



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, February 17, 2026 at 1:00 p.m.

Remote Meeting via Zoom

<https://zoom.us/j/96753658575?pwd=tNjarVvzw5Mon9TwZyQbg621BT6w7W.1>

To join by phone: 12532050468

Meeting ID 967 5365 8575

Passcode 913889

In person attendance:

Mason Transit Authority
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

- | | | |
|----|--|--------------|
| 1. | CALL TO ORDER | Chair |
| 2. | PLEDGE OF ALLEGIANCE | Chair |
| 3. | ROLL CALL AND DETERMINATION OF QUORUM | Chair |
| 4. | PUBLIC COMMENT – <i>Limit of three (3) minutes per person</i> | Chair |

Public Comment Note: This is the place on the agenda where the public is invited to address the Authority on any transit-related issue. Please keep comments to no more than three minutes.

The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.

- | | | |
|----|------------------------------------|--------------|
| 5. | APPROVAL OF AGENDA – ACTION | Chair |
| 6. | RECOGNITION | Amy |
| 7. | CONSENT AGENDA – ACTION | Chair |
- A. Pg. 004: December 16 2025 Regular Board meeting minutes
B. Pg. 009: Check Approvals: 12/03/2025 – 12/31/25 and
01/12/2026 – 01/28/2026

8. **ACTION ITEMS:**

Unfinished Business:

- A. **Pg. 018: Actionable: Surplus Vehicles – Van Grant Program Recipients
(Resolution No. 2026-01)** Jason
- New Business:**
- B. **Pg. 022: Actionable: PTD0469-01 Amendatory Agreement – Resolution No. 2026-02**
- C. **Pg. 027: Actionable: PTD0972-01 Amendatory Agreement – Resolution No. 2026-03**
- D. **Pg. 032: Actionable: PTD0344-03 Amendatory Agreement – Resolution No. 2026-04**
- E. **Pg. 038: Actionable: PTD0973-01 Amendatory Agreement – Resolution No. 2026-05**
- F. **Pg. 043: Actionable: PTD1081-01 Amendatory Agreement – Resolution No. 2026-06**
- G. **Pg. 048: Actionable: PTD1314 Consolidated Grant Program/Formula Operating
Grant Agreement – Resolution No. 2026-07** Amy
- H. **Pg. 064: Actionable: PTD1315 Consolidated Grant Program/Formula Vehicle &
Equipment Grant Agreement – Resolution No. 2026-08** Amy
- I. **Pg. 087: Actionable: POL 402 Travel and Travel Reimbursement Policy
(Resolution No. 2026-09)** Amy

9. **DISCUSSION ITEMS:**

- A. **Pg. 096: April Board Meeting-Update** Amy

10. **STAFF AND INFORMATIONAL REPORTS**

- A. **Pg. 097: Financial Reports – December, 2025 and January, 2026**
- B. **Pg. 103: Management Reports**
- C. **Pg. 107: Operational Statistics**

11. **COMMENTS BY BOARD**

12. **UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority
Regular Meeting
March 17, 2026 at 1:00 PM**
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

13. **ADJOURNMENT**

All participants are welcome. The meeting locations are ADA accessible. If you anticipate needing any type of accommodation or have questions about the physical access provided, please call 360-426-9434 in advance. We will make every effort to meet accommodation requests.



MASON COUNTY SHERIFF

Sheriff Ryan Spurling

322 N 3rd St Shelton, WA 98584 360.427.9670 x313 Sheriff@MasonCountyWa.gov

January 28, 2026

Dear Members of the MTA Board,

I am writing to formally share that I will not be seeking re-election to the MTA Board.

It has truly been a privilege to serve alongside each of you. I have greatly valued the opportunity to be part of this board and, even more so, to serve our shared community through the work we do together. The relationships built during my time on the Board have been meaningful, and I am grateful for the collaboration, dialogue, and mutual respect that define this group.

Due to the increasing demands and responsibilities of my role as Sheriff, I have made the thoughtful decision that I am unable to commit the time and attention this position deserves moving forward. This decision was not made lightly, as my experience with the MTA has been both rewarding and impactful.

While I will be stepping away from formal board service, please know that I remain committed to supporting this organization and its mission. I am always willing to serve as a resource when needed and look forward to continuing our professional relationships in other capacities.

Thank you again for the opportunity to serve and for the work you each do on behalf of our community. I wish the board continued success in the years ahead.

Respectfully,

Ryan Spurling
Sheriff

**Mason Transit Authority
Minutes of the Regular Board Meeting
December 16, 2025
Virtually and at
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton**



OPENING PROTOCOL

1. CALL TO ORDER: 1:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at the T-CC: John Sheridan, Board Chair; Vice Chair Wes Martin, Board members Cyndy Brehmeyer, Richard Lee, Randy Neatherlin, Pat Tarzwell and Sharon Trask.

Authority Voting Board Members Present via Zoom: [None]

Authority Voting Board Members Not Present: Tom Gilmore and Ryan Spurling.

Authority Non-voting Board Member Not Present Virtually: Zachary Collins, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present at the T-CC: John Piety

MTA Staff present at the T-CC: Amy Asher, General Manager, Haley Dorian, HR Manager; Jason Rowe, Operations Manager; Paul Bolte, Facilities & Fleet Maintenance Manager; Lissa McClanahan, Finance Director, Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, IT Administrator.

Staff and Others Present Virtually: Laura Moxham, WSDOT (*left meeting at 1:10 pm*)

Others Present: Rob Johnson, Legal Counsel.

4. PUBLIC COMMENT – [*None present virtually or in person*]

5. APPROVAL OF AGENDA

Moved that the agenda of December 16, 2025 Mason Transit Authority (MTA) regular board meeting be approved as presented. **Neatherlin/Trask. Motion carried.**

6. ELECTION OF OFFICERS.

- A. Board Chair Sheridan called for nominations for the position of **Board Chair** for 2026:
- Board member Neatherlin was nominated by Board member Trask to serve as Chair for 2026.
 - Board member Neatherlin accepted the nomination to serve as Board Chair.
 - There were two additional calls for any further nominations for Board Chair and no other nominations were brought forward.
 - **Motion:** Board member Neatherlin was nominated by Board member Trask to serve as Chair for 2026, and Board member Neatherlin accepted the nomination. **Trask/Tarzwell. Motion carried.**
- B. Board Chair Sheridan called for nominations for the position of **Board Vice Chair** for 2026:
- Boardmember Neatherlin nominated Board member Trask to serve as Vice Chair for 2026.
 - Board member Trask declined the nomination.
 - Board member Neatherlin nominated Board Member Martin to serve as Vice Chair for 2026.
 - There was one additional call for nominations for Board Vice Chair and no other nominations were brought forward.
 - Board member Martin accepted the nomination to serve as Vice Chair.
 - **Motion:** Board member Neatherlin nominated Board member Martin to serve as Vice Chair for 2026 and he accepted the nomination. **Neatherlin/Tarzwell. Motion carried.**

7. CONSENT AGENDA

Approval of Consent Agenda items A through E as follows and as presented:

- A. November 18, 2025 Regular Board meeting minutes.
- B. Check approval: 11.5.2025 – 11.21.2025.
- C. **Move** that the Mason Transit Authority Board approve Resolution No. 2025-15 establishing the 2026 schedule of regular meetings.
- D. **Move** that the Mason Transit Authority Board approve Resolution No. 2025-16 that approves the Regional Mobility Grant Agreement Amendment GCB2282-01 and authorizing the General Manager to sign same.
- E. **Move** that the Mason Transit Authority Board extend the term of current Citizen Advisor John Piety through 2026.

Moved that the Mason Transit Authority Board approve the Consent Agenda items as presented. **Martin/Tarzwell. Motion carried.**

8. ACTION ITEMS:

UNFINISHED BUSINESS.

8A. Proposed 2026 Budget. Amy Asher, General Manager, walked in an updated budget since the posting of the Board packet on Friday, December 12, 2025. She went over

the changes made since last month's meeting and walked through the details of changes. She indicated changes as a result of the approval of the mechanics' contract. Ms. Asher also indicated that she was tightening up the budget this year. For several previous years, budgets had to allow for many unknowns, such as the effects of the pandemic and supply chain issues, inflation and other such economic impacts. This year she is tightening up the budget to be closer to expectations. Page 3 and budget notes identified in the right-hand column on the chart were referred to for further information.

Ms. Asher further described other impacts on the budget, such as:

- MTA may be adding another Worker-Driver route.
- Sales tax income.
- Rental income reduced.
- Investment income conservative.
- Discussed wages and reduction in Labor and Industries as well as PERS contributions determined by the State were significant.
- Discussed Budget Notes and section in detail and reasoning behind the decisions.
- \$1,249,000 (under MTA funding/Pg 13) also discussed placement and step scale.

Moved that the Mason Transit Authority approve Resolution No. 2025-17 adopting the 2026 Budget and Compensation Plan. **Trask/Tarzwel. Motion carried.**

NEW BUSINESS. [None.]

9. DISCUSSION ITEMS:

9A Discussion of Lease of Belfair Meeting Room as Temporary Library Space.

Ms. Asher summarized that the Regional Director of the Belfair Timberland Regional Library had telephoned Amy as she was interested in possibly using the MTA Conference Room and two desks outside the conference room. Ms. Asher is currently waiting to hear from DOT for authority to be able to rent the space out. The space would be used beginning at 10am Tuesdays through Saturdays. **Moved** that the General Manager had the authority to enter into a short-term lease with the Timberland Regional Library for the use of the Belfair Park & Ride Building Conference Room and desk stations. **Tarzwel/Trask. Motion carried.**

9B. Van Grant Ranking Process. Ms. Asher mentioned that at a previous Board meeting a Board member had expressed a desire to be a part of the van grant program scoring panel. The notice to submit applications has already been published and, as of this date, four applications have already been received. Ms. Asher asked for any Board member to volunteer. Board members Neatherlin and Lee volunteered.

10. STAFF REPORTS

Human Resources Manager. Ms. Dorian shared that she is working on year end details relating to MTA's Well City designation. If MTA meets all the standards to receive the designation standard, it will be a financial benefit for MTA. HR and Operations continue to move ahead with the driver recruitment.

Finance. Lissa McClanahan, Finance Director shared that the November fuel prices are at zero due to the propane conversions made on the vehicles. She went over the various highlights in the financial documents.

Maintenance. Paul Bolte, Facilities and Fleet Maintenance Manager, reported to the Board that his team is in the process of winding down all projects, except the YMCA pad for a new shelter, which will be finished in early 2026. More than 50% of the cutaway vehicles are operating on propane.

Operations. Jason Rowe, Operations Manager, described that although the November ridership numbers appear lower, it is due to less service days due to holidays. MTA has already surpassed last year's ridership numbers.

11. EXECUTIVE SESSION:

The Board Chair announced that the Executive Session was for the purpose of an evaluation of a public employee pursuant to RCW 42.30.110(1)(g). He stated that the Board members and Human Resources Manager were to remain in the room and all others were excused. The Board Chair stated the Board would be in Executive Session commencing at 1:50 pm until 2:10 pm. At 2:10 pm, it was stated that the meeting would continue to be in Executive Session until 2:15 pm. The meeting was at quorum throughout the Executive Session.

Open public session was opened at 2:15 pm.

Moved to approve a 1½% increase for Ms. Asher. **Martin/Trask. Motion carried.**

12. COMMENTS BY BOARD:

Board members Martin and Neatherlin shared their appreciation for all of Board Chair Sheridan's work on Ms. Asher's review.

13. UPCOMING MEETINGS

**UPCOMING MTA BOARD
COMPOSITION COMMITTEE
MEETING (continued):**

(to be conducted immediately following December 16 Regular Board meeting)

MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

(upcoming meetings, continued)
Mason Transit Authority
Regular Board Meeting
January 20, 2026 at 1:00 PM
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

Moved that the meeting be adjourned.

14. ADJOURNED: 2:19 PM

DRAFT

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 7B – *Actionable*
Subject: Check Approval
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Summary:

See Attached Check Registers.

Check Disbursement Fiscal Impact:

December - \$971,410.22
January - \$1,203,561.65

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approves the payment of December 3, 2025, through December 31, 2025, financial obligations on checks #40423 through #40499 as presented for a total of \$971,410.22.

Move that the Mason Transit Authority Board approves the payment of January 12, 2026, through January 28, 2026, financial obligations on checks #40501 through #40579 as presented for a total of \$1,203,561.65.



Mason Transit Authority
February 17, 2026, Disbursement Approval

The following checks for the period of December 3, 2025, through December 31, 2025, in the amount of \$971,410.22, have been audited and processed for payment by the Finance Manager in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

12/3/2025	40423	Mason Transit Authority - ACH Account	255,732.31
12/10/2025	40424	Abila	963.82
12/10/2025	40425	Advance Glass	403.95
12/10/2025	40426	AIG Retirement DBA Corebridge Financial	1,668.08
12/10/2025	40427	Bradley Air Company	2,872.35
12/10/2025	40428	Berg Marketing Group	3,801.00
12/10/2025	40429	Blue Star Gas	4,164.89
12/10/2025	40430	The Bus Coalition	1,000.00
12/10/2025	40431	City of Shelton	1,663.21
12/10/2025	40432	Comcast	137.26
12/10/2025	40433	Dobbs Peterbilt - Tacoma	55.80
12/10/2025	40434	Tara Dunford	780.00
12/10/2025	40435	Health Care Center	350.00
12/10/2025	40436	Hood Canal Communications	2,031.24
12/10/2025	40437	Robert W. Johnson, PLLC	1,600.00
12/10/2025	40438	Mason County PUD #3	2,088.10
12/10/2025	40439	Purcor Pest Solutions	151.53
12/10/2025	40440	Olympic Lock & Key	15.25
12/10/2025	40441	O'Reilly Auto Parts	57.57
12/10/2025	40442	Builders FirstSource	99.38
12/10/2025	40443	Ricoh USA, Inc	118.29
12/10/2025	40444	The Shoppers Weekly	3,181.02
12/10/2025	40445	Smarsh	19.42
12/10/2025	40446	Staples Business Advantage	265.13
12/10/2025	40447	Summit Law Group	360.00
12/10/2025	40448	Tozier Brothers, Inc.	507.75
12/10/2025	40449	ULINE	1,487.29
12/10/2025	40450	UniFirst Corporation	372.84
12/10/2025	40451	UniteGPS, LLC	2,242.00
12/10/2025	40452	U.S. Bank	8,125.85
12/10/2025	40453	Verizon Wireless	1,196.61

12/10/2025	40454	Westbay Auto Parts	105.19
12/10/2025	40455	Whisler Communications	2,079.42
12/10/2025	40456	Washington State Park and Recreation Commission	150.00
12/10/2025	40457	Washington State Transit Association	217.20
12/17/2025	40458	Mason Transit Authority - ACH Account	231,247.21
12/23/2025	40459	Advance Glass	419.84
12/23/2025	40460	Aflac	856.94
12/23/2025	40461	AI&G Retirement DBA Corebridge Financial	1,653.48
12/23/2025	40462	World Kinect Energy Services	2,117.85
12/23/2025	40463	Belfair Water District #1	218.82
12/23/2025	40464	Blue Star Gas	3,207.34
12/23/2025	40465	Cascade Natural Gas	2,639.71
12/23/2025	40466	Creation Organics LLC	271.50
12/23/2025	40467	Cummins Northwest, LLC	2,837.00
12/23/2025	40468	Gillig, LLC	1,680.47
12/23/2025	40469	Bruce Titus Ford	217.20
12/23/2025	40470	Gordon Truck Centers, Inc.	4,838.51
12/23/2025	40471	Kimball Midwest	117.93
12/23/2025	40472	Kitsap Transit	1,559.38
12/23/2025	40473	LegalShield	152.40
12/23/2025	40474	Mason County Garbage, Inc.	1,092.43
12/23/2025	40475	Mason County PUD #3	3,882.57
12/23/2025	40476	Mason County Utilities/Waste Management	110.54
12/23/2025	40477	Crystal Springs	243.41
12/23/2025	40478	Nisqually Automotive and Towing	536.09
12/23/2025	40479	Northwest Bus Sales, Inc.	236.17
12/23/2025	40480	O'Reilly Auto Parts	24.95
12/23/2025	40481	PetroCard, Inc.	31,005.72
12/23/2025	40482	Pitney Bowes Purchase Power	342.00
12/23/2025	40483	Builders FirstSource	127.05
12/23/2025	40484	RingCentral, Inc.	1,286.11
12/23/2025	40485	Right! Systems, Inc.	4,451.95
12/23/2025	40486	State Auditor's Office - WA	1,391.00
12/23/2025	40487	Seattle Automotive Distributing	474.69
12/23/2025	40488	Shelton Floor Covering, Inc.	4,492.18
12/23/2025	40489	The Shoppers Weekly	751.51
12/23/2025	40490	SkyBitz Tank Monitoring	17.38
12/23/2025	40491	Tozier Brothers, Inc.	138.27
12/23/2025	40492	UniFirst Corporation	372.84
12/23/2025	40493	WCP Solutions	219.05
12/23/2025	40494	Westbay Auto Parts	647.86
12/23/2025	40495	AWorkSAFE Service, Inc.	2,252.36
12/23/2025	40496	Washington State Transit Association	340.30
12/24/2025	40497	District 160	1,708.00
12/24/2025	40498	AWC Employee Benefit Trust	134,239.03
12/31/2025	40499	Mason Transit Authority - ACH Account	224,814.53
12/26/2025	ACH12.26.2025	Paylocity	<u>2,112.90</u>
		Total 101000 - MC Treasurer Depository	971,410.22

Signed by:
Submitted by: Lissa McClanahan Date: 2/13/2026
Lissa McClanahan, Finance Manager

Signed by:
Approved by: Amy Asher Date: 2/13/2026
Amy Asher, General Manager



Mason Transit Authority
February 17, 2026, Disbursement Approval

The following checks for the period of January 12, 2026, through January 28, 2026, in the amount of \$1,203,561.65 have been audited and processed for payment by the Finance Manager in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

1/12/2026	40501	Abila	963.82
1/12/2026	40502	World Kinect Energy Services	1,178.95
1/12/2026	40503	Bradley Air Company	6,952.90
1/12/2026	40504	Blue Star Gas	3,128.50
1/12/2026	40505	City of Shelton	1,574.97
1/12/2026	40506	Comcast	137.26
1/12/2026	40507	Community Transportation Association NW	800.00
1/12/2026	40508	Cummins Northwest, LLC	202.31
1/12/2026	40509	Gillig, LLC	183.18
1/12/2026	40510	Gordon Truck Centers, Inc.	164.68
1/12/2026	40511	Health Care Center	350.00
1/12/2026	40512	Hood Canal Communications	2,030.92
1/12/2026	40513	Kitsap Transit	1,733.77
1/12/2026	40514	Mason County PUD #3	2,113.35
1/12/2026	40515	Purcor Pest Solutions	319.51
1/12/2026	40516	MOHAWK MFG. & SUPPLY	638.68
1/12/2026	40517	ODP Business Solutions, LLC	436.90
1/12/2026	40518	O'Reilly Auto Parts	138.74
1/12/2026	40519	Builders FirstSource	39.56
1/12/2026	40520	Ricoh USA, Inc	11.92
1/12/2026	40521	Ron Turley Associates Inc.	16,854.18
1/12/2026	40522	Seattle Automotive Distributing	26.97
1/12/2026	40523	Mason County Journal	304.80
1/12/2026	40524	The Shoppers Weekly	1,172.88
1/12/2026	40525	Spike's Hydraulics	525.05
1/12/2026	40526	Staples Business Advantage	664.13
1/12/2026	40527	Tozier Brothers, Inc.	268.96
1/12/2026	40528	ULINE	4,788.04
1/12/2026	40529	UniFirst Corporation	560.46
1/12/2026	40530	U.S. Bank	9,491.13
1/12/2026	40531	Spoilage	0.00

1/12/2026	40532	Westbay Auto Parts	892.02
1/12/2026	40533	Washington State Transit Insurance Pool	437,048.00
1/12/2026	40534	ZEP Sales & Service	483.63
1/14/2026	40535	Mason Transit Authority - ACH Account	224,166.75
1/22/2026	40536	Aflac	856.94
1/22/2026	40537	ALG Retirement DBA Corebridge Financial	3,506.16
1/22/2026	40538	Association of Washington Cities	10,238.38
1/22/2026	40539	Berg Marketing Group	3,801.00
1/22/2026	40540	Blue Star Gas	3,665.96
1/22/2026	40541	Cascade Natural Gas	2,578.33
1/22/2026	40542	Corcoran's Lock and Safe, LLC	4,317.88
1/22/2026	40543	Cummins Northwest, LLC	7,172.95
1/22/2026	40544	Tara Dunford	585.00
1/22/2026	40545	Gillig, LLC	253.77
1/22/2026	40546	42Gears Mobility Systems Inc.	4,292.74
1/22/2026	40547	Gordon Truck Centers, Inc.	476.48
1/22/2026	40548	Health Care Center	175.00
1/22/2026	40549	District 160	1,806.35
1/22/2026	40550	Robert W. Johnson, PLLC	1,600.00
1/22/2026	40551	LegalShield	152.40
1/22/2026	40552	Mason County Garbage, Inc.	1,131.74
1/22/2026	40553	Mason County PUD #3	4,192.97
1/22/2026	40554	Purcor Pest Solutions	167.98
1/22/2026	40555	MOHAWK MFG. & SUPPLY	1,359.72
1/22/2026	40556	ODP Business Solutions, LLC	232.69
1/22/2026	40557	Olympic Lock & Key	691.52
1/22/2026	40558	O'Reilly Auto Parts	36.62
1/22/2026	40559	PetroCard, Inc.	28,215.75
1/22/2026	40560	RingCentral, Inc.	1,282.27
1/22/2026	40561	Right! Systems, Inc.	4,451.95
1/22/2026	40562	Seattle Automotive Distributing	91.53
1/22/2026	40563	The Shoppers Weekly	569.35
1/22/2026	40564	SkyBitz Tank Monitoring	17.38
1/22/2026	40565	Total Battery & Automotive Supply	32.33
1/22/2026	40566	Tozier Brothers, Inc.	1,915.28
1/22/2026	40567	ULINE	98.82
1/22/2026	40568	UniFirst Corporation	372.84
1/22/2026	40569	UniteGPS, LLC	2,434.81
1/22/2026	40570	Spoilage	0.00
1/22/2026	40571	Westbay Auto Parts	1,410.19
1/22/2026	40572	Whisler Communications	2,079.42
1/22/2026	40573	Washington State Transit Association	15,434.00
1/22/2026	40574	Spoilage	0.00
1/22/2026	40575	Spoilage	0.00
1/22/2026	40576	Spoilage	0.00
1/22/2026	40577	Spoilage	0.00
1/28/2026	40578	AWC Employee Benefit Trust	134,241.23
1/28/2026	40579	Mason Transit Authority - ACH Account	237,275.00
		Total 101000 - MC Treasurer Depository	1,203,561.65

Signed by:
Submitted by: Lissa McClanahan Date: 2/13/2026
Lissa McClanahan, Finance Manager

Signed by:
Approved by: Amy Asher Date: 2/13/2026
Amy Asher, General Manager



PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

1/28/2026

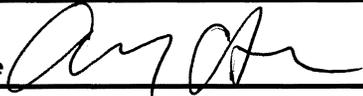
Manager's Approval: 

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**Finance Use
Only**

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
1/13/26	Walmart	Flashlights/Lanterns for JP power outage	\$ 85.90	Y	10	504220	
11/12/2025	Walmart	Batteries for lanterns	\$ 31.17	y	10	504220	
TOTAL			\$ 117.07				

Don't forget to attach original receipts

Signature 

Date 1/29/26

I hereby certify under penalty of perjury that this is a true and correct claim for necessary purchases or expenses on behalf of MTA and that no payment has been received by me on account thereof.

Give us feedback @ survey.walmart.com
Thank you! ID #:7WQKJ9QYZ6G



WM Supercenter
360-427-6226 Mar: DOUGLAS
100 E WALLACE KNEELAND BLVD
SHELTON WA 98584
ST# 02121 OP# 002247 TE# 68 TR# 00431
ITEMS SOLD 3
TC# 3995 5937 1163 6453 2533



MAX D 4PK 003980014529 9.54 X
MAX D 4PK 003980014529 9.54 X
MAX D 4PK 003980014529 9.54 X
SUBTOTAL 28.62
TAX 1 8.90 % 2.66
TOTAL 31.17
MCARD TEND 31.17
MASTERCARD **** * 2890 I 1

APPROVAL # 61311J
REF # U626HJ410506
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Mason Transit Authority Regular Board Meeting

Agenda Item: Unfinished Business – Item 8A – *Actionable*
Subject: Surplus Vehicles – Van Grant Program Recipients
Prepared by: Jason Rowe, Operations Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

As a follow-up to Resolution No. 2010-11: A resolution adopting the Surplus Vehicle Grant Program and Resolution No. 2025-14: A resolution authorizing the disposal of surplus vehicles, the three vehicles listed below shall be awarded to the following three applicants based upon the criteria defined in the Surplus Vehicle Grant program.

Year	Make/Model	Asset ID	Mileage	Recipient
2011	Ford Econoline	7628	98,253	Feed Needs
2011	Ford Econoline	7630	81,511	South Sound Parent to Parent
2011	Ford Econoline	7631	71,916	Mason County Senior Activities Association

Commissioner Randy Netherland, Board Member Rick Lee, Operations Manager Jason Rowe, and Outreach Coordinator Anja Reynolds convened to review the submitted van grant applications. A total of nine applications were received. Two applications were determined to be ineligible as they did not meet the established criteria and were therefore removed from further consideration.

The committee conducted a thorough and detailed review of the remaining seven applications. A primary evaluation criterion was whether the proposed use of the vehicle would address an unmet transportation need in Mason County without duplicating or competing with Mason Transit Authority's existing services.

After careful consideration, the committee identified three applicants that best aligned with this objective and demonstrated the strongest potential community impact. The committee respectfully submits the following recommendations for van grant recipients:

FEED NEEDS: This van will be used to transport people to food distribution events, resource sites and essential services across Mason County. This vehicle will enable increased service days, expanded routes and greater community impact.

SOUTH SOUND PARENT TO PARENT: This vehicle will be utilized to operate reliable, culturally responsive transportation service to bring families to support groups, family events, and program appointments. This vehicle will directly support their Helping Parent Program which offers peer support groups, family events and one-on-one resource navigation for families of children with disabilities and developmental delays.

MASON COUNTY SENIOR ACTIVITIES ASSOCIATION: This van will be utilized to expand transportation for field trips offered by the Association. These include outings to museums, cultural events and physical activities which all support social connection and physical and cognitive wellness.

All recommended recipients currently utilize Mason Transit Authority services to support their populations. The awarded vehicles will allow these organizations to meet transportation needs that fall outside the scope of MTA's existing services, thereby enhancing overall community mobility without duplicating current operations.

Additionally, the review process highlighted opportunities for Mason Transit Authority to further engage with several applicants. The committee identified instances where increased awareness of MTA's available services could enhance organizational transportation solutions. In certain cases, coordinated outreach efforts — including rider empowerment sessions led by our Outreach Coordinator — may help reduce access barriers and strengthen long-term mobility outcomes within the community.

Summary: Authorize the General Manager to execute the individual agreements relating to the exchange of vehicle for transit-related services between MTA and the selected non-profit organizations.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board adopt Resolution No. 2026-01 authorizing the General Manager to execute the individual agreements between MTA and the non-profit organizations identified therein.

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AUTHORIZING THE GENERAL MANAGER TO SIGN AGREEMENTS
RELATED TO THE EXCHANGE OF VEHICLE FOR TRANSIT RELATED
SERVICES FOR VAN GRANT RECIPIENTS AWARDED IN JANUARY, 2025.**

WHEREAS, the Mason Transit Authority (“MTA”) advertised and required any interested non-profit organizations throughout Mason County to submit applications to MTA in connection with its Van Grant Program relating to the three vans that were approved for surplus by the MTA Board on December 16, 2025;

WHEREAS, MTA staff and two Board members reviewed each of the applications received, met with a representative from each non-profit, and MTA scored each application as it was in alignment with MTA’s Van Grant Program; and

WHEREAS, based on the scoring, the following non-profit organizations were approved and shall receive the following vans identified by the Asset ID number:

Year	Make/Model	Asset ID	Mileage	Recipient
2011	Ford Econoline	7628	98,253	Feed Needs
2011	Ford Econoline	7630	81,511	South Sound Parent to Parent
2011	Ford Econoline	7631	71,916	Mason County Senior Activities Association

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the General Manager of Mason Transit Authority is authorized to sign the individual Agreement Relating to the Exchange of Vehicle for Transit Related Services between MTA and that separately identified organization, namely Feed Needs, South Sound Parent to Parent and Mason County Senior Activities Association.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[Vacant], Authority Member

[vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8B – *Actionable*
Subject: Amendment to PTD0469 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

As staff anticipated, more agreements relating to the process of releasing titles of grant funded vehicles. This is the first of four amendments for consideration this month.

PTD0469-01 will be the first amendment of the FTA Discretionary Grant Program agreement for approval by the Board and which relates to the process of the release of title of grant funded vehicles. PTD0469 funded the purchase of vehicles 330 and 331 (2021 35' low floor Gillig buses). The amendment states that WSDOT shall retain a legal interest in all Project Assets (as defined in the amendment) through the minimum useful life of the assets. It also states that MTA shall accept WSDOT's legal interest in all Project Assets during their minimum useful life and other related conditions.

Subject to MTA's compliance with all terms of the agreement, WSDOT's legal interest in each vehicle will be released at the end of the minimal useful life. In the case of the buses funded by this grant, the agency established minimal useful life would be 15 years [or] 500,000 miles.

Legal Counsel has reviewed the Amendment Agreement.

Summary: Approve amendment to the FTA Discretionary Grant Program agreement for PTD0469-01.

Fiscal Impact:

\$65 per vehicle to re-title to MTA.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-02 that approves Agreement PTD0469-01 and authorizes the General Manager to sign same.

WSDOT Contact: Emily Geraldts
WSDOT E-mail: Emily.Geraldts@wsdot.wa.gov
WSDOT Phone: 515-451-9594

Amendment

FTA Discretionary Grant Program			
Amendment Number	PTD0469-01	Grantee:	Mason County Public Transportation Benefit Area
Term of Agreement	Through the useful life of the project equipment		dba Mason Transit Authority
Vendor #	911554133		790 E Johns Prairie Rd
UEI	ZL58AVGU81E6		Shelton, Washington
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Unchanged	Contact:	Amy Asher
		Email:	aasher@masontransit.org

This is the first AMENDMENT to AGREEMENT PTD0469 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, GRANTEE used WSDOT grant funds to purchase public transportation vehicle(s), and listed WSDOT as the legal owner on the vehicle's registration and title, and

WHEREAS, WSDOT recently updated its procedures for managing grant funded vehicles, to have the GRANTEE listed as the legal owner on the vehicle's registration and title, rather than WSDOT, and

WHEREAS, to document its continuing legal and financial interest in the grant funded vehicle(s), WSDOT is hereby amending prior grant agreements to update relevant provisions, and

WHEREAS, PTD0469 is being amended to update the relevant grant agreement provisions to enable this change in procedure for managing grant funded vehicles, and

WHEREAS, following execution of this amendment, WSDOT will release the title of grant-funded vehicle(s) to the GRANTEE, and the GRANTEE will subsequently submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, the scope, budget, and intended service remain unchanged, and

WHEREAS the following provisions shall supersede related provisions in the prior AGREEMENT:

State Interest and Satisfactory Continuing Control

A. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described under Asset Management below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.

B. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

Reports and Project Use

Asset Management. The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

Loss or Damage to the Project

A. If the Project is damaged and the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:

- 1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
- 2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

B. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

- 1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
- 2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.

Liens on the Project

WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in State Interest and Satisfactory Continuing Control and Reports and Project Use regarding the use and disposal of the Project and/or any portion thereof.

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0469.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0469:

AGREEMENT

- 1. RECITALS from this AMENDMENT are hereby incorporated into the AGREEMENT.
- 2. A copy of this AMENDMENT to AGREEMENT PTD0469 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
- 3. 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**

GRANTEE

Authorized Representative
Public Transportation Division

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2021-30 BY APPROVING THE FIRST
AMENDMENT TO THE FTA DISCRETIONARY GRANT PROGRAM
AGREEMENT PTD0469-01 AND AUTHORIZING THE GENERAL MANAGER
TO SIGN THAT FIRST AMENDMENT TO AGREEMENT PTD0469.**

WHEREAS, by Resolution No. 2021-30, the Mason Transit Authority (“MTA”) Board (the “Board”) approved FTA Discretionary Grant Program Agreement PTD0469 between the Washington State Department of Transportation (“WSDOT”) and MTA and authorized the General Manager to sign that Agreement; and

WHEREAS, WSDOT has modified its processes with regard to retaining its legal interest in all Project Assets (as defined in the amendatory agreement) as well as other terms and conditions relating to the Project Assets; and

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the First Amendment to FTA Discretionary Grant Program Agreement PTD0469-01 between WSDOT and MTA (“Agreement”); and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8C – *Actionable*
Subject: Amendment to PTD0972 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

This is the second of four amendments for consideration this month.

PTD0972-01 will be the first amendment to the Consolidated Grant Program agreement for approval by the Board and which relates to the process of the release of title of grant funded vehicles. PTD0972 funded the purchase of a replacement support vehicle #131 and one set of replacement vehicle lifts that are not required to be titled. The amendment states that WSDOT shall retain a legal interest in all Project Assets (as defined in the amendment) through the minimum useful life of the assets. It also states that MTA shall accept WSDOT's legal interest in all Project Assets during their minimum useful life and other related conditions.

Subject to MTA's compliance with all terms of the agreement, WSDOT's legal interest in vehicle #131 will be released at the end of its minimal useful life. In the case of the buses funded by this grant, the agency established minimal useful life would be 8 years for the vehicle or 15 years for the lifts.

Legal Counsel has reviewed the Amendment Agreement.

Summary: Approve amendment to the Consolidated Grant Program agreement for PTD0972-01.

Fiscal Impact:

\$65 per vehicle to re-title to MTA.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-03 that approves Agreement PTD0972-01 and authorizes the General Manager to sign same.

WSDOT Contact: Emily Geraldts
WSDOT E-mail: Emily.Geraldts@wsdot.wa.gov
WSDOT Phone: 515-451-9594

Amendment

Consolidated Grant Program			
Amendment Number	PTD0972-01	Grantee:	Mason County Public Transportation Benefit Area
Term of Agreement	Through the useful life of the project equipment		Mason Transit Authority
Vendor #	911554133		790 E Johns Prairie Rd
UEI	ZL58AVGU81E6		Shelton, Washington
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Unchanged	Contact:	Amy Asher
		Email:	aasher@masontransit.org

This is the first AMENDMENT to AGREEMENT PTD0972 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, GRANTEE used WSDOT grant funds to purchase public transportation vehicle(s), and listed WSDOT as the legal owner on the vehicle's registration and title, and

WHEREAS, WSDOT recently updated its procedures for managing grant funded vehicles, to have the GRANTEE listed as the legal owner on the vehicle's registration and title, rather than WSDOT, and

WHEREAS, to document its continuing legal and financial interest in the grant funded vehicle(s), WSDOT is hereby amending prior grant agreements to update relevant provisions, and

WHEREAS, PTD0972 is being amended to update the relevant grant agreement provisions to enable this change in procedure for managing grant funded vehicles, and

WHEREAS, following execution of this amendment, WSDOT will release the title of grant-funded vehicle(s) to the GRANTEE, and the GRANTEE will subsequently submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, the scope, budget, and intended service remain unchanged, and

WHEREAS the following provisions shall supersede related provisions in the prior AGREEMENT:

State Interest and Satisfactory Continuing Control

A. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described under Asset Management below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.

B. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

Reports and Project Use

Asset Management. The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

Loss or Damage to the Project

A. If the Project is damaged and the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:

- 1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
- 2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

B. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

- 1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
- 2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.

Liens on the Project

WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in State Interest and Satisfactory Continuing Control and Reports and Project Use regarding the use and disposal of the Project and/or any portion thereof.

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0972.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0972:

AGREEMENT

- 1. RECITALS from this AMENDMENT are hereby incorporated into the AGREEMENT.
- 2. A copy of this AMENDMENT to AGREEMENT PTD0972 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
- 3. 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**

GRANTEE

Authorized Representative
Public Transportation Division

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-03

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2024-08 BY APPROVING THE FIRST
AMENDMENT TO THE CAPITAL GRANT AGREEMENT PTD0972-01 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST
AMENDMENT TO AGREEMENT PTD0972.**

WHEREAS, by Resolution No. 2024-08, the Mason Transit Authority (“MTA”) Board (the “Board”) approved Capital Grant Agreement PTD0972 between the Washington State Department of Transportation (“WSDOT”) and MTA and authorized the General Manager to sign that Agreement; and

WHEREAS, WSDOT has modified its processes with regard to retaining its legal interest in all Project Assets (as defined in the amendatory agreement) as well as other terms and conditions relating to the Project Assets; and

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the First Amendment to Capital Grant Agreement PTD0972-01 between WSDOT and MTA (“Agreement”); and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8D – *Actionable*
Subject: Amendment to PTD0344 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

This is the third of four amendments for consideration this month.

PTD0344-03 will be the third amendment to the Consolidated Grant Program Agreement for approval by the Board and which relates to the process of the release of title of grant funded vehicles. PTD0344 funded the purchase of a 35' biodiesel bus (#340) and six (6) replacement cutaways (#2420-2425 and #2430). The amendment states that WSDOT shall retain a legal interest in all Project Assets (as defined in the amendment) through the minimum useful life of the assets. It also states that MTA shall accept WSDOT's legal interest in all Project Assets during their minimum useful life and other related conditions.

Subject to MTA's compliance with all terms of the agreement, WSDOT's legal interest in each of the vehicles referenced above will be released at the end of each of the applicable minimal useful life. In the case of the buses and cutaways funded by this grant, the agency established minimal useful life would be 15 years or 500,000 miles for the coaches or 7 years or 250,000 for the cutaways, respectively.

Legal Counsel has reviewed the Amendment Agreement.

Summary: Approve amendment to the Consolidated Grant Program agreement for PTD0344-03.

Fiscal Impact:

\$65 per vehicle to re-title to MTA.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-04 that approves Agreement PTD0344-03 and authorizes the General Manager to sign same.

WSDOT Contact: Crystal Lloyd
WSDOT E-mail: crystal.lloyd@wsdot.wa.gov
WSDOT Phone: 360-705-7819

Amendment

Consolidated Grant Program

Amendment Number	PTD0344-03	Grantee:	Mason County Public Transportation Benefit Area dba Mason Transit Authority
Term of Agreement	July 1, 2021 through the useful life of the Project Equipment		
Vendor #	9111554133		791 E Johns Prairie Rd Shelton, WA 98584-1266
UEI	GVJSNKK6EFQ3		
ALN # / ALN Name	20.509 Bus and Bus Facilities Program		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Jefferson, Kitsap, Mason and Thurston Counties	Contact:	Amy Asher
		Email:	aasher@masontransit.org

This is the third AMENDMENT to AGREEMENT PTD0344 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0344 to:

- Amend the "Budget" language under the "Funding by Project" table to reflect the 2025–2027 biennium, changing 2023 – 2025 to 2025 – 2027.
- Scope of Work remains unchanged.

WHEREAS, the GRANTEE used WSDOT grant funds to purchase public transportation vehicle(s), and listed WSDOT as the legal owner on the vehicle's registration and title, and

WHEREAS, WSDOT recently updated its procedures for managing grant funded vehicles, to have the GRANTEE listed as the legal owner on the vehicle's registration and title, rather than WSDOT, and

WHEREAS, to document its continuing legal and financial interest in the grant funded vehicle(s), WSDOT is hereby amending prior grant agreements to update relevant provisions, and

WHEREAS, PTD0344 is being amended to update the relevant grant agreement provisions to enable this change in procedure for managing grant funded vehicles, and

WHEREAS, following execution of this amendment, for vehicle(s) that will be purchased under this grant in the future, the GRANTEE will submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, following execution of this amendment, WSDOT will release the title of any grant-funded vehicle(s) already purchased under this grant to the GRANTEE, and the GRANTEE will subsequently submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, following execution of this amendment, for vehicle(s) that will be purchased under this grant in the future, the GRANTEE will submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0344

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0344 and shall **supersede** related provisions in the prior AGREEMENT:

State Interest and Satisfactory Continuing Control

A. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described under **Asset Management** below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.

B. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

Reports and Project Use

Asset Management. The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

Loss or Damage to the Project

A. If the Project is damaged and the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:

1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

B. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.

Liens on the Project

WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in State Interest and Satisfactory Continuing Control and Reports and Project Use regarding the use and disposal of the Project and/or any portion thereof.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0344:

AGREEMENT

1. RECITALS from the AGREEMENT are hereby incorporated into this AMENDMENT.
2. Funding table under 'Funding by Project' remains unchanged.

Funding by Project

Project Title: Replace 1 - 35' Biodiesel Powered Bus and Replace 6 Gas Powered Light-Duty Cutaway Vehicles

UPIN # N/A

Scope of Work: Purchase one (1) replacement, 35' biodiesel powered bus, and six (6) replacement, gas powered light-duty cutaway vehicles.

Funds	Current Percentage	Prior Funds	Current Funds	Projected Funds	Total Funds
State Transit Support (CCA)	38.33%		\$352,645		\$352,645
FTA 5339	61.67%		\$567,350		\$567,350
Prior Funds		\$384,795			\$384,795
Projected Grant Funds				\$0	\$0
Grant Funds	100.00%	\$384,795	\$919,995	\$0	\$1,304,790
Grantee's Funds	0.00%	\$128,625	\$0	\$0	\$128,625
Total	100%	\$513,420	\$919,995	\$0	\$1,433,415

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Federal Award Information

FTA 5339	
Federal Award Identification #	WA-2023-066
Year	2022
Federal Award Date	9/18/2023
Budget Period Start Date	3/15/2022
Budget Period End Date	6/30/2026
Period of Performance Start Date	9/18/2023
Period of Performance End Date	6/30/2026
Total WSDOT Apportionment	\$4,000,000
Amount Committed to the Subrecipient	\$952,145
Amount Obligated to the Subrecipient	\$952,145

3. A copy of this AMENDMENT to AGREEMENT PTD0344 shall be attached to and made a part of the original AGREEMENT. Any references 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**

GRANTEE

Authorized Representative
Public Transportation Division (WSDOT)

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2021-31, AS AMENDED, BY APPROVING
THE THIRD AMENDMENT TO THE CONSOLIDATED GRANT PROGRAM
AGREEMENTS AND AUTHORIZING THE GENERAL MANAGER TO SIGN
THAT THIRD AMENDMENT TO AGREEMENT PTD0344.**

WHEREAS, the initial Capital Grant Agreement PTD 0344 (the "Agreement") including authorizing the General Manager to sign that Agreement, was approved by Resolution No. 2021-31 of the Mason Transit Authority ("MTA") Board (the "Board"). That Agreement was between MTA and Washington State Department of Transportation ("WSDOT"); and

WHEREAS, two subsequent amendments (PTD0344-01 and PTD0344-02) to that initial Agreement were approved by the Board pursuant to Resolutions Nos. 2024-03 and 2024-07; and

WHEREAS, WSDOT has modified its processes with regard to retaining its legal interest in all Project Assets (as defined in the amendatory agreement PTD0344-03) as well as other terms and conditions relating to the Project Assets;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Third Amendment to Capital Grant Agreement PTD0344-03 between WSDOT and MTA ("Agreement"); and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[Vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 8E – *Actionable*
Subject: Amendment to PTD0973 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

This is the final of four amendments for consideration this month.

PTD0973-01 will be the first amendment to the Consolidated Grant Program Agreement for approval by the Board and which relates to the process of the release of title of grant funded vehicles. PTD0973 funded the purchase of four cutaway vehicles (#2426-2429). The amendment states that WSDOT shall retain a legal interest in all Project Assets (as defined in the amendment) through the minimum useful life of the assets. It also states that MTA shall accept WSDOT's legal interest in all Project Assets during their minimum useful life and other related conditions.

Subject to MTA's compliance with all terms of the agreement, WSDOT's legal interest in the vehicles referenced above will be released at the end the minimal useful life for each vehicle. In the case of the vehicles funded by this grant, the agency minimal useful life would be 7 years or 250,000 miles.

Legal Counsel has reviewed the Amendment Agreement.

Summary: Approve amendment to the Consolidated Grant Program agreement for PTD0973-01.

Fiscal Impact:

\$65 per vehicle to re-title to MTA.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-05 that approves Agreement PTD0973-01 and authorizes the General Manager to sign same.

WSDOT Contact: Emily Geraldts
WSDOT E-mail: Emily.Geraldts@wsdot.wa.gov
WSDOT Phone: 515-451-9594

Amendment

Consolidated Grant Program			
Amendment Number	PTD0973-01	Grantee:	Mason County Public Transportation Benefit Area
Term of Agreement	Through the useful life of the project equipment		dba Mason Transit Authority
Vendor #	911554133		790 E Johns Prairie Rd
UEI	ZL58AVGU81E6		Shelton, Washington
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Unchanged	Contact:	Amy Asher
		Email:	aasher@masontransit.org

This is the first AMENDMENT to AGREEMENT PTD0973 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, GRANTEE used WSDOT grant funds to purchase public transportation vehicle(s), and listed WSDOT as the legal owner on the vehicle's registration and title, and

WHEREAS, WSDOT recently updated its procedures for managing grant funded vehicles, to have the GRANTEE listed as the legal owner on the vehicle's registration and title, rather than WSDOT, and

WHEREAS, to document its continuing legal and financial interest in the grant funded vehicle(s), WSDOT is hereby amending prior grant agreements to update relevant provisions, and

WHEREAS, PTD0973 is being amended to update the relevant grant agreement provisions to enable this change in procedure for managing grant funded vehicles, and

WHEREAS, following execution of this amendment, WSDOT will release the title of grant-funded vehicle(s) to the GRANTEE, and the GRANTEE will subsequently submit a Vehicle Title Application to the Washington State Department of Licensing to list the GRANTEE as the legal owner of the vehicle(s), and

WHEREAS, the scope, budget, and intended service remain unchanged, and

WHEREAS the following provisions shall supersede related provisions in the prior AGREEMENT:

State Interest and Satisfactory Continuing Control

A. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described under Asset Management below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.

B. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

Reports and Project Use

Asset Management. The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

Loss or Damage to the Project

A. If the Project is damaged and the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:

- 1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
- 2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

B. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

- 1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
- 2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.

Liens on the Project

WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in State Interest and Satisfactory Continuing Control and Reports and Project Use regarding the use and disposal of the Project and/or any portion thereof.

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0973.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0973:

AGREEMENT

- 1. RECITALS from this AMENDMENT are hereby incorporated into the AGREEMENT.
- 2. A copy of this AMENDMENT to AGREEMENT PTD0973 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
- 3. 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**

GRANTEE

Authorized Representative
Public Transportation Division

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-05

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2024-09 BY APPROVING THE FIRST
AMENDMENT TO THE CONSOLIDATED GRANT PROGRAM AGREEMENT
AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST
AMENDMENT TO AGREEMENT PTD0973.**

WHEREAS, the initial Capital Grant Agreement PTD 0973 (the "Agreement") including authorizing the General Manager to sign that Agreement, was approved by Resolution No. 2024-09 of the Mason Transit Authority ("MTA") Board (the "Board"). That Agreement was between MTA and Washington State Department of Transportation ("WSDOT"); and

WHEREAS, WSDOT has modified its processes with regard to retaining its legal interest in all Project Assets (as defined in the amendatory agreement PTD0973-01) as well as other terms and conditions relating to the Project Assets;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the First Amendment to Consolidated Grant Program Agreement PTD0973-01 between WSDOT and MTA ("Agreement"); and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8F – *Actionable*
Subject: Amendment to PTD1081 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

This amendment will be the first amendment to PTD1081 of the Consolidated Grant Program Operating Grant Agreement for approval by the Board. This existing grant sustains MTA's Dial A Ride program.

This amendment accomplishes the following:

- Increases the total project cost for the biennium to \$3,522,802 by adding \$1,210,471 of Transit Support Formula Funds. These state funds replace the previously programmed \$990,000 in MTA local match funds.
- MTA is no longer required to provide any match funds.
- The scope of the Project has not changed.

Legal Counsel has reviewed the Amendment Agreement.

Summary: Approve amendment to the Consolidated Grant Program agreement for PTD1081-01.

Fiscal Impact:

Increases grant funds received from WSDOT by \$1,210,471 and eliminates MTA's local contribution.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-06 that approves Agreement PTD1081-01 and authorizes the General Manager to sign same.

WSDOT Contact: Laura Moxham
WSDOT E-mail: laura.moxham@wsdot.wa.gov
WSDOT Phone: 360-705-6928

Amendment

Consolidated Grant Program Operating Grant Agreement	
Amendment Number	PTD1081-01
Term of Agreement	July 1, 2025 through June 30, 2027
Vendor #	911554133
UEI	GVJSNKK6EFQ3
ALN # / ALN Name	20.509 Formula Grants for Rural Areas
Indirect Cost Rate	No
R & D	No
Service Area	Mason County
Grantee: Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265	
Contact: Amy Asher Email: aasher@masontransit.org	

This is the first AMENDMENT to AGREEMENT PTD1081 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD1081 to:

- Increase total project cost to \$3,522,802 by
- Adding \$1,210,471 Transit Support Formula Funds
- Decrease total Grantee Funds (match);
- Scope of Work remains unchanged.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD1081:

AGREEMENT

1. RECITALS from the AGREEMENT are hereby incorporated into this AMENDMENT.
2. Amend the funding table under 'Funding by Project' as follows:

Funding by Project

Project Title: Sustain Mason County Dial A Ride Service

UPIN # N/A

Scope of Work: Sustain demand response service for the general public in Mason County.

Funds	Current Percentage	Prior Funds	Current Funds	Projected Funds	Total Funds
State Rural Mobility	14.45%		\$509,092		\$509,092
State Transit Support (CCA)	34.36%		\$1,210,471		\$1,210,471
FTA 5311	42.58%		\$1,500,091		\$1,500,091
FTA 5311 CRRSAA	8.61%		\$303,148		\$303,148
Prior Funds		\$0			\$0
Projected Grant Funds				\$0	\$0
Grant Funds	100.00%	\$0	\$3,522,802	\$0	\$3,522,802
Grantee's Funds	0.00%	\$0	\$0	\$0	\$0
Total	100%	\$0	\$3,522,802	\$0	\$3,522,802

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Federal Award Information

	FTA 5311	FTA 5311	FTA 5311 CRRSAA
Federal Award Identification #	WA-2025-052	TBD	WA-2021-052
Year	2025	2026	2021
Federal Award Date	7/2/2025	TBD	7/29/2021
Budget Period Start Date	12/21/2025	TBD	12/27/2020
Budget Period End Date	3/30/2028	TBD	9/30/2027
Period of Performance Start Date	7/2/2025	TBD	7/29/2021
Period of Performance End Date	3/30/2028	TBD	9/30/2027
Total WSDOT Apportionment	\$20,362,849	TBD	\$164,001,414
Amount Committed to the Subrecipient	\$500,000	\$1,000,091	\$303,148
Amount Obligated to the Subrecipient	\$500,000		\$303,148

3. A copy of this AMENDMENT to AGREEMENT PTD1081 shall be attached to and made a part of the original AGREEMENT. Any references 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**

GRANTEE

Authorized Representative
Public Transportation Division (WSDOT)

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-06

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTION NO. 2025-11 BY APPROVING THE FIRST
AMENDMENT TO THE CONSOLIDATED GRANT PROGRAM AGREEMENT
AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST
AMENDMENT TO AGREEMENT PTD01081.**

WHEREAS, the initial Consolidated Grant Program Agreement PTD1081 (the "Agreement") including authorizing the General Manager to sign that Agreement, was approved by Resolution No. 2025-11 of the Mason Transit Authority ("MTA") Board (the "Board"). That Agreement was between MTA and Washington State Department of Transportation ("WSDOT"); and

WHEREAS, WSDOT has approved increasing the total project cost to \$3,522,802 by adding \$1,210,471 of Transit Support Formula Funds and removing MTA funds as match;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the First Amendment to Consolidated Grant Program Agreement PTD1081-01 between WSDOT and MTA ("Agreement"); and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8G – *Actionable*

Subject: Approve Consolidated Grant Program Agreement PTD1314

Prepared by: Amy Asher, General Manager

Approved by: Amy Asher, General Manager

Date: February 17, 2026

Background:

MTA was awarded Sales Tax Equalization funding totaling \$2,668,014 for Fiscal Year 2026. This funding is split among several capital and operating projects; each requiring a separate grant agreement with WSDOT.

Grant Agreement PTD1314 funds Mason Transit's Technology updates at the Transit Community Center and on MTA's fixed route fleet. Specifically, it funds the purchase and installation of a replacement digital informational sign at the TCC and on-board automated announcement throughout MTA's fixed route fleet. These projects are in the adopted 2026 MTA Capital Budget.

Legal Counsel has reviewed the Agreement.

Summary: Approve Consolidated Grant Program Agreement PTD1314.

Fiscal Impact:

\$195,000

No match required.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-07 that approves Agreement PTD1314 and authorizes the General Manager to sign same.



WSDOT Contact: Laura Moxham

WSDOT E-mail: laura.moxham@wsdot.wa.gov

WSDOT Phone: 360-705-6928

Consolidated Grant Program			
Formula Operating Grant Agreement			
Agreement Number	PTD1314	Grantee:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, Washington 98584-1265
Term of Agreement	July 1, 2025 through June 30, 2027		
Vendor #	911554133		
UEI	GVJSNKK6EFQ3		
ALN # / ALN Name	N/A		
Indirect Cost Rate	No		
R & D	No		
Service Area	Mason County	Contact:	Amy Asher
		Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: MTA Technology Updates - 2026

UPIN # N/A

Scope of Work: Update Mason Transit's Technology.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility - Transit Formula Funds	100.00%	\$195,000		\$195,000
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$195,000	\$0	\$195,000
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$195,000	\$0	\$195,000

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2
Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, “Federal Provisions .”

Section 3
Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4
Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled “Term of Agreement” on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5
General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT’s Consolidated Grants Program Guidebook, hereinafter referred to as the “Guidebook”, and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6
GRANTEE’s Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE’s Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE’s Funds.

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.

- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.

- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

**Section 10
Reports**

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

**Section 11
Energy Credit**

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

**Section 12
No Obligation by the State Government**

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability for 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.

**Section 13
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 14
Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another 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 the written consent of WSDOT.

Section 15
Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 16
Compliance with Laws and Regulations

- A. The GRANTEE 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 GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17
Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18
Accounting Records

- A. Project Accounts.** The GRANTEE 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. The GRANTEE 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 upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19
Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. 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 GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor 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.

**Section 20
Labor Provisions**

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project 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 forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

**Section 21
Changed Conditions Affecting Performance**

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 22
Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE'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 23
Remedies for Misuse or Noncompliance.**

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

**Section 24
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 Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE'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 the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.

- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE 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 WSDOT or the GRANTEE 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.

E. **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 25 Termination

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and 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. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the 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 funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a 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 GRANTEE 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 GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE 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 this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way 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 material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE 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 GRANTEE 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 the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE 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.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
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 27
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE 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 28
Limitation of Liability

- A. The GRANTEE shall indemnify, defend, 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 GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

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 written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30
WSDOT Advice

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

Section 31
Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE 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 due to damage to Project Equipment. The GRANTEE 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 32
Counterparts

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

Section 33
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 34
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 35
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

**Section 36
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 37
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

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

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date

RESOLUTION NO. 2026-07

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE CONSOLIDATED GRANT PROGRAM AGREEMENT
PTD1314 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT
AGREEMENT.**

WHEREAS, Mason Transit Authority (“MTA”) Board (the “Board”) has received notification of the award of the Formula Operating Grant Agreement PTD1314 (the “Agreement”) in the amount of \$195,000 through the Washington State Department of Transportation (“WSDOT”); and

WHEREAS, MTA was awarded those funds to provide funding for MTA’s technology updates;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Formula Operating Grant Agreement PTD1314 between WSDOT and MTA (“Agreement” in the amount of \$195,000; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8H – *Actionable*

Subject: Approve Consolidated Grant Program Agreement PTD1315 Agreement

Prepared by: Amy Asher, General Manager

Approved by: Amy Asher, General Manager

Date: February 17, 2026

Background:

MTA was awarded Sales Tax Equalization funding totaling \$2,668,014 for Fiscal Year 2026. This funding is split among several capital and operating projects; each requiring a separate grant agreement with WSDOT.

Grant Agreement PTD1315 funds the replacement of one fixed route coach totaling \$770,708. MTA is not required to provide any local funds for this grant. The vehicle will be ordered in 2026 with an expected delivery date of spring 2028. The replacement vehicle is in the Board adopted Transit Development Plan and the 2026 Capital Budget.

Legal Counsel has reviewed the Agreement.

Summary: Approve Consolidated Grant Program agreement PTD1315.

Fiscal Impact:

\$770,708

No match required.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-08 that approves Agreement PTD1315 and authorizes the General Manager to sign same.



WSDOT Contact: Crystal Lloyd
WSDOT E-mail: crystal.lloyd@wsdot.wa.gov
WSDOT Phone: 360-705-7819

Consolidated Grant Program	
Formula Vehicle & Equipment Grant Agreement	
Agreement Number	PTD1315
Term of Agreement	July 1, 2025 through the useful life of the Project Equipment
Vendor #	911554133
UEI	GVJSNKK6EFQ3
ALN # / ALN Name	N/A
Indirect Cost Rate	No
R & D	No
Service Area	Mason County
Grantee:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, Washington 98584-1265
Contact:	Amy Asher
Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
SCOPE OF WORK AND BUDGET**

Funding by Project

Project Title: Replace one Fixed Route Coach - 2026

UPIN # N/A

Scope of Work: Purchase one (1) replacement heavy duty vehicle.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility - Transit Formula Funds	100.00%	\$770,708		\$770,708
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$770,708	\$0	\$770,708
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$770,708	\$0	\$770,708

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2
Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for the planning, design, acquisition, construction, and/or improvements of capital rolling stock, equipment, facilities, and/or infrastructure to be used in the provision of public transportation services to persons in the State of Washington, referred to as the "Project." Reference to the "Project" shall include all such capital rolling stock, equipment, facilities, and/or infrastructure (collectively, "Project Assets") designed, acquired, constructed, improved, or installed under this AGREEMENT.
- B. If this AGREEMENT includes any federal funding through WSDOT Public Transportation Division, in addition to the requirements of Sections 1 through 47 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC Chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Summary of Federal Requirements, which is attached hereto and by this reference incorporated into this AGREEMENT.
- C. On projects where WSDOT is providing only state funds and the GRANTEE is using funds received directly from the federal government as their share or part thereof on the Project, the GRANTEE must assume full responsibility for complying with all federal rules and regulations.
- D. If the GRANTEE is found in non-compliance with federal rules and regulations, the GRANTEE shall provide written notification to WSDOT supplying details related to the non-compliance. Both PARTIES will analyze and determine the impact on the scope, schedule, and funding of the Project. Remedies required up to and including the return of funds will be identified to ensure the Project's scope of work is met as intended.

Section 3
Scope of Agreement

- A. The GRANTEE agrees to perform the work and complete the Project as described and detailed in Section 1. The GRANTEE shall complete the Project within the project limits described in Section 1. The GRANTEE shall operate the rolling stock/equipment in the service area as described in Section 1.
- B. **Project Administration:** WSDOT is responsible for the Federal Transit Administration's (FTA) oversight and management functions for FTA-funded projects if FTA funds are awarded through WSDOT Public Transportation Division. The GRANTEE agrees that WSDOT shall have the authority to carry out this responsibility, which includes but is not limited to, access to project-related documents for review, processing, and approval, as applicable, for each Project. For any Project where the GRANTEE requires work or services to be performed by WSDOT for the GRANTEE to be in compliance with state and federal requirements, the GRANTEE agrees to reimburse WSDOT for all of the actual direct and indirect costs incurred by WSDOT for the performance of the work or services.

Section 4
General Compliance Assurance

- A. The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

- B. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 5
Term of Agreement

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Agreement" regardless of the date of execution of this AGREEMENT unless terminated as provided herein. The caption space header titled "Term of Agreement" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

Section 6
State Review of Project

- A. WSDOT shall review the Project identified in this AGREEMENT as **Section 1- Scope of Work and Budget**, at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the GRANTEE does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in **Section 37, Termination**.

- B. The GRANTEE shall deliver the scope of the Project as described in **Section 1- Scope of Work and Budget**. WSDOT shall review deviations from the approved scope or non - delivery of a specific phase to determine whether the project still meets the Project intent. If the Project is found in misalignment with the original intent, WSDOT will determine the best course of action including extending the Project's schedule, requesting approval for the change, or requesting repayment. The time for repayment and the amount will be negotiated between WSDOT and the GRANTEE.

Section 7
Project Costs and Minimum GRANTEE's Match Requirement

- A. The reimbursable costs of the Project shall not exceed the amounts detailed in **Section 1- Scope of Work and Budget**. The GRANTEE agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in **Section 1**. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

- B. The GRANTEE is required to provide a minimum match percentage of funds for the Project as identified in **Section 1 – Scope of Work and Budget**, indicated as GRANTEE’s Funds. Any reduction in the match will result in a proportional reduction in grant funds.

**Section 8
Energy Credit**

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with WSDOT’s public transportation grant program. GRANTEE’S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of WSDOT’s funding of this AGREEMENT.

**Section 9
Inspection of the Project**

- A. The GRANTEE shall inspect any Project Assets purchased pursuant to this AGREEMENT at the time of delivery to the GRANTEE. The GRANTEE has fifteen (15) calendar days from delivery to either accept or reject the Project Assets. If rejected, the GRANTEE shall provide a written notice specifying the Project Asset deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defects. Upon receipt and acceptance of Project Assets, the GRANTEE agrees that it has fully inspected the Project Asset and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair, and that the GRANTEE is satisfied with the Project Asset and that the Project Asset complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty (30) days of the Project Asset acceptance.
- B. The GRANTEE shall inspect the Project to ensure conformity with the approved plans and specifications. WSDOT shall review the completed work to ensure conformity with the Project described and detailed in **Section 1** and state, local, and federal requirements as appropriate. WSDOT shall also review project documentation during various phases, as appropriate, to ensure conformity with state, local, and federal requirements.

**Section 10
Provisions for Specific Grant Programs**

- A. **Regional Mobility Grant Program.**
1. In accordance with RCW 47.04.290 a transit agency that receives state grant funding for a park and ride lot must establish a process for private transportation providers to apply for the use of the park and ride facility.
 2. A draft Performance Measurement Plan (PMP) must be submitted to WSDOT before submitting the first reimbursement request. If the GRANTEE does not submit a PMP and is nonresponsive to requests from WSDOT for improvements and information, the GRANTEE may be deemed out of compliance.
 3. The GRANTEE must provide annual performance reports for four calendar years after the project is operationally complete, as prescribed in the GUIDEBOOK, and any amendments thereto, or as WSDOT may require, including, but not limited to interim and annual reports. Annual Performance Report must include a summary of overall project performance and supporting data.

B. Public Transit Rideshare Grant Program.

1. All vehicles purchased under this program must be placed into service within twelve (12) months of the vehicle acceptance date.
2. Vehicles that are being replaced must be disposed of by selling, donating, or surplusing each vehicle within three (3) months of the GRANTEE's written acceptance of the WSDOT funded replacement.

Section 11

Miscellaneous Charges and Conditions

The GRANTEE shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees (including vehicle registration, license, safety, and emission control inspection fees) and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the GRANTEE's use or intended use of the Project and Project Assets. Required visual and road test inspection fees related to the acceptance of vehicles, and software licensing use fees, are eligible for reimbursement. All replacements, repairs, or substitutions of parts for Project Assets shall be at the cost and expense of the GRANTEE.

Section 12

Purchases

The GRANTEE shall make purchases pursuant to this AGREEMENT through written procurement procedures in alignment with the GUIDEBOOK and compliant with state and federal requirements as applicable.

Section 13

Payment

- A. State and/or federal funds may be used to reimburse the GRANTEE for allowable expenses incurred in completing the Project as described in **Section 1**. Allowable Project expenses shall be determined by WSDOT as described in the GUIDEBOOK, and any amendments thereto. In no event shall the total amount reimbursed by WSDOT exceed the Total Project Cost, less any GRANTEE's Funds, identified in **Section 1**.
- B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe identified in **Section 1**. Such costs to be reimbursed shall be calculated as described in the GUIDEBOOK, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of Agreement" as set forth in the caption space header above. The GRANTEE shall submit a claim reimbursement detailing the costs incurred and necessary supporting documentation. Such claim reimbursements may be submitted no more than once a month and no less than once per quarter as warranted by project expenditures. If approved by WSDOT, said claim reimbursements shall be paid by WSDOT within thirty (30) days of submission to WSDOT. 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 GRANTEE shall submit a claim reimbursement for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) "fiscal year" is defined as the year beginning July 1 and ending the following June 30. Reimbursement requests must be received no later than July 15th of the following state fiscal year. If the GRANTEE is unable to provide a claim reimbursement by this date, the GRANTEE shall provide an

estimate of the charges to be billed no later than July 15th so WSDOT may accrue the expenditures in the proper fiscal year. Any claim reimbursement submitted after the timeframe prescribed above may not be eligible for reimbursement.

- D. Progress Payments for Federally Funded Construction:** For federally funded construction contracts, the GRANTEE is required to make progress payments based on a percentage-of-completion method. WSDOT will reimburse the GRANTEE for eligible costs as identified in the claim reimbursement.
- E. Progress Payments for Heavy-Duty Buses:** For heavy-duty transit bus (“bus”) purchases, WSDOT may reimburse the GRANTEE for progress payments made to a bus manufacturer prior to the final delivery of the bus.
1. Progress payments will only be made for the completion of specific, discrete activities necessary for the manufacture of the bus.
 2. Progress payments are only allowable to bus manufacturers that are eligible to receive federal funds. It is the GRANTEE’s responsibility to obtain assurances confirming the manufacturer’s ability to deliver and comply with state and federal regulations and requirements.
 3. The GRANTEE must obtain adequate security for progress payments. The security for progress payments is typically a performance bond or letter of credit in the amount of the payments but there may be other types of security negotiated by the GRANTEE and the bus manufacturer as appropriate, such as receipt of title to the rolling stock at an appropriate point in the manufacturing process.
 4. The GRANTEE shall determine if progress payments are in the best interest of the GRANTEE after negotiating an anticipated delivery date for the bus(es) with the manufacturer. Regardless of whether the GRANTEE pursues progress payments, the GRANTEE shall include an anticipated delivery date for the bus(es) in the Purchase Order (PO) for the bus(es).
 5. To be eligible for reimbursement of progress payments, and prior to issuing a PO, the GRANTEE must negotiate a milestone payment schedule (MPS) with the bus manufacturer as applicable for each vehicle type and specifications. The MPS must identify a limited number of discrete activities whose completion qualifies for a milestone progress payment and an anticipated delivery date for the bus(es). The GRANTEE must submit the MPS to WSDOT for concurrence.
 6. Once the MPS is approved, the GRANTEE will include the MPS in the PO for the bus(es). A copy of the PO with the agreed-upon terms for the manufacturer’s delivery of the bus(es) must be submitted to WSDOT.
 7. During manufacture, if any of the terms of the PO need to be updated, the GRANTEE will implement a change order process. WSDOT concurrence on the change order is required prior to approving any changes to the terms of the PO.
 8. The GRANTEE will submit documentation of completion of each progress milestone when submitting a request for progress payment reimbursement. Images and/or other forms of tangible verification of milestone completion will be required.
 9. The GRANTEE will submit Quarterly Status Reports for the grant while the bus(es) is/are being built and until the final reimbursement is made. WSDOT will make final reimbursement for the bus(es) upon delivery and acceptance of the bus(es), per standard procedures. The GRANTEE is to comply with post-delivery bus purchase requirements.

If a bus(es) is/are not delivered within the terms and conditions of the PO, and WSDOT has reimbursed the GRANTEE for one or more progress payments, the GRANTEE shall reimburse WSDOT for all progress payments incurred.

Section 14
Assignments, Subcontracts, and Leases

- A. The GRANTEE shall submit to WSDOT as requested a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE's direct supervision.

- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 4 and Sections 15 through 34** of this AGREEMENT in all third-party 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. Third-party contractors must include these sections in any subsequent subcontracts, as applicable.

Section 15
State Interest and Satisfactory Continuing Control

- A. This provision shall survive termination of this AGREEMENT.

- B. WSDOT shall retain a legal interest in all Project Assets, defined as any rolling stock, equipment, facilities, and infrastructure, through the minimum useful life of the assets. For rolling stock purchases, the title of the rolling stock shall designate the GRANTEE as the legal owner and registered owner. Through the end of the minimum useful life, as defined in the GUIDEBOOK, the GRANTEE shall maintain satisfactory continuing control of all Project Assets, defined as the legal assurance that Project Assets will remain available to be used for its authorized purpose until disposition. The GRANTEE shall certify its satisfactory continuing control through the reporting described in Section 16(F) below. The GRANTEE accepts WSDOT's legal interest in all Project Assets during their minimum useful life. The GRANTEE must receive pre-approval from WSDOT to dispose of any Project Asset prior to the end of its minimum useful life. Regardless of the date of disposal, WSDOT will receive the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the value of the disposed asset.

- C. Subject to the GRANTEE's compliance with all terms of this AGREEMENT, WSDOT's legal interest in each Project Asset will be released at the end of the minimum useful life of the Project Asset, as defined in the GUIDEBOOK.

Section 16
Reports and Project Use

- A. This provision shall survive termination of this AGREEMENT.

- B. The GRANTEE agrees that the Project shall be used for the provision of public transportation services within the area indicated in **Section 1** for the duration of the Project Asset's minimum useful life, as set forth in the GUIDEBOOK. The GRANTEE further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any applicable law, or so as to avoid any insurance covering the same or permit the Project to become subject to any lien, charge, or encumbrance.
- C. The GRANTEE shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle assets adequate to cover the value of the Project Assets prior to vehicles and assets being placed into operation. For vehicles, the GRANTEE shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first Claim Reimbursement, and supply proof of renewal, annually thereafter until the vehicle depreciates fully. The GRANTEE shall name WSDOT as an additional insured on the insurance through the minimum useful life of the vehicles. If the GRANTEE is self-insured, the GRANTEE shall supply a copy of the Certificate of Self-Insurance specifying such coverage to WSDOT with the first Claim Reimbursement.
- D. Should the GRANTEE unreasonably delay or fail to use the Project during the Project term and reporting period, defined as through the end of the minimum useful life of the Project Assets, the GRANTEE agrees that it may be required to refund up to the entire amount of the "State and/or Federal Funds" expended on the Project. The GRANTEE shall immediately notify WSDOT when any Project Assets are withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in **Section 1**. If the Project is permanently removed from public transportation services, the GRANTEE agrees to immediately notify WSDOT of its intentions regarding the disposal of Project Assets or any part of the Project thereof.
- E. **Reports.** The GRANTEE shall submit quarterly status reports to WSDOT for the Term of the Project, regarding the progress of the Project. The GRANTEE shall keep satisfactory written records regarding the use of the Project and shall submit the following reports to, and in a form, and at such times prescribed by WSDOT as set forth in the GUIDEBOOK, and any subsequent amendments thereto:
1. Quarterly status reports for the Term of the Project, regarding the progress of the Project.
 2. Grant program specific reports as prescribed in **Section 10**.
 3. Reports describing the current usage of the Project and other data which WSDOT may request from the GRANTEE by memos, e-mails or telephone requests.
 4. In the event any portion of the Project sustains disabling damage, the GRANTEE shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
 5. The GRANTEE shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.
- F. **Asset Management.** The GRANTEE shall submit a Transit Asset Management Plan, Facility Maintenance Plan, Equipment Maintenance Plan, Infrastructure Maintenance Plan, and/or Vehicle Maintenance Plan to WSDOT, as applicable and prescribed in the GUIDEBOOK. Subsequently, the GRANTEE shall submit an Annual Asset Inventory to WSDOT, for the duration of the minimum useful life of the Project Assets.

- G. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from that described in **Section 1**, or in a “Service Area” different than that described in **Section 1**, WSDOT may require the GRANTEE to repay WSDOT the grant funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 17
Maintenance of the Project

- A. This provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall make all necessary repairs and reasonably maintain the Project Assets to assure it remains in good and operational condition until the end of its minimum useful life. The minimum useful life of a constructed project is determined based on the Architectural/Engineering requirements for each type of structure, materials used, industry standards, and other federal and/or state standards and specifications, as described in the GUIDEBOOK. The minimum useful life for rolling stock is defined in FTA Circular 5010.1F, as referenced in the GUIDEBOOK. The minimum useful life for other equipment shall be determined according to provisions in the GUIDEBOOK including manufacturer’s estimated useful life and industry standards. All service, materials, and repairs in connection with the use and operation of the Project during its minimum useful life shall be at the GRANTEE’s expense.
- C. GRANTEES who are transit agencies and/or who receive direct federal funding from FTA must also have a Transit Asset Management Plan submitted to WSDOT that details their plan to maintain the Project. GRANTEES must submit a written Vehicle, Equipment, Facility, and/or Infrastructure Maintenance Plan to WSDOT prior to the occupation and/or operation of the Project, as applicable and prescribed in the GUIDEBOOK. The GRANTEE agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by contractors, vendors, and/or component manufacturers, or sooner if needed. The GRANTEE shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer’s warranty, if applicable. WSDOT shall not be liable for repairs. The GRANTEE shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 25. The GRANTEE shall provide copies of such records to WSDOT, upon request.

Section 18
Compliance with WSDOT Standards and Approval requirements

- A. This provision applies to all projects with construction elements.
- B. The GRANTEE agrees the Project must comply with all applicable Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, and any applicable revisions thereto.
- C. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the project must comply with WSDOT General Special Provisions, Local Agency (APWA) specifications and Washington State Department of Transportation Construction Manual M41-01, as applicable. WSDOT General Special Provision (GSP) related to Buy America/BABA requirements shall be included in the Plans, Specifications and Estimate

(PS&E). After the DBE goals are determined, the applicable WSDOT General Special Provision (GSP), for the type of goal set, shall be included in the Plans, Specifications and Estimate (PS&E). The GRANTEE shall coordinate with WSDOT for collecting the current version of both GSPs.

D. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the GRANTEE shall coordinate with WSDOT and provide requested documentation for written approval prior to initiating any of the following classifications of work on this project after agreement execution, as applicable.

1. Preliminary engineering.
2. Right of way acquisition.
3. Final Design.
4. Construction.

E. If the project was initiated prior to agreement execution and the GRANTEE is seeking reimbursement for all or some of those activities up to pre-award authorization date, the GRANTEE shall submit requested documents to WSDOT to confirm federal aid requirements.

Section 19

No Obligations by the State Government

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, regardless of WSDOT's concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The GRANTEE hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

Section 20

Ethics

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

B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not employ on a full, part-time, or another 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 the written consent of WSDOT.

Section 21
Compliance with Laws and Regulations

- A. The GRANTEE 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 GRANTEE will adhere to all applicable labor provisions in Title 49 RCW including the nondiscrimination provisions in Chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT
 - 3. RCW 70A. 65.260 Climate Commitment ACT
- C. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, the GRANTEE agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 USC 4601 et seq.).
- D. The GRANTEE agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA) and for federally funded projects, with the "National Environmental Policy Act" (NEPA) 42 U.S.C. § 4321 et seq. The GRANTEE agrees to comply with Washington State Executive Order 21-02, Archaeological and Cultural Resources, and for federally funded projects, with Section 106 of the National Historic Preservation Act of 1966.
- E. **Permitting.** The GRANTEE agrees to be solely responsible for securing all required Federal, State and/or local permits as needed to complete the Project.
- F. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 22
Civil Rights

- A. The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.
- B. If the GRANTEE receives federal funds through WSDOT Public Transportation Division for this project, when advertising the GRANTEE must notify all bidders that it will affirmatively ensure that disadvantaged business enterprises will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Section 23
Accounting Records

- A. **Project Accounts.** The GRANTEE 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. The GRANTEE 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 upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

- B. **Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 24
Audits, Inspection and Retention of Records

- A. This provision shall survive termination of this AGREEMENT.

- B. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the Term of the Agreement as discussed in **Section 5** and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. 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 (6) year period the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- C. **General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at the GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.

- D. **Inspection.** The GRANTEE agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third-party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, 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.

Section 25
Loss or Damage to the Project

- A. This provision shall survive termination of this AGREEMENT.

- B. The GRANTEE, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's rolling stock, equipment, facilities, and/or infrastructure for the duration of the Project's useful life using either of the following methods:

1. The GRANTEE shall maintain property insurance for rolling stock, equipment, facilities, and/or infrastructure adequate to cover the value of the Project; the GRANTEE shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or
 2. The GRANTEE shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for claim reimbursement, and annually thereafter. The GRANTEE will cover from its own resources the costs of repairing or replacing any Project facilities, associated equipment, and/or infrastructure if it is stolen, damaged, or destroyed in any manner.
- C. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the GRANTEE. The GRANTEE shall, within thirty (30) days, either:
1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the GRANTEE shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
 2. In the event the GRANTEE is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.
- D. If the Project is a total loss the insurance proceeds or equivalent shall be paid directly to the GRANTEE, and within fifteen (15) days the GRANTEE shall pay WSDOT its proportionate funded share of such proceeds received. The GRANTEE shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:
1. Intends to replace the lost rolling stock, equipment, facilities, and/or infrastructure; or
 2. Does not intend to replace the lost rolling stock, equipment, facilities, and/or infrastructure. In this case, WSDOT will require the GRANTEE to reimburse WSDOT for the proportional Federal and/or State funded share of the insurance proceeds.
- E. Coverage, if obtained or provided by the GRANTEE in compliance with this section, shall not be deemed as having relieved the GRANTEE of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 26 Liens on the Project

- A. This provision shall survive termination of this AGREEMENT.
- B. WSDOT will maintain a copy of vehicle registrations and titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. The GRANTEE agrees that it shall not use Project Assets or any portion thereof as collateral, nor shall the GRANTEE encumber the Project in any way without the consent of WSDOT. If the GRANTEE determines to discontinue the use of any Project Asset before the end of its minimum useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project Asset to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional grant funded share of the disposal price. The GRANTEE shall follow the terms stated in **Sections 15 and 16** regarding the use and disposal of the Project and/or any portion thereof.

Section 27
Limitation of Liability

- A. This provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall indemnify, defend, and hold WSDOT, its agents, employees, and officers harmless from 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 this AGREEMENT and/or the GRANTEE’s performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and contractors and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or contractors.
- C. The GRANTEE shall be deemed an independent contractor for all purposes, and the employees of the GRANTEE or its contractors and subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.
- D. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- E. In the event either the GRANTEE or WSDOT incurs attorney’s fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 28
Personal Liability & WSDOT Advice

- A. 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 he or she is acting solely as an agent of WSDOT.
- B. WSDOT Advice**, the GRANTEE bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

Section 29
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 30
Lack of Waiver

In no event shall any WSDOT payment of funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE 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 31
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 written amendment to this AGREEMENT shall not be binding or valid unless signed by persons authorized to bind each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

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 Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of GRANTEE'S receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the WSDOT Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the WSDOT Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the WSDOT Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE, and the GRANTEE shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, GRANTEE 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 WSDOT or GRANTEE 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 Termination

A. **Termination for Convenience.** WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and 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. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, any of the following:

1. The requisite funding becomes unavailable through the 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 funds.
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a 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 GRANTEE is prevented from proceeding with the Project because 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 GRANTEE.
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same and dispose of it in the manner WSDOT directs.

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

7. Take 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.
 8. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates.
 9. Failure to perform the Project or any part thereof including, but not limited to:
 - a) Failure to build the Project according to the design specifications and all applicable building code required standards.
 - b) Failure to remedy all material defects in the performance of the Project and correct all faulty workmanship by the GRANTEE or its contractors and subcontractors in a timely manner.
 - c) Failure to take any necessary and reasonable action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise.
 - d) Failure to make reasonable and appropriate use of the Project's real property, facilities, equipment, and/or infrastructure.
 10. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project.
 11. Fails to perform in the manner called for in this AGREEMENT, or fails to comply with or, is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.
- B. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE 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 GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against GRANTEE and its sureties for said breach or default.
- C. In the event that WSDOT elects to waive its remedies for any breach by GRANTEE 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 34
Venue and Process**

In the event either PARTY deems it necessary to institute legal action or proceeding 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 35
Changed Conditions Affecting Performance**

The GRANTEE 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 the GRANTEE's ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 36
Subrogation**

- A. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else is reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

- B. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE 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 due to damage of Project Equipment. The GRANTEE 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 37
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 38
Counterparts**

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

**Section 39
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 40
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit I, Summary of Federal Requirements, if applicable
3. State Law
4. This AGREEMENT
5. The GUIDEBOOK

Section 41
Agreement Close Out

The GRANTEE shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption space header titled "Term of Agreement" by written notification and in its capital Quarterly Status Report, as referenced in the GUIDEBOOK, and any amendments thereto, for the quarter in which the project is completed. WSDOT will send a closeout letter to the GRANTEE.

Section 42
Execution

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

**Section 43
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date

RESOLUTION NO. 2026-08

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE CONSOLIDATED GRANT PROGRAM AGREEMENT
PTD1315 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THAT
AGREEMENT.**

WHEREAS, Mason Transit Authority (“MTA”) Board (the “Board”) has received notification of the award of the Formula Vehicles & Equipment Grant Agreement PTD1315 (the “Agreement”) in the amount of \$770,708 through the Washington State Department of Transportation (“WSDOT”); and

WHEREAS, MTA was awarded those funds to provide funding for MTA’s technology updates;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Formula Vehicles & Equipment Grant Agreement PTD1315 between WSDOT and MTA (“Agreement”) in the amount of \$770,708; and

BE IT FURTHER RESOLVED that the General Manager is authorized to sign the Agreement.

Adopted this 17th day of February, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business Item 8I (*Actionable*)
Subject: POL-402 Travel and Travel Reimbursement Policy
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

It has been five years since this policy was previously updated. The proposed changes to MTA's Travel and Travel Reimbursement Policy relate to updates to accomplish the following:

- Clarifying reimbursement for certain travel expenditures, such as baggage fees, rideshare expenses and complementary per diem items.
- Clarifying non-reimbursable expense items.
- Establishing use of personal vehicles and reimbursement rates.
- Accommodations.

MTA's current policy does not allow for reimbursement of the use of a personal vehicle if an agency vehicle is available. This policy update allows for a reduced reimbursement following GSA rates, if an agency vehicle is available and considers balancing the use of an MTA vehicle with employee's personal responsibilities, distance from MTA and time with regard to driving to a work-related assignments. Current GSA reimbursable rate if an agency vehicle is available is 20.5 cents per mile compared to 72.5 cents per mile if no agency vehicle is available.

With regard to accommodations (Section 7.0), we have noticed hotel blocks selling out quickly and GSA rates are not always available. Additionally, updates address overnight travel and extenuating circumstances in which the payment of lodging will best protect the health and safety of the traveler and/or is more economical for MTA.

This policy has been reviewed and approved by Legal Counsel. The policy has also been reviewed by the Policy Committee at their February 4, 2026 meeting and they recommend approval.

Summary: Update the Travel and Travel Reimbursement Policy (POL-402).

Fiscal Impact:

TBD

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-09 rescinding Resolution No. 2021-37 and approve the attached POL-402 Travel Policy.

	<p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 21, 2021 <u>February 17, 2026</u></p> <p>Cancel: Resolution No. 2021-370-46</p> <p>Prepared by: LeeAnn McNulty <u>Amy Asher</u> Administrative Services <u>General</u> Manager</p> <p>Approved by: Authority Board Resolution No. 2026-<u>0921-37</u></p>
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POL-402 TRAVEL AND TRAVEL REIMBURSEMENT POLICY

The purpose of this policy is to establish guidelines to authorize travel on behalf of Mason Transit Authority (MTA) and to reimburse employees for travel and business expenses that are compliant with state and federal laws ensuring the responsible use of taxpayer dollars. This policy applies to all MTA employees, officially recognized volunteers of MTA and members of the Board (herein after “employee” refers also to officially recognized volunteers and members of the Board.)

1.0 Travel Authorization and Approval

An employee is considered to be in a travel status when more than 50 miles from the agency and the employees’ residence, using the most direct route.

The employee’s manager must authorize all travel, related expenses and alternative travel requests in advance. The General Manager must also authorize all out-of-state travel requests. This authorization is obtained by completing a Travel Form prior to making any reservations.

Prudent judgment is expected when incurring travel expenses while conducting official MTA business. Employees should consider methods of travel, total costs of travel modes taken, and times of travel which minimize costs to MTA. Employees who, for personal reasons, extend travel or travel to alternate destinations cannot incur additional expenses for the agency.

MTA intends to reimburse using standard practices such as those set by the Washington State Office of Financial Management (OFM) and the Federal General Services Administrations (GSA). MTA adheres to IRS Code Section 463, under “An Accountable Plan.”

The team manager and/or general manager is authorized to administer the procedures for reimbursement of travel expenses to allow for full flexibility when necessary, provided that reasons for deviations from the policy are fully documented.

2.0 Travel Expenses and Allowances

MTA reimburses employees for allowable expenses incurred while traveling on MTA business. Once approved, travel arrangements may be charged to a MTA credit card or

	<p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 21, 2021 <u>February 17, 2026</u></p> <p>Cancel: Resolution No. 2021-370-46</p> <p>Prepared by: LeeAnn McNulty <u>Amy Asher</u> Administrative Services <u>General</u> Manager</p> <p>Approved by: Authority Board Resolution No. 2026-0921-37</p>
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personal credit card to be reimbursed to the employee. Non-reimbursable items listed in section 11.0 may not be charged to an MTA credit card.

3.0 Airfare

MTA will cover employee cost for actual coach airfare for the approved travel. Reservations should be made as far in advance as possible to take advantage of the most economical rate. The employee must pay additional charges for personal detours, flight upgrades, reservation changes (unless beyond control of the employee), etc. Baggage fee for one checked bag will be reimbursed.

4.0 Agency and Personal Vehicles

Agency vehicles are available for business use. If an agency vehicle is unavailable, employees may use personal vehicles and be reimbursed for mileage at the IRS business rate. -If an agency vehicle is authorized and available, but the employee chooses to use a personal vehicle, reimbursement will be limited to the GSA rate applicable when a government furnished automobile is authorized and available. **WSTIP provides Auto-Physical Damage and Liability coverage for rental cars acquired and driven for Member approved official business. However, with regard to Liability coverage with an employee’s own personal vehicle, WSTIP is secondary (to the employee’s own insurance coverage) for Member approved official business, and WSTIP does not cover property damage (auto-physical) for personal vehicle use.**

MTA Board Members are reimbursed for use of their personal vehicles at the privately owned vehicle rate and per the MTA bylaws.

Employees should carpool to the extent practicable when two or more employees are traveling to the same destination for the same period of time. A vehicle may be taken home for travel the following day.

Please note that family members may not travel in agency vehicles, due to insurance liability issues.

Employees should use airport shuttles, taxis, rideshare services or public transportation onto their destination whenever possible. If a rental car is necessary, reimbursement is limited to the cost of a compact car, unless three or more employees are traveling



Title:	Travel and Travel Reimbursement Policy
Number:	402
Effective:	December 21, 2021 <u>February 17, 2026</u>
Cancel:	Resolution No. 2021-370-46
Prepared by:	LeeAnn McNulty <u>Amy Asher</u> Administrative Services <u>General</u> Manager
Approved by:	Authority Board Resolution No. 2026-0921-37

together. ~~Employees should purchase only auto physical damage insurance, since Washington State Transit Insurance Pool (WSTIP) covers liability insurance for rental cars.~~

5.0 Parking, Taxi, Rideshare, and Tolls

MTA will reimburse employees for business-related parking fees. Airport parking costs will be reimbursed for more than one day only in off-premise parking lots (park and shuttle). The airport parking garage should only be used to park for one day or less.

Bridge and road tolls, shuttle, rideshare and taxi expenses are reimbursable.

6.0 Per Diem

Per diem is available for meals and will be reimbursed using federal per diem rate published by the Department of General Service Administration (GSA).

www.gsa.gov/perdiem

When a meal is provided by an organization or included in a registration fee, the per diem rate will be reduced for each meal provided. Complimentary meals such as continental breakfasts, hotel socials, or airline snacks do not affect per diem allowance.

Excess travel advances, if requested and received, must be reimbursed to MTA upon return.

7.0 Accommodations

Accommodation expenses will be reimbursed at the designated rate published by GSA. Ask for the government rate or discount when making reservations.

When lodging is part of the official business package (meetings held in a hotel or if arrangements have been made to reserve a block of rooms for participants) an employee may use accommodations provided regardless of GSA rates. Any other deviation from the designated rates must be pre-approved by the employee's team manager and documented with an explanation.

Employees may stay over the night before if the conference starts before 9:00 AM the following day. Documented extenuating circumstances may also qualify for payment of lodging in instances when an overnight stay may preclude the traveler making trips for back-to-back, late night/early morning meetings or conference sessions will best protect the health and safety of the traveler, and/or is more economical for the Agency.

When lodging expense is increased because it includes family members traveling with the employee, the employee shall pay the difference in cost directly to the lodging facility.

See Also: POL-206; POL-401; PRO-401; PRO-402; FRM-402A; FRM-402B

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	<p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 21, 2021 <u>February 17, 2026</u></p> <p>Cancel: Resolution No. 2021-370-46</p> <p>Prepared by: LeeAnn McNulty <u>Amy Asher</u> Administrative Services <u>General</u> Manager</p> <p>Approved by: Authority Board Resolution No. 2026-0921-37</p>
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Itemized receipts for hotel accommodations are required to be submitted upon return.

8.0 Travel and Work Time

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly worktime when it cuts across the employee’s workday. The employee is simply substituting travel for other duties. Time spent traveling away from home includes travel time to and from the mode of transportation location, time spent waiting for and in traveling, travel to and from lodging to business locations, and business-related duties. Regular meal period time is not counted. Non-exempt employees whose time while traveling away from home will result in overtime in a pay period may be required to flex (reduce) their working time in the pay-period to avoid additional costs.

9.0 Incidental Expenses

Incidental expenses for fees and tips given to porters, baggage carriers, hotel and restaurant staff, flight attendants and others for personal services performed are expenses and will be reimbursed according to GSA guidelines.

10.0 Miscellaneous

Other business-related expenses may be reimbursed with the approval of the employee’s manager. Receipts must be submitted for reimbursable costs incurred during travel. Examples of business-related expenses include, but not limited to, business phone calls, fax machine charges, computer or business center charges and business meals.

11.0 Non-Reimbursable Expenses

Employees will not be reimbursed for the cost of:

- Movies, video rentals, and/or airplane earphones;
- Alcoholic Beverages;
- Childcare;

	<p>Title: Travel and Travel Reimbursement Policy</p> <p>Number: 402</p> <p>Effective: December 21, 2021 <u>February 17, 2026</u></p> <p>Cancel: Resolution No. 2021-370-46</p> <p>Prepared by: LeeAnn McNulty <u>Amy Asher</u> Administrative Services <u>General</u> Manager</p> <p>Approved by: Authority Board Resolution No. <u>2026-0921-37</u></p>
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- Upgrades (flight upgrades, upgraded car rentals, larger hotel rooms, etc.);
- Laundry services (Unless incurring a minimum of four (4) consecutive nights lodging on official travel. Receipts required.)
- Travel insurance
- Repair or replacement of personal items
- Repairs, towing, or service of a personal automobile.

12.0 Travel Advance

A travel advance may be requested when completing the Travel Form. Any travel advance is only an estimate of expenses and is for meal per diem only. The cost of airline tickets, rental cars and hotel accommodations are paid by company credit card or personal credit card, rather than a cash advance.

13.0 Responsibility and Accountability

It is the employee’s responsibility to submit receipts for expenses not included within the per diem and to account for advances made within a reasonable time. Excess travel advances not returned will be treated as W-2 wages per IRS Code Section 463, under “An Accountable Plan.”

If applicable receipts are not submitted, the employee’s travel reimbursement will not be processed. A detailed receipt must be submitted when a receipt is required for reimbursement. An affidavit will be required for a missing receipt.

All guidelines for using a MTA credit card must be adhered to when travel expenses are paid with such card. (See Credit Card Usage Policy #POL 401)

RESOLUTION NO. 2026-09

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE TRAVEL AND TRAVEL REIMBURSEMENT POLICY (POL-402) AND SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY
ADOPTED OR APPROVED MASON TRANSIT AUTHORITY TRAVEL AND
TRAVEL REIMBURSEMENT POLICY (POL-402), INCLUDING
RESCINDING RESOLUTION NO. 2021-37.**

WHEREAS, the Mason Transit Authority (“MTA”) Travel and Travel Reimbursement Policy (POL-402) was previously approved by the Mason Transit Authority Board on December 21, 2021; and

WHEREAS, the policy is now being updated to (a) clarify ambiguous sections relating to reimbursements, (b) clarify non-reimbursable expenses, (c) Use of personal vehicles and resulting reimbursement rate; and (d) accommodations; and

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the attached revised MTA Travel and Travel Reimbursement Policy (POL-402) is approved and shall supersede and replace in full any previously adopted or approved MTA Travel and Travel Reimbursement Policy (POL-402), including rescinding Resolution No. 2021-37; and

Adopted this 17th day of February, 2026.

Randy Neatherlin, Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

[Vacant], Authority Member

[Vacant], Authority Member

Pat Tarzwell, Authority Member

Sharon Trask, Authority Member

APPROVED AS TO CONTENT: _____
Amy Asher, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: Item 9A – *Discussion*
Subject: April Board Meeting at Hoodsport Library
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Background:

While preparations were being made in anticipation of reserving the conference room at the Hoodsport Library for MTA’s April 21 Board meeting, staff became alerted that the library had reserved a library meeting in that conference room from 2pm to 3pm. Staff researched the trend of April meetings going back five years and have found that generally they run 40 – 45 minutes. One meeting had gone longer, but it was due to a guest presenter and an executive session.

Given that past trend, we believe that the meeting can be accomplished within the hour and that we should move ahead as planned. We wanted to communicate this information to the Board so that we are all aware of the time constraint.

Summary: The Hoodsport Library has a library-related meeting scheduled on April 21 beginning at 2pm.

Fiscal Impact:

None

Staff Recommendation:

Move ahead with the meeting as planned.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 10A *Informational*
Subject: Financial Reports – January 2026
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: February 17, 2026

Summary for Informational Purposes:

Included are the updated January 2026 Financial Reports.

Highlights:

- January Fuel Prices: Diesel \$3.11, Unleaded \$3.13, Propane \$2.05

Sales Tax Revenue

Sales tax revenue for November 2025 (received January 2026) was \$622,742, 5% *under* the 2025 budgeted amount, and a 1% *decrease* from November 2024.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses will be 8% (1/12) of the budget at the end of the month. The total YTD Revenue is *under* budget at 5.5%, due to operating grants. The total YTD Operating Expenses are *over* budget at 9%.

- Wages and Benefits are *over* budget at 9.2% as the year-end entries have not been completed.
- Insurance is *over* budget as our 2024 assessment was adjusted to reflect more miles driven than originally estimated.
- Other Operating Expenses are *over* budget at 17.8% due to yearly memberships at beginning of year.

Fiscal Impact:

January fiscal impact reflects total revenues of \$713,486, and operating expenses of \$1,057,133; for a net *loss* of \$343,647.

Mason Transit Authority Statement of Financial Activities

% through the year: 8.0%

February 2026 Board Report

Statement of Financial Activities	January	2026 YTD Actual	2026 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares- Community Van PSNS WorkerDriver	\$ -	\$ -	\$ -		#DIV/0!
Total Operating Revenue (Fares)	7,920	7,920	87,000		9.1%
Sales Tax	556,406	556,406	8,032,489	1	6.9%
Operating Grants	-	-	3,991,983		0.0%
Rental Income	18,105	18,105	131,410		13.8%
Investment Income	111,166	111,166	600,000		18.5%
Other Non-operating Revenue	19,889	19,889	25,000	2	79.6%
Total Revenue	713,486	713,486	12,867,882		5.5%
Expenses					
Wages and Benefits	826,632	826,632	8,955,758		9.2%
Contracted Services	11,568	11,568	316,370		3.7%
Fuel	38,298	38,298	650,500		5.9%
Vehicle/Facility Repair & Maintenance	23,509	23,509	326,325		7.2%
Insurance	82,221	82,221	437,049		18.8%
Intergovernmental - Audit Fees	139	139	57,000		0.2%
Facility Rent and Park & Ride	-	-	1,500		0.0%
Utilities	14,837	14,837	203,800		7.3%
Supplies & Small Equipment	25,957	25,957	378,300	3	6.9%
Training & Meetings	758	758	72,266		1.0%
Other Operating Expenses	33,212	33,212	186,547	4	17.8%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	1,057,133	1,057,130	11,705,415		9.0%
Net Income (Deficit) from Operations	\$ (343,647)	\$ (343,644)	\$ 1,162,467		

NOTES

Monthly sales tax amounts are based upon budgeted amounts and not actuals received.

Includes: Sale of Maintenance Services; Gain/Loss on Disp. of Asset; Sales Tax Interest Income; Insurance Recoveries; WSTIP Network Safety Grant; WSTIP Risk Management Grant; Other Non Transportation Revenue - ; plus other misc. non-operating revenue.

Printing; Cleaning/Sanitation/Safety supplies; Office Supplies; Shop Supplies; Small Tools & Equipment; IT Equipment; Communications Equipment; Operating Supplies; Small Equipment & Furniture; Software; Postage - ; plus other misc supplies and small equipment.

Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions; CDL Medical Exams; Rent-CDL Training; Vehicle Registration fees; Office Equip Lease; Small tools repair; plus Other misc. operating expenses.

Mason Transit Authority Cash and Investments

February 2026 Board Report

Cash Balances

	12/31/2025	1/31/2026	Change
Cash - MC Treasurer	\$ 6,507,125.16	\$ 6,991,902.26	\$ 484,777.10
Investments - MC Treasurer	33,750,000.00	33,750,000.00	-
Payroll - ACH Columbia Bank	\$ 215,025.47	\$ 212,885.10	(2,140.37)
Petty Cash/Cash Drawers	-	-	-
TOTAL	\$ 40,472,150.63	\$ 40,954,787.36	\$ 482,636.73

Cash Encumbrances

2026 MTA Capital Budget Items Remaining* \$ 5,082,910.12

*(Includes MTA funded items and Grant Funded items that will be reimbursed)

Reserves:

General Leave Liability (Vacation/Sick)	440,091.52
Emergency Operating Reserves	3,883,316.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves ¹	22,000,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
Total Encumbered	\$ 35,956,317.64

Total of Cash	\$ 40,954,787.36
Less Encumbrances	35,956,317.64
Undesignated Cash Balance Total (Including Reserves)	4,998,469.72

Investments - MC Treasurer (Reserves)	33,750,000.00
Less Encumbrances	35,956,317.64
Undesignated Cash Reserves	\$ (2,206,317.64)

Sales Tax Revenue received in excess of the budgeted amount placed in Capital Project Reserves.

Mason Transit Authority 2025 Capital Budget

Adopted December 17, 2024

Capital Projects	Budget	Grants	MTA Funding	YTD	Purpose
TCC customer service office remodel	100,000		100,000	6,209	Carry forward from 2024. Remove ADA ramp from middle of office and re-design space.
JP Badge Access Door Locks	5,000		5,000	5,044	Downstairs admin office space doors.
Bus stop improvements	150,000	150,000		27,264	Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Capital Facilities Improvements	50,000		50,000		Carry Forward. Improve Capital Facilities
Park and Ride Parking lot seal & Repair	165,000		165,000	33,397	Park and Ride Resurfacing. Pear orchard, matlock, belfair
Propane Conversion Kits	35,000		35,000	39,600	Paul to do calcs on existing fleet \$7,000 ea.
Fire Proof file cabinets for Grants and HR Files	15,000		15,000	16,386	Existing cabinets are past useful life and not locking. Tracy getting estimates.
Printer	10,000		10,000	8,718	Printer in Admin. Includes shipping and moving old printer from upstairs.
Maintenance Laptops	7,000	7,000		6,034	Replacement laptops for maintenance department.
Operations Tablets with mounts	30,000	30,000		21,146	Replacement of laptops for buses past useful life
IT Remote Access	5,500	5,500			Cloud solution that will allow IT staff to remote access desktops and laptops and perform required updates. Will no longer need to go to each individual computer to access.
Automated Voice Announcements	150,000	150,000			Need sign replacement in 5 buses and a new voice announcement system that ties into our GPS system. ADA requirement.
Next Bus Signage at TCC	50,000	50,000			Sign at TCC that will tell riders when the next bus will arrive. Ties into our GPS units on the bus.
Camera on JP Fleet and Wifi Access	17,000	17,000		2,988	Outdoor wifi and additional camera on JP fleet
IT Penetration Test	50,000	50,000		22,500	Recommendation from IT company that did an assessment on MTA's current vulnerabilities. WSTIP Grant will cover 10-15K
Repair/replace TCC Gym floor	130,000		130,000		Carry forward from 2024. Parts of the floor are protruding. Many blocks of wood were replaced when TCC re-modeled, but we need either a replacement at \$130,000 and 35 year warranty, or a repair at \$60,000. Still waiting on further options from original installer.
MTA Johns Prarie Base Facility Updates	800,000		800,000		Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
Total Misc Capital Projects	1,769,500	459,500	1,310,000	189,288	
Replace 6 cutaway buses	1,023,000	1,023,000			Order replacement vehicles in mid 2025 that may be here by the end of the year or in early 2026.
Total Vehicle Replacements	\$ 1,023,000	\$ 1,023,000	\$ -	\$ -	
Proposed 2025 Capital Projects	\$ 2,792,500	\$ 1,482,500	\$ 1,310,000	\$ 189,288	

ADOPTED Mason Transit Authority 2026 Capital Budget

Capital Projects	Budget	Grants	MTA Funding	YTD	Purpose
Replacement Lockers for Drivers at JP	7,000		7,000		Replace aging lockers for staff at JP facility.
Badge Access Door Locks	5,000		5,000	4,618	Door locks for Belfair building
Bus stop improvements	200,000	200,000			Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project. Rolling over \$106,000 from 2025 for shelter delivery delay. Grant funded with PTSN.
Capital Facilities Improvements	50,000		50,000		Carry Forward. Improve Capital Facilities
Parking lot seal & Repair	100,000		100,000		Park and Ride maintenance to include paving, sealing, re-striping. JP reseal cracks and repair.
Propane Conversion Kits	67,000		67,000		Ten conversion kits for new propane vehicles. MTA staff to install.
Propane fueling station Belfair	25,000		25,000		\$15,000 for prep and 10k for pedestals
HVAC Replacement at JP Maintenance			45,000		Replacement of two units past useful life at JP facility. Moving from gas to electric.
Bus Wheel Washer			10,000		Wheel washer for large coaches.
Operations and Admin Laptops	34,000		34,000		Replacement laptops for Administrative and Operations department.
Automated Voice Announcements	150,000	150,000			Roll over from 2025. Need sign replacement in 5 buses and a new voice announcement system that ties into our GPS system. ADA requirement. Grant funded with Sales Tax Equalization funds.
Next Bus Signage at TCC	50,000	50,000			Rollover from 2025. To be done in late December. Sign at TCC that will tell riders when the next bus will arrive. Ties into our GPS units on the bus. Grant funded with Sales Tax Equalization funds.
Heated Pressure Washer	6,000		6,000		Replacement pressure washer for facilities staff to maintain properties and shelters.
MTA Johns Prarie Base Facility Updates	800,000		800,000		Rollover from 2025. Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
Total Misc Capital Projects	1,494,000	400,000	1,149,000	4,618	
Replace 16 cutaway buses	2,883,210	2,883,210			Six buses are a roll over from 2025 because delivery won't occur until January. Ten buses to be ordered early 2026 and delivered 2026.
Replace 1 Transit Coach	770,708	770,708			Grant funded with Sales Tax Equalization funds. Order in 2026 for delivery in 2027. Will be paid in 2027.
Maintenance Bucket/Utility Truck			100,000	60,390	Bucket and utility truck for maintenance staff to access TCC atrium, lights and cameras at park and rides, taller lights and shelters at bus stops, gutters at facilities.
Total Vehicle Replacements	\$ 3,653,918	\$ 2,883,210	\$ 100,000	\$ 60,390	
Proposed 2026 Capital Projects	\$ 5,147,918	\$ 3,283,210	\$ 1,249,000	\$ 65,008	

Mason Transit Authority Sales Tax Receipts

February 2026 Board Report

Sales Tax Collected as of 01/31/2026 for 11/30/2025



	2022	2023	2024	2025 Budget	2025 Actual	2025 Budget Variance	% Change 2024 - 2025 Actual	Capital Reserves
January	492,351	528,201	545,346	511,762	571,369	12%	5%	59,607
February	513,550	539,128	559,272	533,760	559,874	5%	0%	26,114
March	646,582	616,540	640,405	671,807	657,816	-2%	3%	(13,991)
April	599,278	599,059	619,533	622,720	652,214	5%	5%	29,494
May	620,580	656,593	671,706	644,825	751,785	17%	12%	106,960
June	677,991	731,134	724,483	704,400	979,805	39%	35%	275,405
July	653,259	679,614	723,443	687,165	768,939	12%	6%	81,774
August	678,818	670,272	697,897	714,017	709,924	-1%	2%	(4,093)
September	733,099	702,464	701,098	771,045	744,108	-3%	6%	(26,937)
October	652,444	613,829	634,367	624,734	664,350	6%	5%	39,616
November	622,319	609,293	628,216	654,660	622,742	-5%	-1%	(31,918)
December	624,958	679,178	695,672	657,432	-			(657,432)
	<u>7,515,228</u>	<u>7,625,304</u>	<u>7,841,438</u>	<u>7,798,327</u>	<u>7,682,927</u>			
Budget Variance Average - YTD						8%		(115,400)
% Change 2024 vs 2025 Actual Average - YTD							7%	

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board February 17, 2026

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board February 17, 2026

GENERAL MANAGER'S REPORT

External Activities:

- Attended Washington State Transit Insurance Pool Board Executive Committee Retreat. Set work plan for 2026 and facilitated Board Development Committee.
- Attended Washington State Transit Association Board Meeting and Legislative Meetings. Invited to attend American Public Transportation Association Marketing, Communication and Customer Experience Workshop to receive 2026 AdWheel Award for Transit Is Why campaign.
- Attended Mason Economic Development Council Board Meetings.
- Attended Mason County Administrator Meetings.
- Attended Peninsula Regional Transportation Planning Committee Executive Committee Meeting. Edited/proofread meeting minutes.

Internal Activities:

- Continued work with State Auditor on 2023 Audit.
- Conducted WSDOT Drug and Alcohol Audit.
- Conducted WSDOT Financial Site Visit.
- Prepare for WSDOT Capital and Administrative site visits.
- Facilitate Belfair Library move to Belfair Park and Ride.
- Met with Shelton City Manager to discuss transit bus stop improvements.
- Reviewed asset data for WSDOT reports. Submitted 2025 end of year data to WSTIP for asset reporting and actual miles driven.
- Attended National Transit Institute Crisis Communications for Transit Managers training.

TEAM UPDATES (January & February)

MAINTENANCE/FACILITIES – Paul Bolte

- **Outreach and meetings:** Attended webinar on best practices on fleet in 2026.
- Working with Jason and City to finish up YMCA bus shelter project.
- Hosted Maintenance staff meeting.

Facilities and Fleet Projects/Purchases/Maintenance:

- Working on procurement of 10 new cutaways to be delivered this summer.
- Working on procurement of bucket truck for the Maintenance Dept.
- Working on estimate for HVAC replacement for building 4.
- Working on finishing up asset inventory reports for WSDOT.
- Working on Simme seat locations to install.
- Working with staff relating to 2026 projects.
- Finishing up YMCA pad for new stop
- Working on NTD data for reports due in March

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 279 participants this December
- **Kitchen:** The total number of kitchen users in December was 12 people.
- **Conference Room:** The regular MTA Board meeting welcomed 15 members this month.

HUMAN RESOURCES – Haley Dorian

- Staff leave management and bi-weekly payroll processing.
- Wellness Program Management: Wrapping up 2025 program evaluation and preparing 2026 events.
- Onboarded two (2) new Drivers, 1/21/26.
- Attending Mason County Chamber Gala, 1/16/2026.
- Drug and Alcohol program management and coordination for upcoming WA State Department of Transportation (WSDOT) audit.
- Working on training management: efficiently tracking, scheduling refresher for supervisory staff, and scheduling effective communication training(s).
- Scheduling and planning efforts for upcoming lunch with leadership as well as effective communication training(s).

OPERATIONS – Jason Rowe

- **Ridership:** We ended 2025 with a total of 601,870 passenger trips, surpassing last year's figure of 535,761.
- **New Drivers Class:** We have a class of 2 that started on January 21st. Welcome Al and Darren!
- **Community partnerships:** We continue to support the Shelon High School Internship program with transportation.

Outreach Activities:

Special Services

Mason County Transit supported several community events and group trips throughout December, providing transportation access for local organizations and residents.

- Kiwanis Tree Lighting (Belfair Choir): 23 riders
- Mason County Christian School to First Baptist Church (Dodgeball Event): 95 riders
- Mason County Conservation District to Hillburn Preserve (Nature Walk): 15–20 riders
- YMCA Community Hike to Bayshore: 15–20 riders

Networking & Partnerships

Staff continued to engage with regional and local partners to strengthen collaboration and awareness of transit services.

- CWCOC Stakeholders Meeting
- Communicator's Coffee Break
- YMCA Advisory Committee Meeting

Outreach Activities

Outreach efforts occurred throughout December with the distribution of brochures and informational materials at the following locations:

- Timberland Library
- Sound Learning
- The Youth Connection
- Senior Center
- Northwest Resources
- Mason General Hospital (Main Desk)
- Fred Meyer (Community Cork Board)
- Child Protective Services (CPS)
- Be A Better You Counseling

Rider Empowerment

Staff provided individualized assistance to help riders navigate the transit system and access services independently.

- Assisted a visually impaired rider in learning Routes 8 and 11

- Assisted a parent of an autistic young adult in planning independent bus travel to The Evergreen State College

Community Events

Mason County Transit participated in community events to promote visibility, education, and public engagement.

- Kiwanis Christmas Parade
- Bite of Reality Event for Juniors at Shelton High School

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 10C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: February 17, 2026

Background:

The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2022.

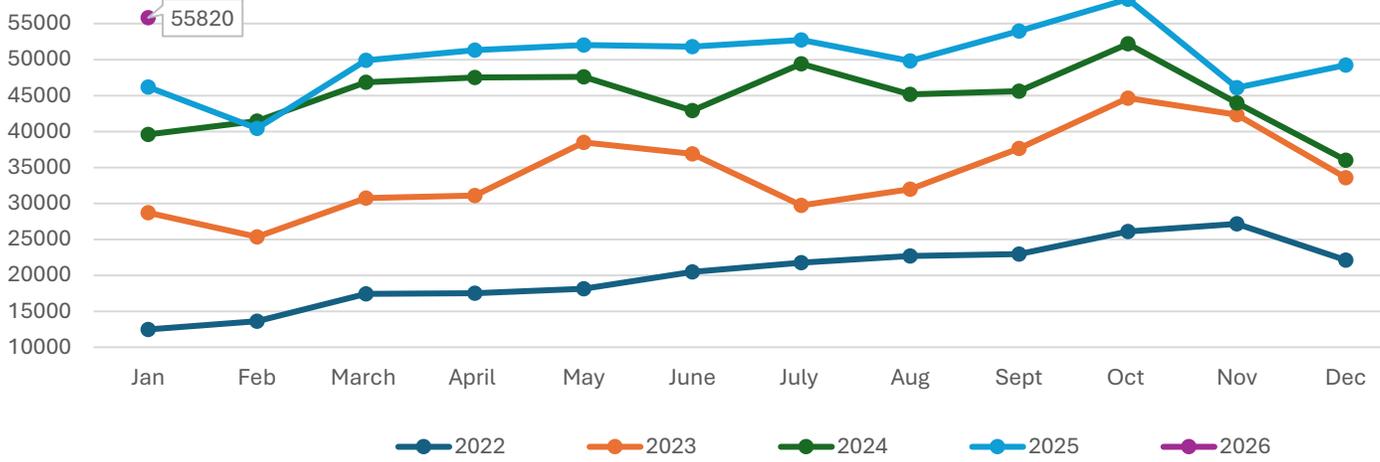
To be easily identifiable, 2026 passenger trips are labeled with the actual number.

December concluded the year on a positive note. As expected, ridership experienced a slight decline compared to other months due to holiday schedules and school breaks, a consistent seasonal trend. Despite this short-term dip, overall performance remained strong.

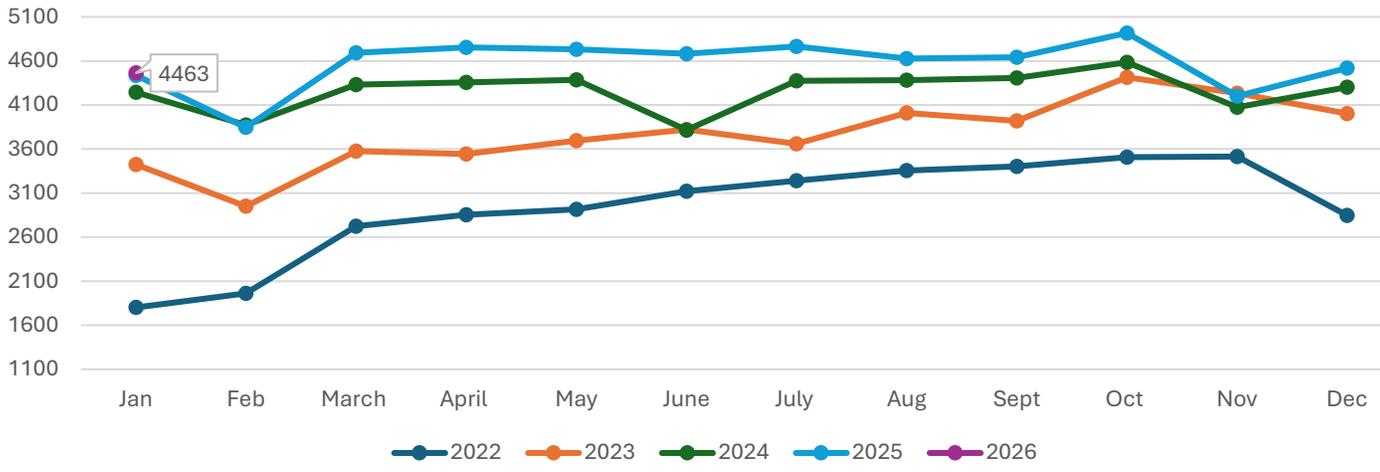
Looking at 2025 as a whole, ridership finished ahead of the prior year. The system provided a total of 601,870 passenger trips, surpassing last year’s annual ridership and reflecting continued demand for Mason County Transit services.

2026 started off strong as well, seeing an increase in fixed route ridership and a slight increase in demand response for the first month of the year.

Total Ridership



Demand Response - Dial-A-Ride



Fixed Route

