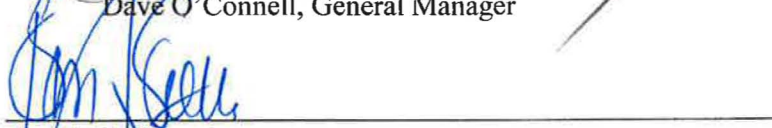
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Commissioner Tim Sheldon

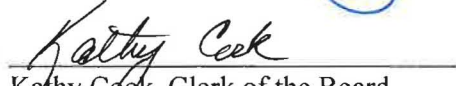
  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 3/8/05



The SECOND AMENDMENT to AGREEMENT GCA3698, entered into between the Washington State Department of Transportation (hereinafter called the "Department"), and Mason County Transportation Authority (hereinafter called the "Contractor"), WITNESSES THAT:

WHEREAS, the parties hereto agree to add \$188,852 in 5309 Federal funds into Project B, with an additional, proportional \$47,213 in Contractor Share funds. These funds are to assist with the capital purchases associated with the project; and

NOW THEREFORE, the following amendments are hereby incorporated into Agreement GCA3698:

1. Delete existing language in the PROJECT COST of the Agreement and replace it to read as follows:

PROJECT COST	
Federal Share	\$ 923,968
Contractor Share	\$ 230,992
Total Project Cost	\$1,154,960

2. Delete existing language in the Scope of Project, Project B and replace it to read as follows:

• **PROJECT B**

**Scope of Work:** Provide capital funding assistance for the purchase of two (2) replacement minibuses, one (1) replacement transit coach, and one (1) expansion transit coach for demand response and fixed route transportation services to the general public in Mason County.

**Budget:** Funding identified in the PROJECT COST section of this Agreement reflects funding for 2003/2005.

Funding	Percentage	2003/2005 Actual	Totals
Total Project Cost	100%	\$577,960	\$577,960
Contractor Share	20%	\$115,592	\$115,592
FTA 5309	80%	\$462,368	\$462,368

3. A copy of this amendment to the Agreement shall be attached to and made a part of the original Agreement. Any references in such Agreement to the "Agreement" shall mean "Agreement as amended".
4. All other terms and conditions of the original Agreement not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

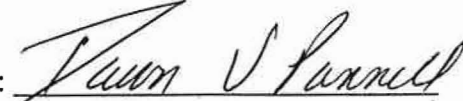
IN WITNESS WHEREOF, the parties hereto have executed this amendment the day and year last written below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
JUDITH GINIGER, Director  
Public Transportation and  
Rail Division

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

**CONTRACTOR**

By:   
Dawn Pannell  
Title: Chairman

Date: March 8, 2005

**RESOLUTION NO. 2005-04**

**A RESOLUTION BY THE  
MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY  
IMPLEMENTING A SUMMER YOUTH ADVENTURE PASS PROGRAM**

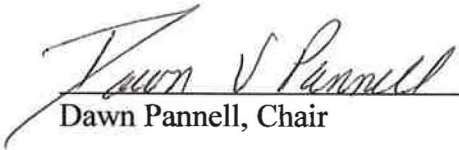
**WHEREAS**, the Mason County Transit Authority (MCTA) by Amendment to Resolution 2001-05 established a fare system limited to its regional routes and implemented the "Monthly Pass Policy" effective November 1, 2001; and

**WHEREAS**, the MCTA was approached by Clallam Transit to partner with neighboring transits in a "Summer Youth Adventure Pass" program expanding the travel opportunities for youth from Memorial Day through Labor Day; and

**WHEREAS**, at a regular meeting held on February 8, 2005, the MCTA Board of Directors approved the "Summer Youth Adventure Pass" program and appropriate pass charge of \$10.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Mason County Board of Directors hereby authorize the General Manager to develop and implement a "Summer Youth Adventure Pass" program in accordance with the attached "Monthly Pass Policy" dated April 12, 2005.

**Dated this 12<sup>th</sup> day of April, 2005.**

  
Dawn Pannell, Chair

\_\_\_\_\_  
Jayni Kamin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

\_\_\_\_\_  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 4/12/05



# Mason Transit

## Monthly Pass Policy Adopted 04/12/05

<b>Fare Type</b>	<b>Rate</b>	<b>Effective</b>
Regional Service		
Adult	\$ 1.00 per ride	11/1/01
Senior and Persons with Disabilities	\$ .50 per ride	
Child**	Free	11/1/01
Monthly Pass	\$22.00	
Senior and Persons with Disabilities Pass	\$ 9.00	
Youth Pass***	\$14.00	
<b>Summer Youth Adventure Pass****</b>	<b>\$10.00</b>	<b>Memorial Day thru Labor Day</b>

- Reduced Fare for persons 65+ years of age and disabled persons requires a Mason Transit Pass, Regional Reduced Fare Permit, or a valid identification of age 65+.

\*\* Child = 5 years and under when accompanied by an adult.

\*\*\* Youth Pass = 6-17 years issued for one month.

\*\*\*\* Youth Pass = 6-17 years issued and valid from Memorial Day thru Labor Day.

**RESOLUTION NO. 2005-05**

**A RESOLUTION OF THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD  
APPROVING AMENDMENT NO. 1 – INTERLOCAL AGREEMENT BETWEEN  
CLALLAM TRANSIT SYSTEM, GRAYS HARBOR TRANSPORTATION AUTHORITY  
AND JEFFERSON TRANSIT AUTHORITY**

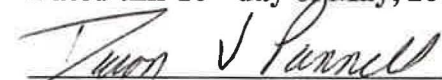
**WHEREAS**, the Mason County Transportation Authority (MCTA) Board has determined it to be desirable to partner with Clallam Transit System, Grays Harbor Transportation Authority and Jefferson Transit Authority in the 2005 “Summer Youth Pass Program” expanding the travel opportunities for youth from Memorial Day through Labor Day; and

**WHEREAS**, the Board approves entering into an Interlocal Agreement upon approval by their respective Boards.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The BOARD hereby accepts the terms and conditions of the Interlocal Agreement as set forth in “Exhibit A” which is attached to this resolution and made a part thereof by this reference.
2. The BOARD hereby authorizes the General Manager to execute Amendment No. 1 of the Interlocal Agreement as set forth in “Exhibit B” which is attached to this resolution and made a part thereof by this reference.

**Dated this 10<sup>th</sup> day of May, 2005.**

  
\_\_\_\_\_  
Dawn Pannell, Chair

  
\_\_\_\_\_  
Jayni Kamin, Vice Chair

  
\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
\_\_\_\_\_  
Mayor John Tarrant

  
\_\_\_\_\_  
Commissioner Tim Sheldon

  
\_\_\_\_\_  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
\_\_\_\_\_  
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
\_\_\_\_\_  
Ben Settle, Legal Counsel

ATTEST:   
\_\_\_\_\_  
Kathy Cook, Clerk of the Board

DATE: 5/10/05

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made by and between the Clallam Transit System ("CTS"), Grays Harbor Transportation Authority ("GRAYS HARBOR"), and Jefferson Transit Authority ("JEFFERSON"), known collectively as the Parties ("THE PARTIES").

### REPRESENTATIONS:

1. CTS, GRAYS HARBOR, and JEFFERSON are each public transportation benefit authorities, organized under the provisions of Chapter 36.57A, RCW, and are municipal corporations of the State of Washington.
2. Each of THE PARTIES operates a public transportation service within its respective county.
3. Each of THE PARTIES, as part of the operation of such public transportation service, provides for a "Summer Youth Pass Program". The program permits certain persons to purchase a bus pass which is valid from the day after Memorial Day (May 31, 2005) through the Saturday prior Labor Day (September 3, 2005), and which permits the holder of that pass to ride the bus within the respective jurisdiction for no further charge than initially paid for the pass, during the effective dates of the pass.
4. THE PARTIES are desirous of expanding the geographical area available to holders of these passes, by agreeing that each will fully honor such a pass issued by another of the entities.

NOW, THEREFORE, in consideration of the above representations and the mutual covenants and promises contained in this AGREEMENT, and pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34, RCW, it is agreed between THE PARTIES as follows:

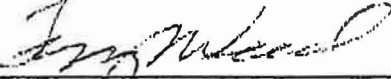
1. During the calendar year 2005, each of THE PARTIES will fully honor a "Summer Youth Pass" issued by any other of THE PARTIES from 12:01 a.m. on May 31, 2005, through 11:59 p.m. on September 3, 2005. During this period of time, none of the entities shall charge any persons presenting such a pass any additional fee or charge for riding their respective bus systems anywhere within the service area of the party.
2. This AGREEMENT shall only apply to use of the passes on fixed-route services.
3. Each of THE PARTIES agrees to provide the others, within ten (10) days of the date of the execution of this AGREEMENT, with a specimen copy of the pass to which this AGREEMENT applies. The obligation to honor passes shall only apply to originals of such specimen passes.
4. Any person using such a pass shall be subject, at all times and places, to all rules and policies of THE PARTY'S system upon whom they may be riding.



5. THE PARTIES further agree, during the fourth quarter of 2005, to review together the effectiveness of this AGREEMENT and, at that time, to consider execution of a similar agreement for 2006.

Dated this 24th day of January 2005.

Clallam Transit System

  
\_\_\_\_\_  
By Terry G. Weed  
Its General Manager

Grays Harbor Transportation Authority

\_\_\_\_\_  
By Dave Rostedt  
Its Manager

Jefferson Transit Authority

\_\_\_\_\_  
By Dave Turissini  
Its General Manager

Amendment No. 1

INTERLOCAL AGREEMENT  
2005 Summer Youth Pass Program

This Amendment is made this 18th day of April, to that certain Interlocal Agreement dated January 24, 2005, between the Clallam Transit System ("CTS"), Grays Harbor Transportation Authority ("GRAYS HARBOR"), and Jefferson Transit Authority ("JEFFERSON").

For and in consideration of:


Section 1.

The Interlocal Agreement is hereby amended to include Mason County Transportation Authority ("MASON") as one of the participating parties ("THE PARTIES") during the term of the agreement.

Section 2.

In all other respects the Interlocal Agreement of January 24, 2005, is ratified and affirmed.

Clallam Transit System

By: 

Its: General Manager

Grays Harbor Transportation Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

Jefferson Transit Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

Mason County Transportation Authority

By: 

Its: General Manager

**RESOLUTION NO. 2005-06**

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION  
AUTHORITY BOARD CHAIR TO SIGN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AGREEMENT #  
GCA4403**

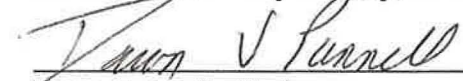
**WHEREAS**, the Transportation Budget provides funding to the Washington State Department of Transportation (WSDOT) for the Statewide Vanpool Capital Investment Program; and

**WHEREAS**, the Mason County Transportation Authority Board approved the acquisition of additional vanpool vehicles in September 2004 as part of the Washington State Department of Transportation Vanpool Expansion Program.

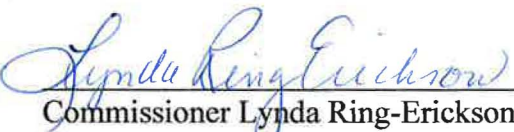
**NOW THEREFORE BE IT RESOLVED**, that Mason County Transportation Authority enter into Mutual Agreement #GCA4403 with the Washington State Department of Transportation for \$292,733 in capital funds to purchase 15 new Ford 12-passenger vans.

**BE IT FURTHER RESOLVED**, that the Mason County Transportation Authority Board hereby authorizes the Chair to execute said Agreement #GCA4403 as Contractor on behalf of the Mason County Transportation Authority.


**Dated this 10<sup>th</sup> day of May, 2005.**

  
\_\_\_\_\_  
Dawn Pannell, Chair

  
\_\_\_\_\_  
Jaymi Kamin, Vice Chair

  
\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
\_\_\_\_\_  
Mayor John Tarrant

  
\_\_\_\_\_  
Commissioner Tim Sheldon

  
\_\_\_\_\_  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
\_\_\_\_\_  
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
\_\_\_\_\_  
Ben Settle, Legal Counsel

ATTEST:   
\_\_\_\_\_  
Kathy Cook, Clerk of the Board

DATE: 3/10/05



<b>Capital Assistance Agreement</b>	
<b>Washington State Department of Transportation</b> <b>310 Maple Park Avenue SE</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>	<b>CONTRACTOR</b> <b>Mason County Transportation Authority</b> <b>PO Box 1880</b> <b>Shelton, WA 98584-5018</b> <b>Federal ID# 91-1554133</b>
<b>PROJECT COST</b> \$292,733	
<b>AGREEMENT NUMBER</b> <b>GCA4403</b>	<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I attached and incorporated by this reference.
<b>Term of Project:</b> February 1, 2005 through the useful life of the Project Equipment	<b>Service Area:</b> Commute areas within Mason County and across Mason County lines that benefit Mason County.

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

WHEREAS, the Transportation Budget, provides funding to WSDOT for Statewide Vanpool Capital Investment Program through biennial appropriations.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the CONTRACTOR agree as follows:

**Section 1**

**Purpose of Agreement**

The purpose of this AGREEMENT is to provide for Equipment to be used in the undertaking of transportation services to the residents of the state (hereinafter referred to as "Project") by the CONTRACTOR and to state the terms, conditions, and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and completed.

**Section 2**

**Scope of Project**

The CONTRACTOR shall undertake and complete the purchase of the Equipment described in the caption space titled "Scope of Project," above (hereinafter referred to as "Project Equipment") and operate the Project Equipment within the area described in the caption space titled "Service Area", above, in accordance with the terms and conditions of this AGREEMENT. All costs to be charged against this AGREEMENT must be incurred within that time period set forth in caption space "Term of Project" for federal funds, and by June 30, 2005 for state funds.

**Section 3**

**Time of Performance**

The Project Period of this AGREEMENT shall commence on the date indicated on page 1 of this AGREEMENT and end at the end of the useful life of the Project Equipment, 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 cost of the Project shall be in the amount indicated in the caption space titled "PROJECT COST," above. The CONTRACTOR agrees to expend eligible funds in an amount sufficient, together with the federal and/or state funds allocated for the Project, to assure payment of the amount under the caption space titled "PROJECT COST". The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the CONTRACTOR's Share unless there is a concurrent proportional reduction in the Federal and/or State Share. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT

**FIRST AMENDMENT TO  
RESOLUTION NO. 2001-01**

**A RESOLUTION BY THE MASON COUNTY TRANSPORTATION AUTHORITY  
ADOPTING A VOLUNTEER DRIVER PROGRAM POLICY AND STATEMENT OF  
UNDERSTANDING**

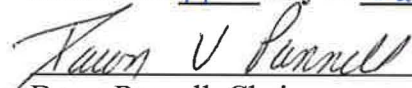
**WHEREAS**, the Mason County Transportation Authority (MCTA) has entered into a contractual agreement with the Lewis-Mason-Thurston Area Agency on Aging (LMTAAA) for assistance to fund the MCTA Volunteer Driver Program; and

**WHEREAS**, the LMTAAA requested and MCTA established a formal Volunteer Driver Program Policy and Statement of Understanding; and

**WHEREAS**, from time to time revisions are necessary to be consistent with program changes and best practices in how MCTA's Volunteer Driver Program Policy is implemented.

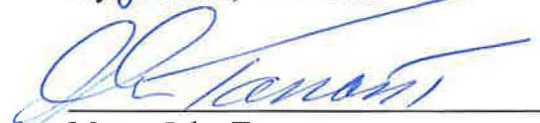
**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Mason County Transportation Authority Board of Commissioners that the attached revised Volunteer Driver Program Policy and Statement of Understanding be and they are hereby adopted.

Dated this 14<sup>th</sup> day of JUNE, 2005.

  
\_\_\_\_\_  
Dawn Pannell, Chair

  
\_\_\_\_\_  
Jayni Kamin, Vice Chair

  
\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
\_\_\_\_\_  
Mayor John Tarrant

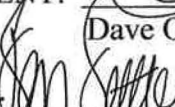
\_\_\_\_\_  
Commissioner Tim Sheldon

  
\_\_\_\_\_  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ben Settle, Legal Counsel

ATTEST:   
\_\_\_\_\_  
Kathy Cook, Clerk of the Board

DATE: 6-14-05



## MASON TRANSIT VOLUNTEER DRIVER PROGRAM POLICY

### 1. Service Definition

Volunteer Transportation Services are provided in a variety of settings across the State and are usually an adjunct to regularly scheduled transportation services for persons with special needs. They provide a necessary alternative to regular transportation services when they are available.

Volunteer drivers perform their functions on behalf of or under the direction of the agency seeking their services. While the volunteer's vehicle is in use on agency directed business, the vehicle is considered a mobile work site and the volunteer an agent of the agency. The scope of the volunteer driver's relationship with the agency should be limited to the purposes of transporting and escorting (as needed) clients to and from essential services, e.g., health facilities, social services, nutrition sites, etc. Volunteer drivers in this program drive their own cars and receive reimbursement for expenses incurred, as follows:

- (a) Tolls and parking will be reimbursed for the actual values. If the cost item exceeds two dollars, the driver should submit a receipt with the claim.
- (b) Drivers should attempt to control program costs by scheduling their meals around trips and furnishing their own snack lunches. However, meals are a reimbursable cost if unforeseen delays occur and the trip exceeds four hours. Cost reimbursement for meals shall not exceed thirty dollars a day; or six dollars for meals before 12:00 P.M., ten dollars for meals between 12:00 P.M. and 6:00 P.M. and fourteen dollars for meals after 6:00 P.M.
- (c) **Mileage is variable with the cost of fuel. The MCTA will set the mileage reimbursement rate and so inform the drivers prior to any commitment of the trip. The mileage allowance shall not exceed the IRS reimbursable level.**
- (d) The MCTA will not reimburse drivers for fines resulting from illegal operation of the vehicle, i.e., traffic or parking violations.

### 2. Target Population

The target populations for the Volunteer Transportation Program are persons who, because of financial or physical incapacity, have no appropriate means of transportation available to them. Persons using the service are unable to use the regular transportation services when available.

### 3. Minimum Requirements for Volunteer Transportation Programs

#### (a) Insurance Coverage

Each person volunteering his/her services and his/her vehicles in the Volunteer Transportation Program shall meet the State requirements as to motor vehicle policy or bond, as the volunteer's personal

insurance is the primary liability protection. The following minimum coverage is recommended by the State of Washington in the Revised Code of Washington (RCW 46.29.090):

- \$25,000 bodily injury, each person
- \$50,000 bodily injury, each accident
- \$10,000 property damage

Please note that the minimum coverage established by the RCW are viewed by some insurance and legal professionals to be inadequate.

Volunteers should provide proof of coverage that will be satisfactory to the transportation provider. The agency the volunteer is affiliated with will maintain excess automobile insurance which supplements auto insurance coverage for each volunteer driving his/her own vehicle.

The agency should explore with its insurer the need for any additional coverage or coverages. In obtaining the excess coverage, the agency is advised to insure that the policy has wording that is specific to the coverage of volunteers (i.e., other workers under the supervision, control or direction of the insuring organization).

(b) Volunteer Driver Selection

Transportation providers offering a volunteer transportation component should assure that the volunteer drivers are reliable and able to drive safely. If at any time MCTA deems that a volunteer driver is not performing his/her duties in a safe and reliable manner, at the sole discretion of MCTA no further volunteer services will be assigned, including those that have been ongoing, pending determination by the volunteer coordinator. Selection of volunteer drivers should be based upon the following criteria:

- (1) Prospective volunteer should have an appropriate and valid Washington State driver's license.
- (2) Assurance that the prospective volunteer has a safe driving record; at a minimum the volunteer should have had no at-fault accidents or moving violations in the past three years.
- (3) Assurance that prospective volunteer has no criminal history record or record of Child or Adult abuse.**
- (4) Assurance that prospective volunteer has State established minimum required insurance coverage.
- (5) Assurance by prospective volunteer that his/her vehicle is mechanically sound.
- (6) Assurance by prospective volunteer that he/she is physically capable of safely driving their vehicle and that medications are not being taken that affect driving ability. Additional assurance may be requested in the form of a letter provided by the volunteer's physician.
- (7) Assurance that prospective volunteer's vehicle has seat belts; that the volunteer will use seat-belts at all times and will require compliance by their passenger(s) of Washington State Laws regarding the wearing of seat belts.
- (8) Assurance by the prospective volunteer that he/she will maintain required records, (e.g., verification of trip records.)
- (9) Assurance that the prospective volunteer will refrain from accepting any donations from clients. Self-addressed envelopes are provided for clients wanting to make voluntary donations which protects the client's right to confidentiality and which safeguards the funds from theft or fraud.**
- (10) Assurance that the prospective volunteer will maintain the conditions of his/her selection in B (1)-(10) above.

(c) Volunteer Driver Orientation

The agency should provide orientation to volunteers prior to their providing service.

Orientation should include:

- (1) Information about the agency.
- (2) The purpose of the Volunteer Transportation Program.
- (3) The role volunteers play in the Community Transit System.
- (4) An explanation of the job description.
- (5) Volunteer rights and responsibilities:
  - To maintain their vehicle in safe operating condition.
  - To assure the use of seat-belts by passengers and volunteer.
  - To maintain client confidentiality.
  - To maintain the client's right to self-determination.
  - To exercise due care in operating the motor vehicle.
  - To notify the agency in the event of an accident.
  - To appropriately use Disabled Parking Permit.
- (6) Reimbursement for expenses incurred.
- (7) Reporting requirements.
- (8) Evaluation.
- (9) Agency contact and supervision.

(d) Volunteer Driver Training

Special training opportunities should be encouraged for:

CPR  
Defensive Driving  
First-Aid

The project is encouraged to coordinate training with other community programs in order to maximize the volunteer's knowledge about the integration with the area service delivery system. Cost of such training will be reimbursed by MCTA.

(e) Volunteer Driver Review

On at least a semi-annual basis, each volunteer driver will be reviewed in conference to:

- (1) Update job application information with regard to name, address and emergency contact; Driver's license information; at-fault accidents and traffic violations; vehicle information; health status; and certification statement.
- (2) Review performance and job responsibilities.

Any accident or reportable incident involving a volunteer performing agency-sponsored activity should be reported and investigated immediately by the agency. A report of the accident should be filed in the volunteer's personnel file.





**MASON COUNTY TRANSIT AUTHORITY**  
**VOLUNTEER DRIVERS DRIVING PERSONAL AUTOMOBILES**  
**STATEMENT OF UNDERSTANDING**

The purpose of the volunteer driver is to provide safe and reliable transportation to and from essential services (e.g. medical facilities, social services, nutrition sites, etc.)

Volunteer drivers in this program drive their own personal vehicles and may or may not be reimbursed for expenses incurred depending on prior agreement with the agency. Only expenses that have been authorized by Mason County Transportation Authority (MCTA) will be considered for reimbursement. MCTA provides automobile and general liability insurance to the overall program excess of the volunteer drivers' personal auto insurance.

The rider being transported by a volunteer driver is a person who has been determined by MCTA to have no appropriate means of personal transportation available.

The following minimum insurance coverage is required by the State of Washington in the Revised Code of Washington (RCW 46.29.090):

\$25,000 bodily injury, each person  
\$50,000 bodily injury, each accident  
\$10,000 property damage

I understand that I must meet these standards for motor vehicle insurance, policy or bond. My personal insurance is the primary liability protection and must be issued by a company authorized to do business in the State of Washington. **I understand that I am not an employee or agent of MCTA and that I will indemnify and hold harmless the MCTA, its employees, officers and agents from any and all claims arising out of, or in any way connected to my activities as a volunteer driver.**

I will provide MCTA with a certificate of insurance as proof of coverage. In the event that my coverage changes or is cancelled, I will immediately notify MCTA of such changes or cancellations. I have had a valid Driver's license for the past three (3) years and currently possess a valid Washington State Driver's license. I will provide a copy of my valid Driver's license to MCTA. **I understand that MCTA will be requesting an Abstract of Driving Record (MVR) Check and a Criminal History Check to ensure no history of Child or Adult abuse.**

I have had no at-fault vehicle accidents in the past three (3) years and agree to have MCTA verify my driving record. I will notify immediately and provide MCTA with a copy of:

1. Any accident reports in the event that I am involved in a vehicle accident.
2. Any moving violation that I may receive while this agreement is valid.

I am physically capable of driving my vehicle safely and will not drive while using any alcohol, drugs, or controlled substances that may affect my driving ability, either prescription or over-the-counter. I will provide a statement from my physician stating that I am capable of participation in this program, if requested by MCTA to do so.

I agree to accept trip assignments that may require transport of more than one passenger.

My vehicle is mechanically sound and is equipped with seatbelts, which I and my passengers will use. Children age sixteen (16) and under will be placed in the rear of the vehicle and child restraints will be properly used for all children under the age of three (3) years or forty pounds (40 lbs.).

I will maintain all records required by MCTA. **I will not accept donations from any passenger, but will provide a MTA self-addressed envelope for passengers' wanting to make a voluntary donation directly to MCTA which safeguards the funds from theft or fraud and protects the passenger's right to confidentiality.**

I have been provided with information about MCTA, the purpose of the Volunteer Transportation Program, and my role and responsibilities as a volunteer driver.

I will notify MCTA at the time that I no longer wish to be involved in this program.

I have read and understand the above statements.

MCTA or the undersigned may terminate this agreement at any time.

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

**RESOLUTION NO. 2005-07**

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION  
AUTHORITY BOARD CHAIR TO SIGN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AGREEMENT #GCA4464**

**WHEREAS**, the State of Washington provides Rural Mobility and Paratransit/Special Needs funding through its 2005-2007 biennial appropriations to Washington State Department of Transportation; and

**WHEREAS**, the Mason County Transportation Authority (MCTA) desires to enter into Mutual Agreement GCA4464 with the Washington State Department of Transportation for the State Operating Consolidated Grant Program to receive funding for the following projects:

- 1) Project A – Operating funds to develop a call center and maintain and expand route deviated and demand response transportation services for persons with special needs and the general public in Mason County
- 2) Project B – Operating funding assistance to sustain and expand route deviated and demand response transportation for persons with special needs in Mason County; and

**WHEREAS**, the Washington State Department of Transportation has requested a Resolution of the Mason County Transportation Authority Board authorizing the signing of the Agreement by it's representative as Contractor.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Mason County Transportation Authority Board of Directors that MCTA Board Chair is hereby authorized to sign Agreement GCA4464 as Contractor on behalf of the Mason County Transportation Authority.

**Dated this 29<sup>th</sup> day of June, 2005.**

  
\_\_\_\_\_  
Dawn Pannell, Chair

  
\_\_\_\_\_  
Jayni Kamn, Vice Chair

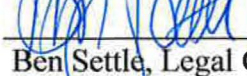
\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
\_\_\_\_\_  
Mayor John Tarrant

  
\_\_\_\_\_  
Commissioner Tim Sheldon

  
\_\_\_\_\_  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
\_\_\_\_\_  
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
\_\_\_\_\_  
Ben Settle, Legal Counsel

ATTEST:   
\_\_\_\_\_  
Kathy Cook, Clerk of the Board

DATE: 6/29/05

Agenda Item: **New Business – Item 3 - Action**

Subject: **Washington State Department of Transportation Grant Agreement  
GCA 4464 – Service Area Description Change**

Prepared by: Dave O'Connell

Approved by: Dave O'Connell

**Motion for Consideration:**

Move to approve the "Service Area" description change to Washington State Department of Transportation Agreement GCA 4464.

**Summary for Discussion Purposes:**

Staff requested consideration by the Washington State Department of Transportation (WSDOT) to change the "Service Area" description for Grant GCA 4464 issued to Mason County Transportation Authority to reflect Mason Transit operates across county lines.

WSDOT recognizes that Mason Transit operates across county lines into Thurston and Kitsap counties, and has changed the "Service Area" description from *Mason County* to *Mason County and commute areas that benefit Mason County*.

**Recommendation:**

Approve.

**Fiscal Impact:**

## State Operating Consolidated Grant Agreement

<b>Washington State Department of Transportation</b> <b>310 Maple Park Avenue SE</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>		<b>CONTRACTOR</b> <b>Mason County Transportation Authority</b> <b>PO Box 1880</b> <b>Shelton, WA 98584-5018</b>
<b>PROJECT COST</b>		
State Funds	\$ 1,324,908	
Contractor Funds	\$ 1,324,908	
Total Cost	\$ 2,649,816	
<b>AGREEMENT NUMBER</b> <b>GCA4464</b>		<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I, Scope of Project and Budget, attached and incorporated by this reference.
<b>Term of Project:</b> Date of Execution through June 30, 2007		<b>Service Area:</b> Mason County and commute areas that benefit Mason County

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

WHEREAS, the State of Washington in its Sessions Laws of 2005, chapter 313, section 225 provides Rural Mobility and Paratransit/Special Needs funding through its 2005-2007 biennial appropriations to WSDOT;

WHEREAS, the State of Washington Paratransit/Special Needs funds provide for the support of residents with special transportation needs; and

WHEREAS, this AGREEMENT is subject to the appropriations of the State of Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the CONTRACTOR agree to the following terms and conditions:

### Section 1

#### Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide operating funds to the CONTRACTOR to be used to assist with providing transportation services to residents of rural areas and/or residents with special needs within the Service Area (hereinafter referred to as "Project"), by the CONTRACTOR and to state the terms, conditions, and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and completed.

### Section 2

#### Scope of Project

The CONTRACTOR shall undertake and complete the Project described in the caption space above titled "Scope of Project," in accordance with the terms and conditions of this AGREEMENT. The CONTRACTOR shall commence, perform, and complete the Project within the period of time defined within the caption space titled "Term of Project".

### Section 3

#### Contractor's Share of Project Costs

The cost of the Project shall be in the amounts detailed in the caption space above titled "PROJECT COST". The CONTRACTOR agrees to expend eligible funds, together with the CONTRACTOR funds allocated for the Project, in an amount sufficient to complete the Project as detailed in caption space titled "PROJECT COST". The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the CONTRACTOR's share unless there is a concurrent proportional reduction in the WSDOT share. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT, will differ from the amount indicated in the caption space titled "TOTAL PROJECT COST", above, the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

**Agenda Item: New Business – Item 1**

**Subject: Resolution No. 2005-07 Authorizing the Mason County Transportation Authority Board Chair to sign Washington State Department of Transportation Agreement #GCA4464**

Prepared by: Dave O'Connell

Approved by: Dave O'Connell

**Motion for Consideration:**

Move to authorize the Mason County Transportation Authority Board Chair to sign Washington State Department of Transportation Agreement #GCA4464 for Rural Mobility and Paratransit/Special Needs funding.

**Summary for Discussion Purposes:**

The State of Washington provides Rural Mobility and Paratransit/Special Needs funding through its 2005-2007 biennial appropriations to Washington State Department of Transportation.

Mason County Transportation Authority's share is \$1,324,908 of the total project cost of \$2,649,816.

Legal Counsel has reviewed Agreement #GCA4464

**Recommendation:**

Approve.

**Fiscal Impact:**



## State Operating Consolidated Grant Agreement

<b>Washington State Department of Transportation</b> <b>310 Maple Park Avenue SE</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>	<b>CONTRACTOR</b> <b>Mason County Transportation Authority</b> <b>PO Box 1880</b> <b>Shelton, WA 98584-5018</b>
<b>PROJECT COST</b>	
State Funds	\$ 1,324,908
Contractor Funds	\$ 1,324,908
Total Cost	\$ 2,649,816
<b>AGREEMENT NUMBER</b> <b>GCA4464</b>	<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I, Scope of Project and Budget, attached and incorporated by this reference.
<b>Term of Project:</b> Date of Execution through June 30, 2007	<b>Service Area:</b> Mason County

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

WHEREAS, the State of Washington in its Sessions Laws of 2005, chapter 13, section 225 provides Rural Mobility and Paratransit/Special Needs funding through its 2005-2007 biennial appropriations to WSDOT;

WHEREAS, the State of Washington Paratransit/Special Needs funds provide for the support of residents with special transportation needs; and

WHEREAS, this AGREEMENT is subject to the appropriations of the State of Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the CONTRACTOR agree to the following terms and conditions:

### Section 1

#### Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide operating funds to the CONTRACTOR to be used to assist with providing transportation services to residents of rural areas and/or residents with special needs within the Service Area (hereinafter referred to as "Project"), by the CONTRACTOR and to state the terms, conditions, and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and completed.

### Section 2

#### Scope of Project

The CONTRACTOR shall undertake and complete the Project described in the caption space above titled "Scope of Project," in accordance with the terms and conditions of this AGREEMENT. The CONTRACTOR shall commence, perform, and complete the Project within the period of time defined within the caption space titled "Term of Project".

### Section 3

#### Contractor's Share of Project Costs

The cost of the Project shall be in the amounts detailed in the caption space above titled "PROJECT COST". The CONTRACTOR agrees to expend eligible funds, together with the CONTRACTOR funds allocated for the Project, in an amount sufficient to complete the Project as detailed in caption space titled "PROJECT COST". The CONTRACTOR further agrees that there shall be no reduction in the amount specified as the CONTRACTOR's share unless there is a concurrent proportional reduction in the WSDOT share. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT, will differ from the amount indicated in the caption space titled "TOTAL PROJECT COST", above, the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination.

**FIRST AMENDMENT TO  
RESOLUTION NO. 1996-02**


**A RESOLUTION BY THE MASON COUNTY TRANSPORTATION AUTHORITY  
ADOPTING A DRUG & ALCOHOL POLICY**

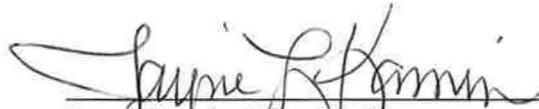
**WHEREAS**, the Mason County Transportation Authority (MCTA) Board of Directors adopted a Drug & Alcohol Policy on February 6, 1996 as required by law; and

**WHEREAS**, from time to time revisions are necessary to be consistent with FTA rules and regulations governing such policies as they relate to Drug & Alcohol use and testing amongst Mason County Transportation Authority's safety sensitive employees.

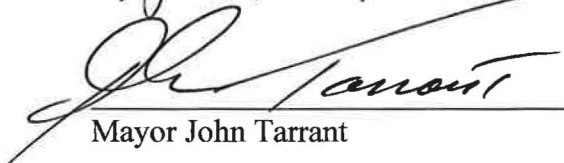
**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the Mason County Transportation Authority Board of Directors that the attached revised Drug & Alcohol Policy be and is hereby adopted.

**Dated this 12th day of July, 2005.**

  
Dawn Pannell, Chair

  
Jayni Karmin, Vice Chair

  
Commissioner Lynda Ring-Erickson

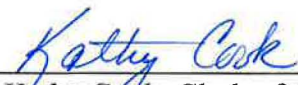
  
Mayor John Tarrant

  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 7-12-05

RESOLUTION NO. 2005-08

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION  
AUTHORITY BOARD CHAIR TO SIGN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
AGREEMENT # GCA4465**

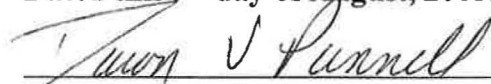
**WHEREAS**, the Mason County Transportation Authority desires to purchase new vehicles to replace vehicles that have met or exceed "useful life" requirements; and

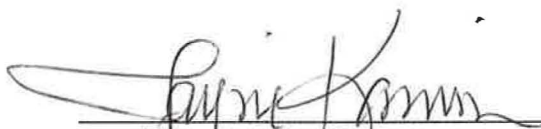
**WHEREAS**, the Washington State Department of Transportation provides federal funds through a Consolidated Grant program.

**NOW THEREFORE BE IT RESOLVED**, that Mason County Transportation Authority enter into Mutual Agreement #GCA4465 with the Washington State Department of Transportation for one (1) transit coach and four (4) ADA accessible minibuses to replace existing equipment for transportation services to the general public in Mason County.

**BE IT FURTHER RESOLVED**, that the Mason County Transportation Authority Board hereby authorizes the Chair to execute said Agreement #GCA4465 as Contractor on behalf of the Mason County Transportation Authority.


**Dated this 9<sup>th</sup> day of August, 2005.**

  
Dawn Pannell, Chair

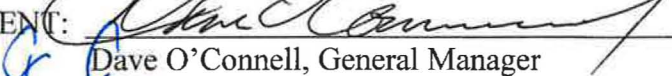
  
Jayni Kamlin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 8-9-05

<b>Federal/State Capital Consolidated Grant Agreement (Vehicle)</b>	
<b>Washington State Department of Transportation</b> <b>310 Maple Park Avenue SE</b> <b>PO Box 47387</b> <b>Olympia, WA 98504-7387</b>	<b>CONTRACTOR</b> <b>Mason County Transportation Authority</b> <b>PO Box 1880</b> <b>Shelton, WA 98584-5018</b>
FTA CFDA#20.500	
<b>PROJECT COST</b>	
Federal Funds	\$ 388,711
Contractor Funds	\$ 97,177
Total Cost	\$ 485,888
<b>AGREEMENT NUMBER</b> <b>GCA4465</b>	<b>Scope of Project:</b> As set forth in Exhibit I, Scope of Project and Budget, attached and incorporated by this reference.
<b>Term of Project:</b> July 1, 2005 through the useful life of the equipment.	<b>Service Area:</b> Mason County and commute areas that benefit Mason County

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

WHEREAS, funding is authorized under 49 USC § 5309; and any subsequent amendments and resolutions thereto;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, WSDOT and the CONTRACTOR agree as follows:

#### **Section 1**

##### **Purpose of Agreement**

The purpose of this AGREEMENT is to provide for equipment to be used in the undertaking of transportation services to the residents of the state (hereinafter referred to as "Project") by the CONTRACTOR and to state the terms, conditions, and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and completed.

#### **Section 2**

##### **Scope of Project**

The CONTRACTOR shall undertake and complete the purchase of the equipment referred to in the caption space titled "Scope of Project," above (hereinafter referred to as "Project Equipment") and operate the Project Equipment within the area described in the caption space titled "Service Area", above, in accordance with the terms and conditions of this AGREEMENT. All costs to be charged against this AGREEMENT must be incurred within that time period. WSDOT shall make no payments for costs incurred prior to the beginning or after the ending dates as shown in the caption space titled "Term of the Project" for federal funds, and by June 30, 2007 for state funds.

#### **Section 3**

##### **Time of Performance**

The Project period of this AGREEMENT shall begin on the date shown in the caption space titled "Term of Project" above and continue through the useful life of the Project Equipment, regardless of the date of signature and execution of the AGREEMENT. WSDOT has defined the useful life of Project Equipment shown as the Vehicle Disposition Schedule in its "Guide for Managing Your Public Transportation Grant for 2005-2007 State and Federal Grants Awarded by the Washington State Department of Transportation", and any amendments thereto, which is by this reference incorporated as if fully set out and shall constitute a full provision and term of this AGREEMENT. The CONTRACTOR may not unilaterally terminate the Project.

#### **Section 4**

##### **Contractor's Funds of Project Costs**

The cost of the Project shall be in the "Total Cost" amount indicated in the caption space titled "PROJECT COST," above. The CONTRACTOR agrees to expend eligible funds in an amount sufficient, together with the federal funds and/or state funds allocated for the Project, to assure payment of the "Total Cost" amount under the caption space titled "PROJECT COST". The



**RESOLUTION NO. 2005-09**

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION AUTHORITY TO PARTICIPATE IN THE STATE OF WASHINGTON DEPARTMENT OF RETIREMENT SYSTEMS DEFERRED COMPENSATION PROGRAM**

**WHEREAS**, the Mason County Transportation Authority was formed in accordance with RCW 36.57A on September 22, 1987; and,

**WHEREAS**, the Department of Retirement Systems, Deferred Compensation Program in accordance with RCW 41.50.770; administers the deferred compensation plan for the employees of the State of Washington as outlined in WAC Chapter 415-501; and,

**WHEREAS**, RCW 41.50.770 permits Counties, Municipalities, and other political subdivisions to participate in the State of Washington Employee's Deferred Compensation Plan; and,

**WHEREAS**, the Mason County Transportation Authority, has reviewed the State plan and agrees to accept all terms and conditions of the State plan as established and as hereafter amended; and,


**WHEREAS**, the Mason County Transportation Authority, understands and agrees that all monies deferred by its employees are held in trust by the Washington State Investment Board for the exclusive benefit of program participants and eligible beneficiaries.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mason County Transportation Authority requests approval by the Department of Retirement Systems, Deferred Compensation Program to participate in the aforementioned deferred compensation plan for the employees of the Mason County Transportation Authority, subject to the requirements of RCW 41.50.770 and WAC Chapter 415-501.

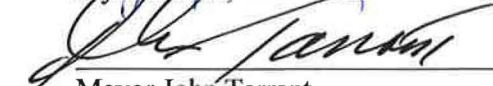
**Dated this 11<sup>th</sup> day of October, 2005.**

  
Dawn Pannell, Chair

  
Commissioner Lynda Ring-Erickson

  
Commissioner Tim Sheldon

  
Jayni Kanin, Vice Chair

  
Mayor John Tarrant

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:   
Dave O'Connell, General Manager

APPROVED AS TO FORM:   
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 10-11-05



**RESOLUTION NO. 2005-10**

**A RESOLUTION AUTHORIZING THE MASON COUNTY TRANSPORTATION  
AUTHORITY BOARD CHAIR TO SIGN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
AGREEMENT # GCA4709**

**WHEREAS**, the Transportation Budget provides funding to the Washington State Department of Transportation (WSDOT) for the Statewide Vanpool Capital Investment Program; and

**WHEREAS**, the Mason County Transportation Authority Board approved the acquisition of additional vanpool vehicles in September 2005 as part of the Washington State Department of Transportation Vanpool Expansion Program.

**NOW THEREFORE BE IT RESOLVED**, that Mason County Transportation Authority enter into Mutual Agreement #GCA4709 with the Washington State Department of Transportation for \$130,000 in capital funds to purchase 5 new Ford 12-passenger vans.

**BE IT FURTHER RESOLVED**, that the Mason County Transportation Authority Board hereby authorizes the Chair to execute said Agreement #GCA4709 as Contractor on behalf of the Mason County Transportation Authority.

**Dated this 8<sup>th</sup> day of November, 2005.**

  
\_\_\_\_\_  
Dawn Pannell, Chair

  
\_\_\_\_\_  
Jayni Kamin, Vice Chair

\_\_\_\_\_  
Commissioner Lynda Ring-Erickson

  
\_\_\_\_\_  
Mayor John Tarrant

\_\_\_\_\_  
Commissioner Tim Sheldon

  
\_\_\_\_\_  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ben Settle, Legal Counsel

ATTEST:

  
\_\_\_\_\_  
Kathy Cook, Clerk of the Board

DATE: 11-8-05

**RESOLUTION NO. 2005-11**

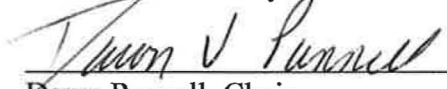
**A RESOLUTION, ADOPTING A BUDGET FOR THE MASON COUNTY  
TRANSPORTATION AUTHORITY, FOR THE CALENDAR YEAR BEGINNING  
JANUARY 1, 2006**

**WHEREAS**, the Mason County Transportation Authority Board has prepared a Budget for the 2006 Calendar Year; and

**WHEREAS**, the anticipated Resources of \$8,609,000.00 adequately addresses the anticipated Uses of \$8,609,000.00, anticipating a \$3,600,000.00 Ending Fund Balance.

**NOW THEREFORE, BE IT RESOLVED BY THE MASON COUNTY  
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS** that the 2006 Budget, with the anticipated revenue and anticipated expenses in the amounts stated and detailed in the *Mason County Transportation Authority 2006 Budget*, be adopted as written, and recorded as such with the office of the Mason County Auditor.


**Dated this 13<sup>th</sup> day of December, 2005.**


  
Dawn Pannell, Chair

  
Jayni Kamin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

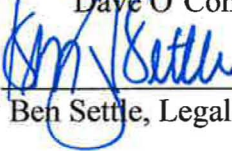
  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
Ben Settle, Legal Counsel

ATTEST:

  
Kathy Cook, Clerk of the Board

DATE: 12/13/05

**RESOLUTION NO. 2005-12**

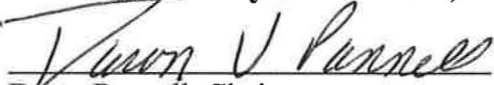
**A RESOLUTION BY THE MASON COUNTY TRANSPORTATION AUTHORITY  
AMENDING THE 2005 BUDGET**

**WHEREAS**, the Mason County Transportation Authority Board has prepared an amended Budget for the 2005 Calendar Year and;

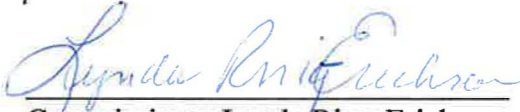
**WHEREAS**, the Anticipated Resources of \$10,620,501 adequately addresses the anticipated Uses of \$10,620,501, including a \$4,100,000 Ending Fund Balance;

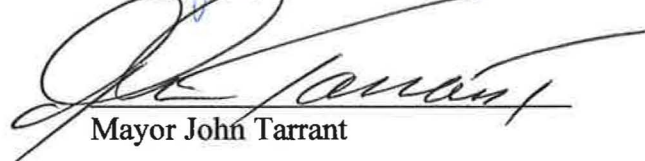
**NOW THEREFORE, BE IT RESOLVED BY THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS** that the 2005 Budget, with anticipated revenue and anticipated expenses in the amounts stated and detailed in the Mason County Transportation Authority 2005 Budget Amendment, be adopted as written; and recorded as such with the office of the Mason County Auditor.


**Dated this 13<sup>th</sup> day of December, 2005.**

  
Dawn Pannell, Chair

  
Jayni Kamin, Vice Chair


  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 12/13/05



**RESOLUTION NO. 2005-13**

**A RESOLUTION ESTABLISHING THE 2006 SCHEDULE OF REGULAR MEETINGS  
FOR THE MASON COUNTY TRANSPORTATION AUTHORITY**

**WHEREAS**, the Mason County Transportation Authority Board holds regular monthly meetings on the 2<sup>nd</sup> Tuesday of each month, which are open to the public; and

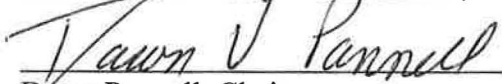
**WHEREAS**, the need exists to establish a published schedule of said meetings;

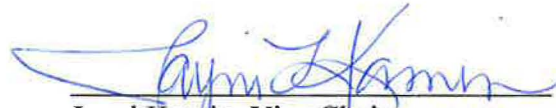
**NOW THEREFORE, BE IT RESOLVED** by the Mason County Transportation Authority Board of Commissioners that the regular monthly meetings for the 2006 calendar year be established as follows:

**THE MONTHLY PUBLIC MEETINGS SHALL BE HELD AT THE TIMES AND LOCATIONS AS OUTLINED ON THE ATTACHED SCHEDULE. *All meetings shall be published and changes, if any, shall be published as required by law.***

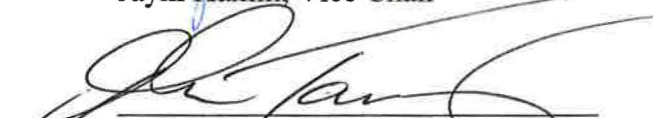
**APPROVED** by the Mason County Transit Authority Board of Commissioners at its regular open public meeting thereof this 13th day of December 2005.


**Dated this 13<sup>th</sup> day of December, 2005.**


  
Dawn Pannell, Chair

  
Jayni Kantin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

  
Commissioner Tim Sheldon


  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
Ben Settle, Legal Counsel

ATTEST:   
Kathy Cook, Clerk of the Board

DATE: 12/13/05

**RESOLUTION NO. 2005-14**

**A RESOLUTION ADOPTING AN AMENDED DEFERRED COMPENSATION PLAN THROUGH ITS SERVICE PROVIDER, THE VARIABLE ANNUITY LIFE INSURANCE COMPANY**


**WHEREAS**, the Mason County Transportation Authority has adopted an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986, as amended (the Plan) and has contracted with the variable Annuity Life Insurance Company (VALIC) as its Service Provider to provide administrative services to the Plan on November 22, 2004 with an effective date of January 1, 2005; and


**WHEREAS**, the need exists to readopt the Plan with amendments;

**NOW THEREFORE, BE IT RESOLVED** by the Mason County Transportation Authority Board that it re-adopts the Plan with amendments in form and content as submitted by the General Manager who is authorized to sign any and all documents in connection therewith, including the Plan and its amendments and the Section 457 Deferred Compensation Plan Adoption and Services Agreement with VALIC, on behalf of the Board and all such previous documents of the Plan signed by the General Manager are hereby ratified.

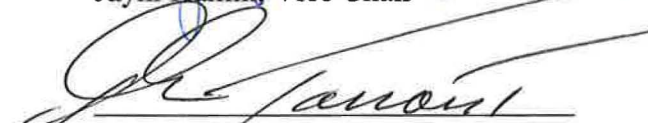
**APPROVED** by the Mason County Transit Authority Board of Commissioners at its regular open public meeting thereof this 13th day of December 2005.

**Dated this 13<sup>th</sup> day of December, 2005.**

  
Dawn Pannell, Chair

  
Jayni Kamin, Vice Chair

  
Commissioner Lynda Ring-Erickson

  
Mayor John Tarrant

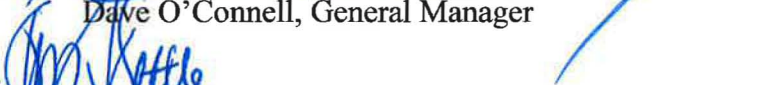
  
Commissioner Tim Sheldon

  
Commissioner Dick Taylor

APPROVED AS TO CONTENT:

  
Dave O'Connell, General Manager

APPROVED AS TO FORM:

  
Ben Settle, Legal Counsel

ATTEST:

  
Kathy Cook, Clerk of the Board

DATE: 12/13/05