

AGENDA

Mason Transit Authority Board Regular Meeting March 17, 2020, 4:00 p.m. Mason Transit Authority to be held at the following location: Transit-Community Center 601 West Franklin Street Shelton

OPENING PROTOCOL

CALL TO ORDER
ROLL CALL AND DETERMINATION OF QUORUM
ACCEPTANCE OF AGENDA – ACTION

PUBLIC COMMENT

CONSENT AGENDA – ACTION

- 1. Pg. 003: Approval of Minutes: Approval of the minutes of the February 18, 2020 MTA regular Board meeting.
- 2. Pg. 006: Financial Reports: March, 2020
- 3. Pg. 015: Check Approval: February 13 March 11, 2020

REGULAR AGENDA

UNFINISHED BUSINESS: [None]

NEW BUSINESS:

- 1. Pg. 024: Mason Transit's Bus Cleaning Schedule in Response to COVID-19 DISCUSSION (Marshall)
- 2. Pg. 025: Change Orders #3,4 and 5 Roundabout Project INFORMATIONAL (Danette)
- 3. Pg. 035: Sustainability Examination and Options in Consideration of I-976 Budget Impacts DISCUSSION (LeeAnn)
- 4. Pg. 038: Surplus IT Equipment Resolution No. 2020-06 ACTIONABLE (Danette)
- 5. Pg. 045: Supplemental Leave Policy (POL-312) Resolution No. 2020-07 ACTIONABLE (Danette)
- 6. Pg. 051: Ecolane Software License and Services Agreement for Scheduling Software ACTIONABLE (Danette)

INFORMATIONAL

Reports

- 1. Pg. 067: Park and Ride Update
- 2. Pg. 068: Management Reports

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

PUBLIC COMMENT

ADJOURNMENT

UPCOMING MEETINGS:

Mason Transit Authority Regular Meeting

April 21, 2020 at 4:00 p.m.

Mason Fire Protection District 1

Fire Hall Conference Room

331 North Finch Creek Road

Hoodsport

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 Transit Authority
Minutes of the Regular Board Meeting
February 18, 2020
Transit-Community Center
601 West Franklin Street
Shelton



OPENING PROTOCOL

CALL TO ORDER: 4:00 p.m.

Authority Voting Board Members Present: Wes Martin, Chair; Sharon Trask, Vice Chair; John Campbell, Kevin Dorcy, Matt Jewett, Randy Neatherlin, Deb Petersen, Kevin Shutty and Sandy Tarzwell. **Quorum met.**

Authority Voting Board Members Not Present: [None]

Authority Non-voting Board Member Not Present: Greg Heidal, Business Representative, IAM and AW, District Lodge 160.

Citizen Advisor to the Board Present: John Piety

Others Present: Tracy Becht, Clerk of the Board; Robert Johnson, Legal Counsel; LeeAnn McNulty, Administrative Services Manager and Mike Ringgenberg, Operations Manager.

ACCEPTANCE OF AGENDA

Moved that the agenda for the February 18, 2020 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Dorcy. Motion carried**.

INTRODUCTION OF NEW BOARD MEMBER - MATT JEWETT

The Chair introduced MTA's new Board member, Matt Jewett from Southside School District. Board member Jewett shared a bit of his experiences and how he came to be a Southside School District Board member.

RECOGNITION

LeeAnn McNulty, Administrative Services Manager, briefly shared with the Board the recent All MTA meeting; 2019 overview, training; service and driver safety awards (more details under "Informational"). Additionally, she shared that Tracy Becht was nominated and chosen by the Employee Engagement Committee as Employee of the Year.

<u>CORRESPONDENCE</u> – The Clerk read aloud the correspondence received by the Community Lifeline Staff, Volunteers and Guests.

PUBLIC COMMENT – None.

CONSENT AGENDA

Moved to approve Consent Agenda items 1 – 4, as follows:

- 1. **Moved** to approve the draft minutes of the MTA Board regular meeting of January 21, 2020.
- 2. **Moved** that the Mason Transit Authority Board approve the financial reports for January 2020 as presented.
- 3. **Moved** that the Mason Transit Authority Board approve the payments of January 17, 2019 through February 12, 2020 financial obligations on checks #33702 through #33797, as presented for a total of \$720,527.50.
- 4. **Moved** that the Mason Transit Authority Board approve the Board members to serve on the Authority Board Committees as set forth in the agenda page.

Neatherlin/Campbell. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS

1. Appointment of Citizen Adviser to MTA Authority Board – Danette Brannin, General Manager, was out of town at a meeting, so the Clerk of the Board recapped the decision by the Board at its January meeting to table appointment of the Citizen Adviser to the Board. The Clerk also updated the Board that Mr. Farmer who had previously submitted his application, informed the Clerk that he was withdrawing his application as he felt the MTA Board already had a good and longstanding candidate for consideration. Moved that the Mason Transit Authority Board reappoint citizen John Piety to serve as the non-voting citizen adviser to the Board with the term being January-December, 2020. Neatherlin/Shutty. Motion carried.

NEW BUSINESS

- 1. MTA Sick Leave Policy (POL-310) LeeAnn McNulty, Administrative Services Manager, shared with the Board that the policy was updated to provide clarification to all employees so that they may understand the process and expectations as they are different from the WA Paid Sick Leave Policy. Moved that the MTA Board approve Resolution No. 2020-04 and the attached MTA Sick Leave Policy (POL-310). Shutty/Petersen. Motion carried.
- 2. Change Order #2 Roundabout Project The Clerk reviewed the purpose for the change order which were relating to time and materials to restore and repair the access road used while clearing and installing the relocated gate, as the access road belonged to the property owner and was not MTA property. The Board had additional questions relating to this work order as they believed that while developing the contract, access to the road would have been anticipated and included in the contract. The Board requested that Ms. Brannin provide the Board with additional information relating to Change Order #2.

- 3. Summer Youth Pass Interlocal Agreement 2020-2022 Mike Ringgenberg, Operations Manager, shared with the Board that this agreement is up for renewal and is between Grays Harbor Transit, Clallam Transit, Jefferson Transit, Pacific Transit and Mason Transit. Since Intercity is now fare free, they are no longer a participant in the program. Moved that the Mason Transit Authority Board approve Resolution No. 2020-05 authorizing the General Manager to sign the Summer Youth Pass Program Interlocal Agreement 2020-2022. Campbell/Trask. Motion carried.
- 4. **Bus and Bus Livability Grant Opportunity** Ms. McNulty informed the Board that there is a federal grant opportunity for buses, bus facilities and bus equipment and that staff would like to take the opportunity to file an application for three 35' coaches and six cutaways to replace vehicles that are beyond useful life. Ms. McNulty indicated that, despite anticipated budget impacts of I-976, this would be in the best interest of MTA as it would keep MTA's fleet closer to MTA's state of good repair goal and that encumbering \$555,000 for the match would not place MTA at risk of being able to fund other projects already committed. **Moved** that the Mason Transit Authority Board authorize the General Manager submit a grant application to WSDOT on behalf of MTA for three (3) 35' coaches and six (6) cutaways to the Bus and Bus Facilities Program. **Shutty/Neatherlin. Motion carried.**

INFORMATIONAL

Ms. McNulty shared information with the Board regarding the annual meeting that was held on February 9 and that 74 of 80 employees were in attendance. She also described the focus of the "why of what we do," as well as the group discussions of MTA's vision and mission; positive relationships and the service awards.

GENERAL MANAGER'S REPORT – [No additions.]

COMMENTS BY THE BOARD

Vice Chair Trask was in attendance at a planning meeting for emergency preparedness and was happy to see Mike Ringgenberg in attendance.

PUBLIC COMMENT - [None].

Moved that the meeting be adjourned.

ADJOURNED 4:43 p.m.

UPCOMING MEETINGS AND PUBLIC HEARINGS

Mason Transit Authority Board Regular Meeting March 17, 2020 at 4:00 p.m. Transit-Community Center 601 West Franklin Street Shelton **Mason Transit Authority Regular Board Meeting**

Agenda Item: Consent Agenda – Item 2 – *Actionable*

Subject: Financial Reports – February 2020

Prepared by: LeeAnn McNulty, Administrative Services Manager

Approved by: Danette Brannin, General Manager

Date: March 2017, 2020

Summary for Discussion Purposes:

Included are the updated December 2019 and February 2020 Financial Reports with a breakout of T-CC revenue and expenses that shows cost allocation between Transit and Community Center.

December's sales tax revenue was received; no further adjustments are expected to be made to the 2019 Financial Statements. The 2019 YTD totals should be considered in draft form until audited by the State Auditor's Office.

Highlights:

Sales Tax Revenue

Sales tax revenue for December 2019 (received February 29, 2020) was \$512,346, 9% higher than December 2018, sales tax revenue for 2019 was higher than 2018 by 14% at the end of the year.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 16.67% (2/12) of the budget through the end of the year. Total YTD Revenue is under budget at 12.49%. Total YTD Operating Expenses are under budget at 13.31%. Initially with the passage of I-976, we did not apply the match in our operating grant reimbursement requests. With some degree of assurance that funding for State grants dollars is stable through June 30, 2021, we are catching up the match in Q1 2020 so there is no disruption to cash flow at the end of the biennium.

Fiscal Impact:

February's fiscal impact reflects total revenues of \$579,177 and operating expenses of \$574,461 for a net income of \$4,716.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of February 2020, as presented.

Mason Transit Authority Statement of Financial Activities

March 2020 Board Report % through the year: 100.00%

December Statement of Financial Activities

comper statement of Financial Floridae		ecember Actual	2	2019 YTD Actual	20)19 Budget	Notes	Percentage of Budget Used
Revenue Passenger Fares PSNS Worker/Driver & Vanpool Fares	\$	7,715 21,942	\$	96,358 243,523	\$	103,500 265,000	•	93.10% 91.90%
Total Operating Revenue (Fares)		29,657		339,881		368,500		92.23%
Sales Tax		512,346		5,478,270		3,936,179		
Operating Grants		129,428		3,447,207		3,189,554	(2)	108.08%
Rental Income		14,248		175,574		143,227		122.58%
Investment Income		13,545		178,661		45,000		397.02%
Other Non-operating Revenue		3,813		240,783		199,233	(3)	120.85%
Total Revenue		703,037		9,860,376		7,881,693	•	125.10%
Expenses								
Wages and Benefits		221,320		5,168,296		5,919,743	(8)	87.31%
Contracted services		14,703		222,916		208,223		107.06%
Fuel		33,205		384,880		400,250	(4)	96.16%
Vehicle/Facility Repair & Maintenance		32,818		353,183		351,750	(5)	100.41%
Insurance		19,623		235,477		235,477		100.00%
Intergovernmental - Audit Fees		=		31,649		31,000		102.09%
Rent - Facilities and Park & Ride		2,440		29,280		32,000		91.50%
Utilities		11,394		127,036		139,781		90.88%
Supplies & Small Equipment		16,998		262,739		131,720	(5)	199.47%
Training & Meetings		774		37,271		74,705		49.89%
Other operating expenses		7,779		125,003		174,863	(6)	71.49%
(Less Operating Expenses Covered by				(146,071)			(5)	
Capital Grants)							2	
Total Operating Expenses		361,054		6,831,659		7,699,512	<u></u>	88.73%
Net Income (Deficit) from Operations	\$	341,983	\$	3,028,717	\$	182,181	(8)	
The Income (Bende) from Sperdaons	-				_		=	
Pooled Reserves		114,351		1,473,685		120,000	(7)	1228.07%

NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget Used.
- (2) Operating grant revenue equals 2019's actual reimbursement request for the year.
- (3) Includes Q1 and Q2 2019's RMG actuals \$113,000, LMTAAA Volunteer program revenue \$34,689, Volunteer Donations \$1,090, Sale of Maintenance Services \$4,639, Sale of Bus ads \$25,495, Community Van \$6,338.
- (4) Average diesel price per gallon year to date is \$2.38. Average gasoline price per gallon year to date is \$2.87.
- (5) \$146,071 of operating expenses will be recovered by capital revenue: \$74,159 relate to the JP Roof Replacement Grant for repairing the JP building roofs, purchasing cooling fans, solar lights for shelters, and repaving JP's bus park lot; \$1,301 relates to purchases for the TCC TAP Grant to setup cell phone chargers at the TCC; \$62,417 relates to tech purchases such as new desktops, software, monitors for all users; \$2,802 relates to record retention purchases funded by an OSOS Grant; \$5,392 relates to the purchase of a compressor and plow funded by the Vehicle Replacement Grant.
- (6) Includes budget line items from CDL Testing, Bank Charges, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement/Dues, Memberships, Subscriptions/Unemployment Insurance). Expenses through the year include: Unemployment Insurance \$9,092, Volunteer Driver Program reimbursements \$35,447, Advertising \$22,235, Merchant/credit card fees \$7,202, Office Equipment Lease \$4,758, Dues, Memberships, Subscriptions \$31,347, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2019 in excess of the 2019 budgeted amount. The 2019 YTD Actual amount is not an expenditure and represents the amount put to cash reserves.
- (8) Two adjustments were made since the previous published financial statements. One was the adjustment to December's actual sales tax received on 2/29/2020. The other adjustment was to pension expense for the year, which was a reduction in expense by nearly \$400k.

Mason Transit Authority Statement of Financial Activities - TCC March 2020 Board Report

December Statement of Financial Activities

% through the year: 100.00%

YTD - Transit Operations	,			109	876	3,417	•	13,250	600′9),	61			23,774	(73 774)	
YTD - Community Center	156,018 \$	156,197		135,082	4,792	12,558	15,673	32,510	8,977	0	1,141	(4,216)		206,517	(E0 320) ¢	(02C,0C)
% of YI Budget Used	124.19% \$	124.33%		102.12%	51.07%	110.17%	100.00%	94.60%	104.83%	0.00%	35.35%			95.85%	+	•
Notes						(1)			(5)			(5)				
2019 Budget	125,630	125,630		132,383	11,200	14,500	15,673	48,370	14,295	450	3,400			240,271	(114 641)	(114,041)
2019 YTD 201 Actual	156,018 \$	156,197		135,191	5,720	15,975	15,673	45,760	14,986	1	1,202	(4,216)		230,291	\$ (VOO VC)	(/4,034) \$
per	12,618 \$	12,618		14,636	384	1,541	1,306	4,498	1,861	.0	*	9		24,226	(11,500) #	(TT,0U0) \$
2019 Decem Actual	₩	3. 1													-	t SU
	Revenue T-CC Rental	otner kevenue Total Revenue	Expenses	Wages and Benefits	Contracted services	Repair & Maintenance	Insurance	Utilities	Supplies & Small Equipment	Training & Meetings	Other Operating Expenses	(Less Operating Expenses	Covered by Capital Grants)	Total Operating Expenses	Not Tacom (Poficit) from Orogania	Net Income (Deficit) from Operations

(1) The TCC was powerwashed in June - the expense relating to this was for \$3,966, which brings this line over-budget.
(2) \$4,216 of Supplies & Small Equipment relates to the purchase of a snow plow to clear the platform and bus lane at the TCC, it will be reimbursed through the consolidated operating grant.

Mason Transit Authority Statement of Financial Activities

March 2020 Board Report % through the year: 16.67%

February Statement of Financial Activities

ary statement of Financial Activities	ebruary Actual	2	2020 YTD Actual	20	20 Budget	Notes	Percentage of Budget Used
Revenue							
Passenger Fares	\$ 7,581	\$	15,885	\$	105,000		15.13%
PSNS Worker/Driver & Vanpool Fares	18,414		38,344		260,000		14.75%
Total Operating Revenue (Fares)	25,995		54,229		365,000		14.86%
Sales Tax	267,297		517,809		4,054,264	(1)	12.77%
Operating Grants	254,107		331,823		3,049,288	(2)	10.88%
Rental Income	14,122		28,388		179,520		15.81%
Investment Income	14,593		29,451		50,000		58.90%
Other Non-operating Revenue	3,063		7,130		61,510	(3)	11.59%
Total Revenue	579,177		968,830		7,759,582		12.49%
Expenses							
Wages and Benefits	457,595		788,966		6,223,621		12.68%
Contracted services	12,626		30,178		180,475		16.72%
Fuel	28,214		58,271		377,450	(4)	15.44%
Vehicle/Facility Repair & Maintenance	19,167		27,086		325,354		8.33%
Insurance	20,217		40,434		242,605		16.67%
Intergovernmental - Audit Fees			š		33,000		0.00%
Rent - Facilities and Park & Ride	2,440		4,880		32,500		15.02%
Utilities	10,843		22,341		137,508		16.25%
Supplies & Small Equipment	7,715		29,353		122,801	(5)	23.90%
Training & Meetings	2,026		4,732		47,035		10.06%
Other operating expenses	13,618		44,213		167,639	_ (6)	26.37%
Total Operating Expenses	574,461		1,050,454		7,889,988	= 0)	13.31%
Net Income (Deficit) from Operations	\$ 4,716	\$	(81,624)	\$	(130,406)	20	
Pooled Reserves	149,692		285,519		120,000	· (7)	237.93%
	•		-		-		

NOTES

- (1) Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget used.
- (2) Operating grant revenue equals January's actual reimbursement and February's accrual.
- (3) Includes LMTAAA Volunteer program revenue \$5,702, Volunteer Donations \$170, Sale of Maintenance Services \$595, Community Van \$553, and Insurance Recoveries \$77.
- (4) Average diesel price per gallon year to date is \$2.16. Average gasoline price per gallon year to date is \$2.41.
- (5) New year printing jobs have been processed accumulating a total cost of \$12,087. In addition to this, the TCC had cabinets, countertops, and lockers installed totaling \$5,541.
- (6) Includes budget line items from Vehicle Licensing, Copier lease, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements \$5,879, Advertising \$11,087, Merchant/credit card fees \$1,689 Office Equipment Lease \$913, Dues, Memberships, Subscriptions \$23,289, plus other misc. expenses.
- (7) Pooled Reserves is the amount of actual sales tax money received for 2020 in excess of the 2020 budgeted amount. The 2020 YTD Actual amount is not an expenditure and represents the amount put to cash reserves.

Mason Transit Authority Statement of Financial Activities - TCC March 2020 Board Report

February Statement of Financial Activities

16.67%

% through the year:

YTD - Transit Operations		i		ĵ#	241	2,984		2,513	899	r	6,406		\$ (6,406)
YTD - Community Center	\$ 24,866 3	24,899		18,816	3,822	1,670	2,694	6,222	584	298	34,406		\$ (9,507) \$
% of Budget Used	15.74%	15.76%		13.41%	19.51%	30.31%	16.67%	17.58%	15.63%	28.31%	16.16%	,	2
Notes						Ξ				(2)	,		
2020 Budget	158,020	158,020		140,365	20,823	15,354	16,161	49,684	8,011	2,112	252,510		(94,490)
202	₩												\$ (
2020 YTD Actual	24,866 \$	24,899		18,816	4,063	4,654	2,694	8,735	1,252	598	40,812		(15,913) \$
	₩				_				_		_		\$ (25)
2020 February Actual	12,678	12,686		10,948	8	2,952	1,347	4,301	1,100		20,738		(8,052
2020	₩.	,											\$ \$
	Revenue T-CC Rental Other Revenue	Total Revenue	Expenses	Wages and Benefits	Contracted services	Repair & Maintenance	Insurance	Utilities	Supplies & Small Equipment	Other Operating Expenses	Total Operating Expenses		Net Income (Deficit) from Operations

⁽¹⁾ The HVAC system received new filters and and cleaning totaling \$1,157 bringing this line slightly over budget YTD. (2) Annual dues and subscriptions were renewed in January, this line should start to come more in-line with the budget as the year progresses.

Mason Transit Authority Cash and Investments

March 2020 Board Report

Cash Balances

		1/31/2020		2/29/2020		Change
Cash - MC Treasurer	\$	506,629.01	\$	1,320,221.79	\$	813,592.78
Investments - MC Treasurer		10,000,000.00		10,000,000.00		(=)
Payroll - ACH Columbia Bank		197,340.39		197,340.39		(**)
Petty Cash/Cash Drawers		500.00		500.00		:*:
TOTAL	\$	10,704,469.40	\$	11,518,062.18	\$	813,592.78
•						
		Cash Encumbra	ance	S		
Grant Related:						==0 760
Three (3) 35' Coaches, Six (6) C					\$	558,769
		dependent on gran	t app	lication success.		201.015
Two (2) Diesel 40' Coaches 25%						301,015
Nine (9) Cutaway Replacement						244,401
Park & Ride Development Project	ct R	MG 2015-2019 M	atch			950,000
Parking Lot (DOE Grant)						102,500
Total Grant Match						2,156,685
Reserves:						2 150 005
Total Grant Match						2,156,685
General Leave Liability						170,568
Emergency Operating Reserves						2,000,000
Facility Repair Reserve						150,000
Emergency/Insurance Reserves						100,000
Operating Grant Match Reserve						247,090
Future Operating Reserves	_					2,418,186
Capital Project Reserves ¹ /Belfair	. Ko	undabout				1,406,728
Fuel Reserves						120,000
IT Investments					<u>+</u>	40,000
Total Encumbered					\$	8,809,257
ω.				Total of Cash	\$	11,518,062.18
			Le	ess Encumbrances		8,809,257.00
Undesignat	ed (Cash Balance Tota	al (In	cluding Reserves)		2,708,805.18
		Investments - Mo	C Tre	easurer (Reserves)		10,000,000.00
				ess Encumbrances		8,809,257.00
		Undes	ignal	ted Cash Reserves	\$	1,190,743.00
			-			

Sales Tax Revenue received in excess of the budgeted amount is reserved in Future Operating Reserves to provide break-even for 5-yr. sustainability projections, with additional amounts reserved for Capital Project Reserves¹.

Mason Transit Authority Capital Budget March 2020 Board Report As of February 29, 2020

Purpose	5,615 Parking lot behind TCC	2,737,352 Construct Belfair P&R upgrade other P&Rs	Purchase new copy machine rather than leasing over 5-year term.			Lift for atrium and gymnasium maintenance	Replace units in Buildings 1 and 2	Final Payment for incroporated bus technology.	Rebuild engines and transmissions in 3 coaches to extend life. Funded by Sales Tax Equalization.		Replace low SGR ranking coaches	Replace low SGR ranking coaches and Cutaways	Expansion vehicle; funded through Sales Tax Equalization	Need to replace a coach and will seek grant opportunity. Purchase will be contingent on successful arant application.	
Project Costs to Date	5,615	2,737,352	ir.	Ĭ.	٠	•	9		61,932	2,804,899	1,524,682	•	80,763	r	1,605,445
Œ,	ĭi.	100,229	•	6	*	(i)	90)	Ē	31,036	131,265	1,524,682	8000	80,763	ж	1,605,445
Contingent Projects	7.0	ae	•	85,000	35,000	15,000	20,000	₽/	à	185,000	â	(1))))	510,000	510,000
MTA Funding	102,500	950,000	2,000		91	àn	ē	30,915	ä	1,090,415	296,538	545,416	763	9	842,717
Grants	250,000	5,617,000	٠	*	3.4	33.432	Ē.	ř	116,500	5,983,500	1,482,690	1,427,052	80,000	9	2,989,742
Budget	302,500	6,371,134	2,000	85,000	35,000	15,000	20,000	30,915	116,500	7,013,049	1,779,228	1,972,468	80,000	510,000	4,341,696
Capital Projects	T-CC Parking Lot	Park & Ride Development -	JP Copy Machine	JP Exterior Paint	Radich building roof repair	Scissor Lift - TCC	HVAC Units	Bus Technology	Coach Repairs	Total Miscellaneous Capital Projects	2 Worker Driver Coaches	2 40' Coaches, 9 Cutaways	Mini Cutaway	1 Coach	Total Vehicle Replacements

Cash encumbered for Granted Related MTA Match Portion - \$1,894,454. Capital Project Reserves - \$1,406,728 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves - \$1,406,728 (Sales tax revenue above budgeted amount set aside in Capital Project Reserves

4,410,344

695,000 \$ 1,736,710 \$

1,933,132

8,973,242 \$

\$ 11,354,745

Total Capital Projects

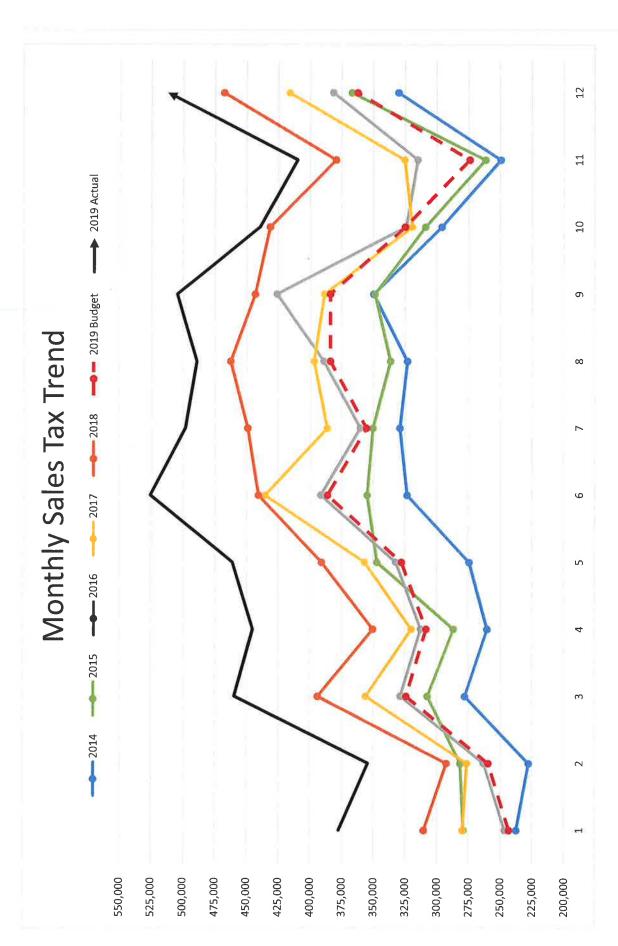
Mason Transit Authority Sales Tax Receipts

March 2020 Board Report Sales Tax Collected as of 2/29/2020 for 12/31/2019

	% Change 2018 - 2019 Actual	22%	21%	17%	27%	18%	19%	11%	%9	14%	2%	8%	%6	
	2019 Budget Variance	55%	37%	42%	44%	41%	36%	40%	27%	31%	35%	20%	41%	
}	2019 Actual	377,689	354,467	459,822	445,171	461,236	525,839	498,248	489,291	504,696	439,534	409,930	512,346	5,478,270
er)	2019 Budget	243,216	259,512	324,400	308,577	328,114	386,405	355,698	384,171	384,146	325,183	274,104	362,654	3,936,179
ary - Decemb	2018	310,547	292,604	394,293	350,586	391,052	440,606	449,080	462,622	443,327	431,530	379,605	467,960	4,813,813
Monthly Cash-Flow Trend (January - December)	2017	279,777	276,310	356,214	320,241	357,049	435,445	386,531	397,061	388,845	319,477	325,586	416,254	4,258,790
ithly Cash-Flov	2016	246,415	262,925	328,665	312,635	332,428	391,485	360,375	389,222	426,039	324,125	314,996	381,623	4,070,933
Mon	2015	279,122	281,559	307,482	286,903	347,236	354,920	350,290	336,522	348,805	309,042	261,713	367,053	3,830,645
>	2014	237,528	227,815	278,053	260,396	274,641	323,498	329,201	323,336	349,872	296,170	249,648	330,297	3,480,456
il x	ļ	January	February	March	April	May	June	July	August	September	October	November	December	

% Change 2018 vs 2019 Actual Average - YTD

Budget Variance Average - YTD



Mason Transit Authority Board Meeting

Agenda Item:

Consent Agenda – Item 3 – **ACTION**

Subject:

Check Approval

Prepared by:

Brian Phillips, Accounting Supervisor

Approved by:

LeeAnn McNulty, Administrative Services Manager

Date:

March 17, 2020

Summary for Discussion Purposes:

Disbursements:

- *Mason County Community Services
 - Check #33802 \$11,300 Park & Ride Project Building Permit
- *Cummins Northwest, LLC
 - o Check #33814 \$32,271.29 Engine Replacement
- *SCJ Alliance
 - o Check #33836 \$20,501.11 Park & Ride Project
- *Gillig, LLC
 - Check #33869 \$1,526,173.32 2 40' Hybrid Coaches

February Fuel Prices: Diesel \$2.16 Unleaded \$2.60

General Manager Travel Expenditures:

Transit Bus Summit

Check Disbursement Fiscal Impact:

\$2,155,836.50

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of February 13, 2020 through March 11, 2020 financial obligations on checks #33798 through #33903, as presented for a total of \$2,155,836.50.

^{*}Disbursements grant eligible.



Description

Mason Transit Authority March 17, 2020 Disbursement Approval

The following checks for the period of February 13, 2020 through March 11, 2020 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

Check Numbers

Description	Check Numbers	Total Amount
Accounts Payable Checks	33798 - 33903	\$2,155,836.50
Included within the checks were:		
	Check #	Amount
Payroll & DRS – 2/21/2020	33803	182,281.40
Payroll & DRS - 3/6/2020	33853	174,243.52
Mason County Community Services	33802	11,300.00
Cummins Northwest	33814	32,271.29
SCJ Alliance	33836	20,501.11
Gillig, LLC	33869	1,526,173.32

Submitted by:

Brian Phillips, Accounting Supervisor

Date: 3-11-2020

Total Amount

Approved by: Da
LeeAnn McNulty, Administrative Services Manager

Mason Transit Authority Check Register

March 2020 Board Report

Activity From 2/13/2020 Through 3/11/2020

Document Date	Check #	Vendor Name	Amount
2/18/2020		Always Safe and Lock	\$ 2,869.06
2/18/2020	33799	Department of Licensing	13.00
2/18/2020	33800	District 160	2,395.89
2/18/2020	33801	Mason County Garbage, Inc.	742.92
2/18/2020		Mason County Community Services	11,300.00
2/19/2020		Mason Transit Authority - ACH Account	182,281.40
2/26/2020		Advance Glass	231.20
2/26/2020		Aflac	941.14
2/26/2020		AIG Retirement	240.00
2/26/2020		Associated Petroleum Products, Inc.	933.90
2/26/2020		Aramark	327.17
2/26/2020		Bridge Church	90.00
2/26/2020		Belfair Water District #1	174.60
2/26/2020		Cascade Print Media	2,577.21
2/26/2020	_	City of Shelton	30.00
2/26/2020		Cooper Studios	443.65
2/26/2020	33814	Cummins Northwest, LLC	32,271.29
2/26/2020	33815	EMC - Mason Transit	138.80
2/26/2020	33816	Gillig, LLC	1,670.74
2/26/2020	33817	Gillis Auto Center, Inc.	282.10
2/26/2020	33818	Island Superior Air Filter	101.60
2/26/2020	33819	Jim's Auto Repair & Towing	317.17
2/26/2020	33820	Robert W. Johnson, PLLC	1,600.00
2/26/2020	33821	LegalShield	163.45
2/26/2020	33822	Les Schwab	381.93
2/26/2020	33823	Mason County PUD #3	102.41
2/26/2020	33824	Mason County Utilities/Waste Management	96.00
2/26/2020	33825	Mountain Mist Water	90.29
2/26/2020	33826	North Mason Chamber of Commerce	1,125.00
2/26/2020	33827	Northridge Properties, LLC	1,500.00
2/26/2020	33828	National Safety Council	696.08
2/26/2020	33829	Northwest Administrators	97,085.93
2/26/2020	33830	Office Depot, inc.	698.85
2/26/2020		O'Reilly Auto Parts	1,013.15
2/26/2020		Pacific Stage, Inc.	434.00
2/26/2020		Builders FirstSource	30.45
2/26/2020			409.45
2/26/2020	33835	Schetky Northwest Sales, Inc.	348.27

Mason Transit Authority Check Register

March 2020 Board Report

Activity From 2/13/2020 Through 3/11/2020

Document Date	Check #	Vendor Name	Amount
2/26/2020	33836	SCJ Alliance	20,501.11
2/26/2020	<i>33837</i>	Seattle Automotive Distributing	<i>102.83</i>
2/26/2020	33838	The Shoppers Weekly	646.28
2/26/2020	33839	Small & Mid-Sized Transit Alliance	25.00
2/26/2020	33840	South Sound Investment Properties, LLC	300.00
2/26/2020	33841	Spike's Hydraulics	68.81
2/26/2020		Staples Business Advantage	232.57
2/26/2020	33843	Tags Awards & Specialties	36.07
2/26/2020	33844	Total Battery & Automotive Supply	56.12
2/26/2020		Tozier Brothers, Inc.	43.11
2/26/2020	33846	ULINE	172.66
2/26/2020	33847	United Way of Mason County	33.00
2/25/2020	33848		0.00
2/26/2020	33849	Westbay Auto Parts	740.19
2/26/2020		WE PROMOTE YOU	297.55
2/26/2020		Washington State Transit Association	140.00
2/25/2020		Mason County PUD #3	23,522.68
3/4/2020	33853	Mason Transit Authority - ACH Account	174,243.52
3/11/2020		Advance Glass	249.70
3/11/2020		AIG Retirement	240.00
3/11/2020	33856	Stanley Convergent Security Solutions	293.76
3/11/2020	33857	Allstream	177.84
3/11/2020	33858	Ecolube Recovery, LLC dba American Petroleum E	637.17
3/11/2020	33859	Associated Petroleum Products, Inc.	19,530.78
3/11/2020	33860	Aramark	312.57
3/11/2020	33861	ARCH Mechanical, Inc.	256.24
3/11/2020		Belfair Water District #1	177.02
3/11/2020	33863	CDW Government	1,119.13
3/11/2020		City of Shelton	580.36
3/11/2020	33865	Cascade Natural Gas	2,163.97
3/11/2020		Comcast	199.57
3/11/2020		Cummins Northwest, LLC	1,069.13
3/11/2020	33868	EMC - Mason Transit	138.80
3/11/2020	33869	Gillig, LLC	1,526,173.32
3/11/2020		Gillis Auto Center, Inc.	82.73
3/11/2020		Hood Canal Communications	1,817.03
3/11/2020		Kern's Kitchen	1,216.00
3/11/2020		Kitsap Transit	2,132.23

Mason Transit Authority Check Register

March 2020 Board Report

Activity From 2/13/2020 Through 3/11/2020

Document Date	Check #	Vendor Name	Amount
3/11/2020	33874	Les Schwab	1,611.76
3/11/2020	33875	Mason County PUD #3	4,904.93
3/11/2020	33876	Eco Elite and Mathis Pest Management	146.48
3/11/2020	33877	Mountain Mist Water	169.55
3/11/2020	33878	Mood Media	113.77
3/11/2020	33879	Olympic Lock & Key	4.35
3/11/2020	33880	O'Reilly Auto Parts	484.52
3/11/2020	33881	Pacific Office Automation	697.72
3/11/2020	33882	Pitney Bowes	345.15
3/11/2020	33883	Power Clean Hoods	707.20
3/11/2020	33884	Pacific Power Group, LLC	561.67
3/11/2020	33885	Builders FirstSource	23.41
3/11/2020	33886	Rexus Corporation	165.00
3/11/2020	33887	Robotronics Inc.	3,590.00
3/11/2020	33888	Schetky Northwest Sales, Inc.	52.03
3/11/2020	33889	Seattle Automotive Distributing	865.72
3/11/2020	33890	Mason County Journal	216.00
3/11/2020	33891	The Shoppers Weekly	71.82
3/11/2020	33892	Staples Business Advantage	931.66
3/11/2020	33893	ThyssenKrupp Elevator Corp.	650.97
3/11/2020	33894	Tozier Brothers, Inc.	95.83
3/11/2020	33895	ULINE	66.94
3/11/2020	33896	United Way of Mason County	78.40
3/11/2020	33897	U.S. Bank	4,028.58
3/11/2020	33898	Verizon Wireless	402.66
3/11/2020	33899	Voyager Fleet Systems, Inc.	5,914.56
3/11/2020	33900	Westbay Auto Parts	550.39
3/11/2020	33901	Westcare Clinic, Inc.	170.00
3/11/2020		Whisler Communications	1,776.42
3/11/2020	33903	AWorkSAFE Service, Inc.	562.06_
			Total 2,155,836.50

Mason Transit Authority Credit Card Activity March 2020 Board Report

February Activity

GL Title	Transaction Description	Expenses			
Parts Inventory	Wheel Check - lug nut indicators	\$ 87.36			
Other Prepaids	Shelton Cinema - MTA All Meeting prize	31.50			
Sales Tax Payable	Invoice	(6.84)			
Wellness Expense	Amazon Biz - Wellness materials	78.30			
Employee Recognition	Amazon - 20 year employee recognition	31.12			
Employee Recognition	Macys - 20 year employee recognition	4.36			
Employee Recognition	REI - Employee 25 year recognition item	58.91			
Employee Recognition	REI - Return employee recognition item	(20.71)			
Professional and Technical Services	Aatrix - 1099 processing	`14.95 [´]			
Fuel and Lubricants	Tractor Supply - Propane tanks refilled	38.37			
Facility Repair/Maintenance	Amazon - Alarm batteries	21.77			
Facility Repair/Maintenance	Amazon - Alarm batteries	67.02			
Facility Repair/Maintenance	Amazon - Alarm batteries	87.08			
	Amazon - Battery	18.21			
Facility Repair/Maintenance	Amazon - Toilet repair	15.41			
Facility Repair/Maintenance	Amazon - Toilet repair	37.74			
Facility Repair/Maintenance	Amazon - Atomic Clock	62.34			
Operating Supplies	Amazon - TCC Intercom	45.57			
Operating Supplies	Amazon Biz - Chalkboard/erasers	25.49			
Office Supplies	Toziers - Heat shrink	4.12			
Shop Supplies	Toziers - Heat Shrink Toziers - Heat Shrink	8.25			
Shop Supplies		20.06			
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	20.29			
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	49.10			
Cleaning/Sanitation Supplies	Walmart - Cleaning Supplies	43.71			
Shelter Supplies	Lowes - Solar Light	31.14			
Shelter Supplies	McLendongs Hardware - Shelter hardware McLendons Hardware - Shelter hardware	13.01			
Shelter Supplies	McLendons Hardware - Shelter hardware	25.93			
Shelter Supplies	McLendons Hardware - Shelter hardware	29.14			
Shelter Supplies		26.74			
Shelter Supplies	Smart sign - sign brackets	362.00			
Small Tools & Equipment	Kvaser - Shop tool	16.82			
Small Equipment & Furniture	Ameritary Flag Cables	41.18			
Small Equipment & Furniture	Ameritex - Flag Cables	57.71			
Small Equipment & Furniture	American Flag	141.29			
Small Equipment & Furniture	Amertex Flag - New American Flag	42.04			
Small Equipment & Furniture	Collins Flag - WA State Flag	102.91			
Small Equipment & Furniture	Collins Flag - WA State Flag	43.23			
Garbage	Shelton Transfer Station - Trash Disposal	126.18			
Veh License/Registration Fee	WA DOL - Licensing 860 & 861	15.23			
Travel & Meeting Expense MTA	Dollar Tree - Round Table Cloths	61.94 GM			
Travel & Meeting Expense MTA	Doug Parking - Transit Summit	6.30			
Travel & Meeting Expense MTA	Fred Meyer - Bananas for All MTA				
Travel & Meeting Expense MTA	Fred Meyer - Doughnuts for All MTA	62.39 54.20			
Travel & Meeting Expense MTA	Fred Meyer - Fruit and beverages for All MTA	3.48			
Travel & Meeting Expense MTA	Hobby Lobby - Table Items for All MTA Meeting	28.56			
Travel & Meeting Expense MTA	Smart Food Service - Coffee cups & snack items All MTA	28.36 16.00 GM			
Travel & Meeting Expense MTA	State of WA - WSTA Meeting	66.08			
Travel & Meeting Expense MTA	Walmart - Snacks, cups for All MTA Meeting	325.00			
Conference Registration	CTANW - Summit registration	323.00			

Mason Transit Authority Credit Card Activity March 2020 Board Report

February Activity

CL Title	Transaction Description	Expenses
GL Title Training / Seminars Training / Seminars Advertising/Promotion Media Advertising/Promotion Media Passenger Parking Facilities	SHRM Olympia - Labor law conference WSTIP - Supervisor class 4allpromos - Blinky lights swag Promotion Now - Promo Material Glacier - Belfair Parking	95.00 75.00 354.74 411.86 GM 550.00 Total \$ 4,028.58

MASON TRANSIT AUTHORITY TRAVEL FORM (FRM-402B)

1. Name: Danette Van Heet Ex	vent:	ansut	Kus Su	monet	2/ /
2. Destination: Austin TX		Departur	e Date: <u></u>	1/2020 Return	Date: 2/19/2020
3. Estimated Total Cost of Travel (registrat	ion, airfai	re, lodgin	g, meals, cai	r etc.) Total: 🔟	3.72
Advance Travel Request Amount \$	\mathcal{Q}		Ever	nt Agenda must l	e Attached
5. Mode(s) of travel to be used: Car / (air		6.	Using a Staff Ca	r? Y / N
7. Approved by:		Team	Manager or o	designee <u>Inel</u>	igible
8. Advance Travel Granted is:	Check #	<u> </u>	Initi	al:	Date:
. Travel Expenses <mark>: All EXPENSES MUS</mark>	ST HAVE	matching	Receipts/Do	ocuments attach	ed (EXCEPT MEALS
SECTION A	ESTIN	MATED	ACTUAL MTA PAID	EXPENSES (com	plete upon return) EMPLOYEE
SECTIONA		NSES	THRU A/P		
Meals from IV. Meal Calculation worksheet	\$ 81	1.75			\$ 91
Airline Travel: To be reimbursed	\$ 498			\$ 498.85	
Rental Car	\$			\$	\$
Lodging:	\$			\$	\$
Registration fees:	\$		\$	\$	\$
Mileage: miles X .575 per mile*	\$				\$
Mileage (Pers Veh): L4D miles X .2875 mile*	\$ 41.	97			\$ 41.998
Airport Parking/Parking Lot	\$ 60			(01.94	
Shuttle / Taxi	\$				\$
Bridge Toll / Ferry	\$				\$
	\$				\$
	\$				\$
TOTAL	\$ 68	\$ 57	\$	\$ 560.7	9 \$ 132.99
Attach a copy of MapQuest to verify mileage. Star destination. Miles to the Airport from MTA is 153 in CTION B	miles round	PAID WIT	pQuest needed		·
1. Total Actual Expenses:		\$	*	\$ 560.79	\$ 132.99
		1. Les	s total casi		\$ -
st of aurfare was			ss total casi	n advances	ļ. — —
st of aurfare was	S	2. Tota	al reimburs	n advances ement due	\$ 132.98
st of airfare was mbursed by the Transit Bu	ی	2. Tota		n advances ement due	ļ. —
st of airfare was mbursed by the Transit Bu Summit DTAL TRAVEL EXPENSES (add totals in the		2. Tota 3. Or t	al reimburs otal due to	n advances ement due	\$ 132.98
st of airfare was mbursed by the Transit Bu Summit DTAL TRAVEL EXPENSES (add totals in the Certification ereby certify under penalty of perjury that this is a	ne Total Exp	2. Tota 3. Or t	otal due to Section B)	n advances ement due MTA \$	\$ 132.99
st of aurfare was mbursed by the Transit Bu Summit DTAL TRAVEL EXPENSES (add totals in the Certification ereby certify under penalty of perjury that this is a syment has been received by me as reimbursement	true and co	2. Tota 3. Or t	otal due to Section B)	h advances ement due MTA \$ expenses incurred	\$ 132.99 \$
Mbursed by the Transit Busting Certification ereby certify under penalty of perjury that this is a syment has been received by me as reimbursement. Employee Signature:	true and cont for these	2. Tota 3. Or t	otal due to Section B)	n advances ement due MTA \$	\$ 132.99
st of airfare was mbursed by the Transit Bu Summit DTAL TRAVEL EXPENSES (add totals in the Certification ereby certify under penalty of perjury that this is a	true and cont for these	2. Tota 3. Or total	otal due to Section B)	h advances ement due MTA \$ expenses incurred der Signature:	\$ 132.99 \$

March 17, 2020 Regular Board Mtg 22



	Date Submitted			Finance Use Only	FINANCE DEPARTMENT	REVIEW	LIOFTAX							
	Date Su					CODING								
						DEPARTMENT	Admin		1 Almin		Admin	e		
					RECEIPT	(Y/N)	>		\nearrow)	>	-		
. 00		6.7				TNUOWA	411.86		500)1		61.94	•0 •0		
PURCHASE LOG	ette Brasin					PURPOSE	Promotional Materials	Meeting W/ Son Saldand	Parcin Fr WISTA MEETING	faring while at the	Transi Rus Summe			
(Name:	Department:	Manager's Approval:			VENDOR	Dring chan Now	BO State of WA Capital	Cambus	1 bus fox Persus			3)	
			Σ			DATE	73/20	08/1/E	- O	219/20				

hereby certifyender 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 3/3/2020 Signature thereof.

TOTAL

Date

Don't forget to attach original receipts

Mason Transit Authority Regular Board Meeting

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

Subject: MTA Vehicle Cleaning Schedule in Response to COVID-19

Prepared by: Marshall Krier, Maintenance and Facilities Manager

Approved by: Danette Brannin, General Manager

Date: March 17, 2020

Background:

The Executive Team of Mason Transit has been staying apprised of the transit industry response to the COVID-19 virus on a broad scale. At this point in time, MTA is doing the following to mitigate exposure to our ridership of the COVID-19 virus:

- Continue with regular interior cleaning schedule. Interior of buses are thoroughly cleaned front to back every three weeks.
- Continue with wiping down interior of buses every week and a half as well as clean as needed if a vehicle were to become dirtier than normal use.
- Immediately respond to incidents such as spill, vomit, blood, etc.
 - o In the case of an incident, the bus is pulled out of service as quickly as possible and not returned to service until cleaned.
- All drivers have been supplied with disinfectant spray, paper towels and Clorox wipes to help combat any potential exposure to the virus. Drivers have been instructed to wipe down the interior of the vehicle between routes as they see fit (such as a passenger is coughing or sneezing a lot).
- Informational signs from the CDC have been placed in all vehicles on how to protect oneself and methods to prevent spreading a virus.
- A Rider Alert with information has been sent out regarding MTA's cleaning practices and actions taken for combating the spread of the virus. It is also on our website, Twitter and Facebook.
- Hand-sanitizer stations for the T-CC are on backorder for permanent installation.
- MTA's drivers have been provided with hand sanitizer.
- Anytime the mechanics bring a bus into the shop, they wipe down the stanchions, handrails, handholds and any other areas that appear dirty.

MTA continues to monitor the situation and will make any warranted changes as needed.

Summary: Update on MTA response to COVID-19 and cleaning of vehicles for riders.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Informational*

Subject: Change Orders #3, 4 and 5 – Roundabout Project

Prepared by: Danette Brannin, General Manager **Approved by:** Danette Brannin, General Manager

Date: March 17, 2020

Background:

The following describes each of the Change Orders pertaining to the Log Yard Road/SR 3 Roundabout:

Change Order 3

This CO is due to the delay in the right-of-way transition and approval of the WSDOT Construction Agreement. Active Construction had to demobilize and remobilize clearing subcontractors. The additional clearing required additional traffic control.

Change Order 4

WSDOT provided Hydraulic comments in late December after the contract had been awarded. The comments resulted in additional structures and upsizing of storm pipe.

Change Order 5

Belfair Water District is requiring MTA, as part of this project, to extend the existing water main 60 feet to the east to be outside the new pavement.

Summary: Information provided regarding Change Orders #3, 4 and 5.

Fiscal Impact:

Not to Exceed \$17,864.32 (Change Order 3)

Not to Exceed \$20,455.94 (Change Order 4)

Not to Exceed \$20,571.23 (Change Order 5)

Belfair Park and Ride Development – Log Yard Road Roundabout

Mason Transit Authority

Februa	ruction Change Directive: 003 ry 28, 2020 ct Modification:
The Co	ntractor is hereby directed to make the following change(s) to the Work:
1.	Due to delay in the right of way transition and approval of the WSDOT Construction Agreement, Active Construction had to demobilize and remobilize clearing subcontractors. The additional clearing required additional traffic control.
Attachi	ments:
1.	ACI T&M breakdown of additional costs.
PROPO	SED CONTRACT ADJUSTMENTS:
The cor	ntract sum will be adjusted on the following basis:
	Lump Sum:
\boxtimes	As follows: Time and Materials per the attached rates from ACI for \$17,864.32.
The co	ntract time will:
\times	Remain unchanged:
	(Increase) (Decrease) by days
proceed Contrac	ssued by the Engineer and approved by the District, this document shall serve as authorization to d with the Work as described above. When the actual adjustments to the Contract Sum and/or ct Time are agreed to by the Engineer, District, and Contractor, this Work shall be added to the ct by Change Order.
Issued	By: Date:
Approv	red By: Date: 3/3/2020 Mason Transit Authority
	are below indicates the Contractor's acknowledgement of the direction to proceed with the Work
	iately. Signature also indicates the Contractor agrees with the proposed method of adjustment in atract Sum and Contract Time.
Accept	3/11/2020
	Active Construction Inc.

CHANGE ORDER 003

OWNER **ENGINEER** CONTRACTOR Mason Transit Authority

SCJ Alliance

Active Construction Inc.

PROJECT:

CHANGE ORDER NO .:

003

Log Yard Road Roundabout MTA Belfair Park and Ride

DATE:

February 28, 2020

ENGINEER'S PROJECT NO.:

FIELD OTHER

738.05

TO CONTRACTOR: Active Construction Inc. PO Box 430 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 003

NTE

\$17,864.32

Total Change Order # 003

\$17,864.32

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

Net change by previously authorized Change Orders

\$0.00

The (Contract Sum) (Guaranteed maximum Price) prior to this Change Order was The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)

\$2,495,341.50 \$17,864.32

(unchanged) by this Change Order in the amount of

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

\$2,513,205.82

The Contract Time will be (increased) (decreased) (unchanged) by zero calendar The date of Substantial Completion as of the date of this Change Order therefore is: (-0-) days. TBD

NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

ENGINEER

SCJ Alliance

8730 Tallon Lane NE, Suite 200

Lacey, WA 98516

BY

DATE

2/28/2020

CONTRACTOR

Active Construction Inc.

PO Box 430

Puyallup, WA 98371

OWNER

Mason Transit Authority

790 East Johns Prairie Road

Shelton_WA-98584

ACI CONSTRUCTION INC.

ROM

A.C.I. PROJECT	LOG YARD ROAD & SR-3 ROUNADABOUT	A.C.I. PHASE CODE
19-035		8005
19-033	DESCRIPTION OF WORK	

Due to MTA not recieving the proper WSDOT permit prior to construction, ACI was directed to delay all clearing and grubbing operations inside SR3 ROW until the proper permits could be acquired. Becuase of this, ACI's clearing sub was not allowed to continue clearing as intially intended at bid time. Due to the unknown timelime to recieve the WSDOT permit and other commitments, ACI's sub de-mobed all equipment. Once approval was recieved ACI's sub was forced to use a different means and methods to complete the work. Below is a breakdown of the additional cost to clear SR3 ROW. ACI also incured an additional 4 days of traffic control with 3 flaggers to support the hand cutting of trees along SR3 and brush trucks leaving.

	LABOR CLAS				
	MANPOWER	HOURS	@	RATE	TOTAL
	FLAGGER @ 1.0	96.0	@	\$49.73	\$4,774.08
			SUE	STOTAL LABOR	\$4,774.08
	EQUIPMENT DESC	RIPTION / RA	ATES		
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS	@	RATE	TOTAL
	MATERIAL	COSTS			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	SERVICE	COSTS			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	SUB CONT	RACTOR			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	Additional trucking to haul off debri	1.00	@ LS	\$3,225.00	\$3,225.00
dditional time for e	xcavator to load brush into end dump and help push over trees	d dump and	LS	\$5,337.50	\$5,337.50
	Fall all timber and buck logs by hand	1.00	LS	\$1,573.00	\$1,573.00
11-1	Remob equipment to site	1.00	LS	\$300.00	\$300.00
		SU	B CONTRACT	OR SUBTOTAL	\$10,435.50
		MARK-UP		29%	\$1,384.48
			SUE	STOTAL LABOR	\$6,158.56

Belfair Park and Ride Development – Log Yard Road Roundabout

Mason Transit Authority

Februa	truction Change Directive: 004 ary 28, 2020 act Modification:
The Co	intractor is hereby directed to make the following change(s) to the Work:
1.	WSDOT provided Hydraulic comments in late December after the contract had been awarded. The comments resulted in additional structures and upsizing of storm pipe.
Attach	ments:
1.	ACI T&M breakdown of additional costs.
PROPO	DSED CONTRACT ADJUSTMENTS:
The co	ntract sum will be adjusted on the following basis:
	Lump Sum:
\times	As follows: Time and Materials per the attached rates from ACI for \$20,571.23.
The co	ntract time will:
\bowtie	Remain unchanged:
	(Increase) (Decrease) by days
procee Contro	issued by the Engineer and approved by the District, this document shall serve as authorization to ed with the Work as described above. When the actual adjustments to the Contract Sum and/or act Time are agreed to by the Engineer, District, and Contractor, this Work shall be added to the act by Change Order.
Issued	By: Date: 2/28/2020
Appro	ved By: Date: 3/3/2020 Mason Transit Authority
immed	rure below indicates the Contractor's acknowledgement of the direction to proceed with the Work diately. Signature also indicates the Contractor agrees with the proposed method of adjustment in ontract Sum and Contract Time.
Accep	ted By: Date:

Active Construction Inc.

CHANGE ORDER 004

OWNER ENGINEER

Mason Transit Authority

CONTRACTOR FIELD OTHER

SCJ Alliance

Active Construction Inc.

PROJECT:

CHANGE ORDER NO .:

004

Log Yard Road Roundabout

MTA Belfair Park and Ride DATE: February 28, 2020

ENGINEER'S PROJECT NO.

738.05

TO CONTRACTOR: Active Construction Inc. PO Box 430 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 004

NTE

\$20,571.23

Total Change Order # 004

\$20,571.23

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

Net change by previously authorized Change Orders

\$0.00

The (Contract Sum) (Guaranteed maximum Price) prior to this Change Order was

\$2,513,205.82 \$20,571.23

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

\$2,533,777.05

The Contract Time will be (increased) (decreased) (unchanged) by zero calendar The date of Substantial Completion as of the date of this Change Order therefore is:

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

(-0-) days. TBD

NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

ENGINEER

SCJ Alliance

8730 Tallon Lane NE, Suite 200

Lacey, WA 98516

BY

DATE

2/28/2020

CONTRACTOR

Active Construction Inc.

PO Box 430

Puyallup, WA 98371

OWNER

Mason Transit Authority

790 East Johns Prairie Road

Shelton WA 98584

ACI CONSTRUCTION INC.

AWA

A.C.I. PROJECT	LOG YARD ROAD &	SR-3 ROUNA	DABOUT		A.C.I. PHAS
19-035					8005
	DESCRIP'	TION OF WORK			
fiameters and add		er majority of stru s ACI had to mod om 12" to 18" ald SDMH.	ictures and s lify structure:	strom material ha s in the field to a	d been previous ccomidate the la
	LABOR (LASS / RATES			
	MANPOWER	HOURS	@	RATE	TOTAL
V	VORKING FOREMAN 1.0	14.0	@	\$79.33	\$1,110.62
	OPERATOR @ 1.0	28.0	@	\$75.13	\$2,103.64
	LABORER @ 1.0	6.0	@ c up	\$59.88 TOTAL LABOR	\$359.28
			308	TO TAL LABOR	\$3,573.54
	EQUIPMENT DE	SCRIPTION / RA	ATES		
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS	@	RATE	TOTAL
Edole, 140,	ON-HWY LIGHT DUTY TRK	14.0	@	\$32.00	\$448.00
424,501	644 LOADER	10.0	@	\$81.00	\$810.00
444	135D EXCAVATOR	6.0	@	\$76.00	\$456.00
417	200 EXCAVATOR	3,0	@	\$102.00	\$306.00
286	ZAXIS 330L EXCAVATOR	8.0	@	\$134.00	\$1,072.00
395	ZAXIS 450L EXCAVATOR	3.0	@	\$185.00	\$555.00
			SUBTOTA	AL EQUIPMENT	\$3,647.00
	MATE	RIAL COSTS			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	18" storm pipe	351.00	ĹF	\$19.71	\$6,918.21
	48" SDMH	1.00	LS	\$1,086.00	\$1,086.00
	Catch Basin	1.00	LS	\$400.00	\$400.00
	Frame and Grates	1.00	LS	\$1,140.00	\$1,140.00
	10.0		SUBTOT	AL MATERIALS	\$9,544.21
	SERV	ICE COSTS			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	SUB C	ONTRACTOR		_	
	DESCRIPTION	UNIT	@	RATE	TOTAL
		MARKUS	ON LABOR	29%	\$1,036.33
		WARK-UP		TOTAL LABOR	\$4,609.87
		_	000	TO THE EMOUNT	\$4,000.01
		MARK-UP ON E	QUIPMENT	21%	\$765.87
				AL EQUIPMENT	\$4,412.87
		MARK-UP ON N	MATERIALS	21%	\$2,004.28
		INAUVIOL ON IN		AL MATERIALS	\$11,548.49
			555101	THE MAIL ENGLY	#11,040.43
				GRAND TOTAL	\$20,571.23
				GRAND TOTAL	DZU,371.23

Belfair Park and Ride Development - Log Yard Road Roundabout

Construction Change Directive: 005

February 28, 2020

Mason Transit Authority

Contra	act Modification:
The Co	ontractor is hereby directed to make the following change(s) to the Work:
	Belfair Water District is requiring MTA, as a part of this project, to extend the existing water main 60 feet to the east to be outside of the new pavement.
Attach	ments:
1.	ACI T&M breakdown of additional costs.
PROP	OSED CONTRACT ADJUSTMENTS:
The co	ontract sum will be adjusted on the following basis:
	Lump Sum:
X	As follows: Time and Materials per the attached rates from ACI not to exceed \$20,455.94.
The co	ontract time will:
\times	Remain unchanged:
	(Increase) (Decrease) by days
procee Contro	issued by the Engineer and approved by the District, this document shall serve as authorization to ed with the Work as described above. When the actual adjustments to the Contract Sum and/or act Time are agreed to by the Engineer, District, and Contractor, this Work shall be added to the act by Change Order.
issued	By: Date: 2/28/2020
Appro	Mason Transit Authority
	ure below indicates the Contractor's acknowledgement of the direction to proceed with the Work diately. Signature also indicates the Contractor agrees with the proposed method of adjustment in
	entract Sum and Contract Time.
	ted By: Date: 3/4/2020
	Active Construction Inc.

CHANGE ORDER 005 OWNER ENGINEER Mason Transit Authority

CONTRACTOR

SCJ Alliance

Active Construction Inc.

FIELD OTHER

PROJECT:

CHANGE ORDER NO.:

005

Log Yard Road Roundabout MTA Belfair Park and Ride

DATE:

February 28, 2020

ENGINEER'S PROJECT NO.

738.05

TO CONTRACTOR: Active Construction Inc. PO Box 430 Puyallup, WA 98371

The Contract is changed as follows:

See attached detailed listing for CCD 005

NTE

\$20,455.94

Total Change Order # 005

\$20,455.94

This change order provides for all compensation arising directly or indirectly for this work including money, time and impact compensation

Not valid until signed by the Owner, Engineer, and Contractor.

Net change by previously authorized Change Orders

\$0.00

The (Contract Sum) (Guaranteed maximum Price) prior to this Change Order was The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

\$2,533,777.05 \$20,455.94

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

\$2,554,232.99

The Contract Time will be (increased) (decreased) (unchanged) by zero calendar. The date of Substantial Completion as of the date of this Change Order therefore is:

(-0-) days. TBD

NOTE: This summary does not reflect changes in the Contract sum, Contract Time or Guaranteed Maximum Price which will have been authorized by Construction Change Directive.

ENGINEER

SCJ Alliance

8730 Tallon Lane NE, Suite 200

Lacey, WA 98516 1 /

BY

DATE

2/28/2020

CONTRACTOR

Active Construction Inc.

PO Box 430

Puyallup, WA 98371

OWNER

Mason Transit Authority

790 East Johns Prairie Road

Shelton, WA 98584

ACI CONSTRUCTION INC.

ROM

A.C.I. PROJECT	LOG YARD ROAD 8	SR-3 ROUNA	ADABOUT	-	A.C.I. PHAS
19-035				i	•••••
		TION OF WORK			
s requested by	SCJ, below is the cost to extend the water	er line 60' at B-Li	ne with 12"	ductile iron pipe. 1	his cost include
	e for a 4 man crew to excavate and install				
	ROM and actual time and material wil	be tracked in the	e field to be	submitted later	
	***************************************	CLASS / RATES		·;·······	
	MANPOWER WORKING FOREMAN 1.0	HOURS 16.0	@	\$79.33	TOTAL \$1,269.28
***************************************	OPERATOR @ 1.0	32.0	@ @	\$79.33	\$2,404.16
***************************************	LABORER @ 1.0	16.0	@	\$59.88	
				BTOTAL LABOR	\$958.08
			30	DIVIAL LABOR	\$4,631.52
***************************************	EQUIPMENT DE	SCRIPTION / P.	ATES		
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS		DATE	TOTAL
E4011 . 140.	ON-HWY LIGHT DUTY TRK	16.0	@ @	\$32.00	TOTAL \$512.00
424,501	644 LOADER	16.0		\$81.00	\$1,296.00
444	135D EXCAVATOR	16.0	@ @	\$76.00	\$1,216.00
286	ZAXIS 330L EXCAVATOR	16.0	@ @	\$134.00	\$2,144.00
	L			AL EQUIPMENT	\$5,168.00
***************************************			***************************************		
•••••		RIAL COSTS			
	DESCRIPTION	UNIT	@	RATE	TOTAL
	12" Water Materials	1.00	LS	\$6,700.00	\$6,700.00
	Thrust Block	1.00	LS	\$100.00	\$100.00
			SUBTO	TAL MATERIALS	\$6,800.00
	***************************************	ICE COSTS	;	·	
	DESCRIPTION	UNIT	@	RATE	TOTAL
	SUB CO	ONTRACTOR			
	DESCRIPTION	UNIT	@	RATE	TOTAL
••••••	PLOOKII TION		9	ii.	
	***************************************	MARK-UP	ON LABOR	29%	\$1,343.14
			**************	BTOTAL LABOR	\$5,974.66
		MARK-UP ON E	QUIPMENT	21%	\$1,085.28
		***************************************		AL EQUIPMENT	\$6,253.28
		.,,,,=,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	*******************	***************************************	***************************************
		MARK-UP ON M		21%	\$1,428.00
				AL MATERIALS	\$8,228.00
		***************************************			***************************************

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Discussion*

Subject: Sustainability Examination and Options in Consideration of

I-976 Budget Impacts

Prepared by: LeeAnn McNulty, Administrative Services Manager

Approved by: Danette Brannin, General Manager

Date: March 17, 2020

Background:

MTA has set a 5-year sustainability goal as a practice for good financial stewardship and planning. The 5-year sustainability outlook has been updated and includes two scenarios to consider and discuss.

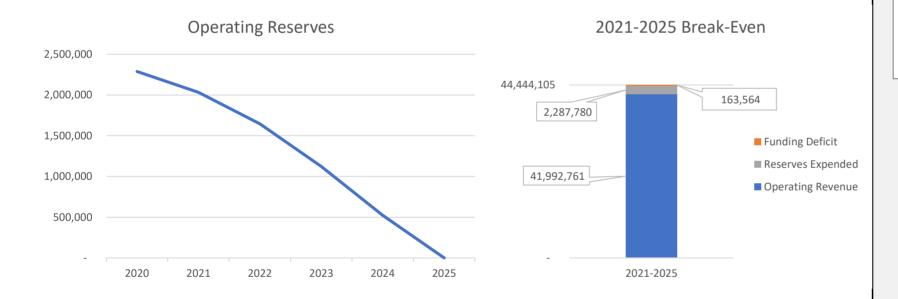
The impacts of I-976 continue to be somewhat a mystery but we anticipated the impact of loss funding will occur in the next biennium. With that, staff is seeking direction from the Board and is asking the Operations/Maintenance and Finance Committees work with staff to create a plan on how best to position MTA for its future regarding service, recruitment practices and future grant funding that may or may not exist.

Staff would ask that the Committees recommend a plan to the full board for discussion.

Summary: 5-year sustainability outlook with impacts to MTA's budget.

Projections Including State Dollars

,	2020	2021	2022	2023	2024	2025
	Budget	Projected	Projected	Projected	Projected	Projected
Sales Tax	4,054,264	4,175,892	4,301,169	4,430,204	4,563,110	4,700,003
Operating Grant	3,049,288	3,105,274	3,161,260	3,224,485	3,353,464	3,487,603
Fares	365,000	372,300	379,746	387,341	395,088	402,990
Other Income	291,030	297,350	303,812	310,418	317,173	324,079
Reserves Expended	130,406	254,771	387,824	522,715	601,333	521,137
Total Operating Revenue	7,889,988	8,205,587	8,533,811	8,875,163	9,230,168	9,435,812
Salaries and Benefits	6,223,621	6,472,566	6,731,469	7,000,728	7,280,757	7,571,987
Fuel	377,450	392,548	408,250	424,580	441,563	459,226
Vehicle/Facility Repair & Maintenance	325,354	338,368	351,903	365,979	380,618	395,843
Insurance	242,605	252,309	262,401	272,897	283,813	295,166
Miscellaneous	720,958	749,796	779,788	810,979	843,417	877,154
Reserves Allocated	-	-	-	-	-	-
Total Operating Expenses	7,889,988	8,205,587	8,533,811	8,875,163	9,230,168	9,599,376
						
Net Operating Income (Deficit)	-	-	-	-	-	(163,564)
Oneveting Reserves	2 207 700	2 022 000	1 645 195	1 122 470	F21 127	
Operating Reserves	2,287,780	2,033,009	1,645,185	1,122,470	521,137	-



2021-2025 Revenue Projections:

Sales Tax revenue is conservatively projected to have a 3% growth year-over-year.

Operating Grant revenue is based on the 2019-2021 and 2021-2023 grant awards. After these biennium, revenue is projected to grow by 4% year-over-year.

Fares are projected to increase by roughly 2% year-over-year.

Other Income dips in 2020 due to the completion of the regional mobility grant, other revenues are projected to grow by 2% year-over-year.

Reserves Expended is to offset any potential operating losses. The offsets start in 2020 and the reserve will be depleted partway through 2025.

2021-2025 Expense Projections:

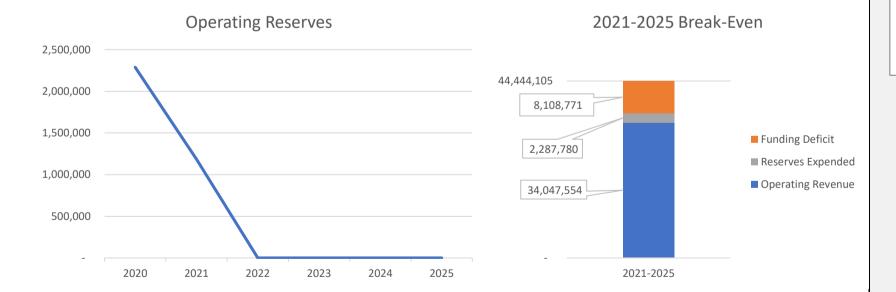
Salaries and Benefits will see a bump in 2020 due to adjustments made from the wage analysis conducted in 2019. Thereafter wages are projected to grow by 4% year-over-year.

All other expenses have been projected to increase by 4% year-over-year.

Reserves Allocated is funding set aside to offset any future Net Operating Deficits.

Projections **Excluding** State Dollars

	2020	2021	2022	2023	2024	2025
	Budget	Projected	Projected	Projected	Projected	Projected
Sales Tax	4,054,264	4,175,892	4,301,169	4,430,204	4,563,110	4,700,003
Operating Grant	3,049,288	2,257,158	1,465,027	1,494,328	1,554,101	1,616,265
Fares	365,000	372,300	379,746	387,341	395,088	402,990
Other Income	291,030	297,350	303,812	310,418	317,173	324,079
Reserves Expended	130,406	1,102,887	1,184,893	-	-	-
Total Operating Revenue	7,889,988	8,205,587	7,634,647	6,622,291	6,829,472	7,043,337
Salaries and Benefits	6,223,621	6,472,566	6,731,469	7,000,728	7,280,757	7,571,987
Fuel	377,450	392,548	408,250	424,580	441,563	459,226
Vehicle/Facility Repair & Maintenance	325,354	338,368	351,903	365,979	380,618	395,843
Insurance	242,605	252,309	262,401	272,897	283,813	295,166
Miscellaneous	720,958	749,796	779,788	810,979	843,417	877,154
Reserves Allocated	-	-	-	-	-	-
Total Operating Expenses	7,889,988	8,205,587	8,533,811	8,875,163	9,230,168	9,599,376
Net Operating Income (Deficit)	-	-	(899,164)	(2,252,872)	(2,400,696)	(2,556,039)
Operating Reserves	2,287,780	1,184,893	-	-	-	-



2021-2025 Revenue Projections:

Sales Tax revenue is conservatively projected to have a 3% growth year-over-year.

Operating Grant revenue is based on the 2019-2021 and 2021-2023 federal grant awards (no state dollars). After these biennium, revenue is projected to grow by 4% year-over-year.

Fares are projected to increase by roughly 2% year-over-year.

Other Income dips in 2020 due to the completion of the regional mobility grant, other revenues are projected to grow by 2% year-over-year.

Reserves Expended is to offset any potential operating losses. The offsets start in 2020 and the reserve will be depleted at the beginning of 2022.

2021-2025 Expense Projections:

Salaries and Benefits will see a bump in 2020 due to adjustments made from the wage analysis conducted in 2019. Thereafter wages are projected to grow by 4% year-over-year.

All other expenses have been projected to increase by 4% year-over-year.

Reserves Allocated is funding set aside to offset any future Net Operating Deficits.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 4 – *Actionable*

Subject: Surplus IT Equipment

Prepared by: Danette Brannin, General Manager **Approved by:** Danette Brannin, General Manager

Date: March 17, 2020

Background:

Attached is a list of IT items no longer in use or useful. It is recommended to surplus the assets listed.

Summary: Approve surplusing certain identified IT equipment.

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-06 regarding the disposal of the assets as set forth in Exhibit A to that resolution.

LIST OF ITEMS FOR SURPLUS

Description	Asset Tag	Serial Number
Dell P1913t	N/A	CN-0PUGRC-74445-386-237M
HANNS-G JW199DPBUF100	N/A	651GT3JY13177
HANNS-G JC199DPBUFB00	N/A	706GJ3JY02671
HP Compaq 1825	N/A	TW241PB645
Dell P1913t	18-2494	CN-0PVGRC-74445-4CP-AL1M
Hp Compaq 1825	N/A	HU246PA124
HANNS-G JW199DPBUF100	N/A	651GT3JY09324
Dell P1914Sf	16-1476	CN-0YGP39-72872-46C-EDPL
HANNS-G JC199DPBUFB00	N/A	706GJ3JY02669
Dell G2410t	N/A	CN-0U334K-74445-99P-205U
HP P9615A	N/A	CNP518Z0WX
HP Compaq 1825	18-2544	TW241PB694
Hp Compaq 1825	N/A	TW240PA135
HP Compaq 1825	N/A	TW241PB665
HP Compaq 1825	N/A	TW241PB507
Hp Compaq 1825	N/A	TW241PB696
HP W2082a	N/A	CNC621NSVB
HP PE1230	N/A	CNB43301XT
HP Compaq LE2202X	16-1943	3CQ2282BV6
Dell E1910Hc	N/A	CN-0D176P-64180-0C9-23US
Dell P1014SF	N/A	CN-0YGP39-72872-4BM-DK0L
Dell E1910Hc	N/A	CN-0D176P-64180-0C9-27MS
Dell P2214Hb	16-1628	CN-0KW14V-74261-392-262L
Dell P2214Hb	16-1629	CN-0KW14V-74261-392-269L
HP LaserJet 3050	N/A	CNBJ166268
HP 1040 Fax	16-1661	CN62MAJ4MG
Box of Misc Cables		
Dell Optiplex 9020	16-1565	4SX4FZ1
HP Compaq Pro 6300 SFF	19-2690	2UA2480PXK
Dell Optiplex 9020	16-1559	4SR2FZ1
Dell Vostro 260s	18-2488	B97RVR1
Dell Optiplex 9020	16-1599	4SR3FZ1
Dell Vostro 270s	1451	8TQ9DX1
Dell Optiplex 380	16-1459	GGC4BP1
Dell Optiplex 9020	16-1625	4SX3FZ1
Dell Vostro 270s	18-2553	DQNZNV1
Dell Vostro 270s	16-1635	6F6MFX1

LIST OF ITEMS FOR SURPLUS

Dell Vostro 270s	16-1649	6F5MFX1
Dell Vostro 260s	1310	BQ96VR1
Dell Vostro 270s	16-1511	6GQLFX1
HP Compaq Elite 8300	16-1502	2UA2410WLC
HP Compaq Elite 8300	16-1532	2UA2461F95
Dell Optiplex 380	16-2377	DFS6CP1
Dell Optiplex 380	11-1274	4FBMNN1
Dell Vostro 460	16-1807	4DHYJS1
Dell Vostro 260s	11-1299	BQB0VR1
Dell Optiplex 9020	19-2688	HQY7P22
Dell Optiplex 9020	18-2543	3928D42
Dell Vostro 270s	18-2534	GVVBFX1
Dell Vostro 270s	18-2535	GVPDFX1
Dell Vostro 260s	16-1414	B98RVR1
HP Compaq Pro 6300 SFF	18-2529	2UA2480PXL
Optiplex 3030 AIO Series	16-1907	GMPQ842
Optiplex 3030 AIO Series	16-1909	GM8Q842
Optiplex 3030 AIO Series	16-1911	GN1Q842
Optiplex 3030 AIO Series	16-1913	GMXM842
Optiplex 3030 AIO Series	16-1915	J4HN842
Optiplex 3030 AIO Series	18-2477	4DR4FY1
Optiplex 3030 AIO Series	18-2478	GMTL842
Optiplex 3030 AIO Series	18-2479	GMPP842
Dell Optiplex 380	1275	4FBLNN1
Dell Optiplex 9020	16-1942	4SX2FZ1
Dell Vostro 270s	16-2359	6F3KFX1

RESOLUTION NO. 2020-06

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE DISPOSAL OF SURPLUS EQUIPMENT.

WHEREAS, the Mason Transit Authority has adopted policies to ensure the fair, impartial, responsible and practical disposition of surplus property of MTA and such policies ensure that the public shall receive the greatest value for such items; and

WHEREAS, certain equipment as set forth in Exhibit A attached hereto have been deemed no longer useful; and

WHEREAS, there is value to these items and by the disposal of such assets, MTA will be able to use the funds for other current needs of MTA;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the items identified on Exhibit A attached hereto be deemed surplus and that the items to be sold pursuant to MTA's disposition of surplus property policy.

Adopted this 17th day of March, 2020.

Wes Martin, Chair	Sharon Trask, Vice-Chair
John Campbell, Authority Member	Kevin Dorcy, Authority Member
Matt Jewett, Authority Member	Randy Neatherlin, Authority Member
Dalamate Dalamate A. Harrita Manufact	
Deborah Petersen, Authority Member	Kevin Shutty, Authority Member

Resolution No. 2020-06 Page 1 of 2

Sandy Tarzwell, Authority M	ember	
APPROVED AS TO CONTENT	Γ: Danette Brannin, General Manager	
APPROVED AS TO FORM: _	Robert W. Johnson, Legal Counsel	
ATTEST:Tracy Becht, Clerk	DATE:	

Resolution No. 2020-06 Page 2 of 2

EXHIBIT A TO RESOLUTION NO. 2020-06 LIST OF ITEMS FOR SURPLUS

Description	Asset Tag	Serial Number
Dell P1913t	N/A	CN-0PUGRC-74445-386-237M
HANNS-G JW199DPBUF100	N/A	651GT3JY13177
HANNS-G JC199DPBUFB00	N/A	706GJ3JY02671
HP Compaq 1825	N/A	TW241PB645
Dell P1913t	18-2494	CN-0PVGRC-74445-4CP-AL1M
Hp Compaq 1825	N/A	HU246PA124
HANNS-G JW199DPBUF100	N/A	651GT3JY09324
Dell P1914Sf	16-1476	CN-0YGP39-72872-46C-EDPL
HANNS-G JC199DPBUFB00	N/A	706GJ3JY02669
Dell G2410t	N/A	CN-0U334K-74445-99P-205U
HP P9615A	N/A	CNP518Z0WX
HP Compaq 1825	18-2544	TW241PB694
Hp Compaq 1825	N/A	TW240PA135
HP Compaq 1825	N/A	TW241PB665
HP Compaq 1825	N/A	TW241PB507
Hp Compaq 1825	N/A	TW241PB696
HP W2082a	N/A	CNC621NSVB
HP PE1230	N/A	CNB43301XT
HP Compaq LE2202X	16-1943	3CQ2282BV6
Dell E1910Hc	N/A	CN-0D176P-64180-0C9-23US
Dell P1014SF	N/A	CN-0YGP39-72872-4BM-DK0L
Dell E1910Hc	N/A	CN-0D176P-64180-0C9-27MS
Dell P2214Hb	16-1628	CN-0KW14V-74261-392-262L
Dell P2214Hb	16-1629	CN-0KW14V-74261-392-269L
HP LaserJet 3050	N/A	CNBJ166268
HP 1040 Fax	16-1661	CN62MAJ4MG
Box of Misc Cables		
Dell Optiplex 9020	16-1565	4SX4FZ1
HP Compaq Pro 6300 SFF	19-2690	2UA2480PXK
Dell Optiplex 9020	16-1559	4SR2FZ1
Dell Vostro 260s	18-2488	B97RVR1
Dell Optiplex 9020	16-1599	4SR3FZ1
Dell Vostro 270s	1451	8TQ9DX1
Dell Optiplex 380	16-1459	GGC4BP1
Dell Optiplex 9020	16-1625	4SX3FZ1
Dell Vostro 270s	18-2553	DQNZNV1
Dell Vostro 270s	16-1635	6F6MFX1

EXHIBIT A TO RESOLUTION NO. 2020-06 LIST OF ITEMS FOR SURPLUS

Dell Vostro 270s	16-1649	6F5MFX1
Dell Vostro 260s	1310	BQ96VR1
Dell Vostro 270s	16-1511	6GQLFX1
HP Compaq Elite 8300	16-1502	2UA2410WLC
HP Compaq Elite 8300	16-1532	2UA2461F95
Dell Optiplex 380	16-2377	DFS6CP1
Dell Optiplex 380	11-1274	4FBMNN1
Dell Vostro 460	16-1807	4DHYJS1
Dell Vostro 260s	11-1299	BQB0VR1
Dell Optiplex 9020	19-2688	HQY7P22
Dell Optiplex 9020	18-2543	3928D42
Dell Vostro 270s	18-2534	GVVBFX1
Dell Vostro 270s	18-2535	GVPDFX1
Dell Vostro 260s	16-1414	B98RVR1
HP Compaq Pro 6300 SFF	18-2529	2UA2480PXL
Optiplex 3030 AIO Series	16-1907	GMPQ842
Optiplex 3030 AIO Series	16-1909	GM8Q842
Optiplex 3030 AIO Series	16-1911	GN1Q842
Optiplex 3030 AIO Series	16-1913	GMXM842
Optiplex 3030 AIO Series	16-1915	J4HN842
Optiplex 3030 AIO Series	18-2477	4DR4FY1
Optiplex 3030 AIO Series	18-2478	GMTL842
Optiplex 3030 AIO Series	18-2479	GMPP842
Dell Optiplex 380	1275	4FBLNN1
Dell Optiplex 9020	16-1942	4SX2FZ1
Dell Vostro 270s	16-2359	6F3KFX1

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*

Subject: COVID-19 Supplemental Leave Authorization Policy (POL-312)

Prepared by: Danette Brannin, General Manager **Approved by:** Danette Brannin, General Manager

Date: March 17, 2020

Background:

The recent Emergency Proclamation 20-05 of Washington State Governor Jay Inslee relating to COVID-19 and other governmental actions in its effort to control the spread the virus is the purpose for the request of a supplemental leave authorization policy. This policy is distinct from and in addition to other types of leave pursuant to MTA policy.

We believe that providing this supplemental leave authorization will help to reduce the risk of transmission of COVID-19 in our workplace and community by increasing the likelihood that employees or those that reside with someone who exhibits any of the Common Symptoms (as defined in the policy) will remain away from the workplace until they no longer have the potential to infect others.

This supplemental leave authorization strictly relates to the COVID-19 and outlines the circumstances in which an employee may use the supplemental leave and when they may return to work after there are no longer any Common Symptoms.

This policy has been reviewed by legal counsel.

Summary: Approve COVID-19 Supplemental Leave Authorization Policy (POL-312)

Fiscal Impact:

TBD.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2020-07 and the attached COVID-19 Supplemental Leave Authorization Policy (POL-312).



Title: Covid-19 Supplemental Leave Authorization

Number: 3XX12

Effective: March 17, 2020

Cancels: N/A

Prepared by: Danette Brannin, General Manager

Approved by: Authority Board

Resolution No. 2020-XX07

POL-XX COVID-19 SUPPLEMENTAL LEAVE AUTHORIZATION

This policy applies to all Mason Transit Authority (MTA) regular full-time employees and Primary Worker/Driver employees.

1.0 Purpose

- 1.1 On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: "On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington...I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington..." COVID-19 is a respiratory disease caused by a new virus called SARS-COV-2. The most common symptoms of the disease are fever, cough, and shortness of breath. Most people with COVID-19 will experience mild disease but some may get sicker and may need to be hospitalized. COVID-19 may result in death among vulnerable members of the population.
- **1.2** MTA provides paid time off for vacation, personal days and sick leave to all full-time employees and personal days and sick leave to those in the Worker/Driver classification as described in the Employee Handbook and Policies.
- 1.3 The purpose of this COVID-19 Supplemental Leave Authorization is to provide MTA employees with supplemental leave that is distinct from and in addition to other types of leave pursuant to MTA policy. It is in the best interest of all MTA employees to avoid the spread of COVID-19 in our workplace and in our community to the extent possible. Accordingly, MTA's intent in providing this supplemental leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who exhibit any of the common symptoms of COVID-19, namely fever, cough, or shortness of breath (the "Common Symptoms"), or who

COVID-19 Supplemental Leave Authorization

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reside with someone who exhibits any of those symptoms, will remain away from the workplace until they no longer have the potential to infect others.

2.0 Supplemental Leave Authorization

- 2.1 Effective immediately, all MTA employees are eligible for COVID-19 Supplemental Leave ("Supplemental Leave"), subject to the terms and conditions set forth herein. Regular full-time employees are eligible for eighty (80) hours of Supplemental Leave; Worker/Drivers are eligible for fifty (50) hours of Supplemental Leave. The amount of Supplemental Leave granted under this Authorization may be increased, at the discretion of the General Manager and notification to the Board.
- weeks. Worker/Drivers work 5 hours a day.

Commented [DB1]: This would cover all employees for 2

- **2.2** An employee is authorized to use Supplemental Leave for the following reasons:
 - An absence resulting from the employee having tested positive for COVID-19, or exhibiting any of the Common Symptoms of COVID-19;
 - An absence resulting from the employee residing with someone who has tested positive for COVID-19 or who exhibits any of the Common Symptoms;
 - o When the employee's child's school or place of care has been closed for reasons related to COVID-19, in which case Supplemental Leave may be used until alternate care is established;
 - When the employee's workplace has been closed by order of a public official or by the General Manager for reasons related to COVID-19.
- 2.3 Any employee who experiences any of the Common Symptoms while at work shall inform his or her supervisor immediately and shall leave the workplace. In that event, the employee shall receive paid administrative leave for the balance of that workday. Any employee who experiences any of the Common Symptoms before reporting to work, or who resides with someone who exhibits any Common Symptoms, shall remain at home and shall contact his or her supervisor as soon as possible.
- 2.4 Any employee who reports any of the Common Symptoms or tests positive for COVID-19, or who resides with someone who exhibits any Common Symptoms or tests positive, will be required to remain at home or under prescribed care until 72 hours after the symptoms get better or, if under medical care, until medically cleared to return to work. For regular full-time employees who are absent from work under these circumstances, the first eighty (80) hours of leave will be

 $COVID\text{-}19\ Supplemental\ Leave\ Authorization$

Page 2 of 3

charged to Supplemental Leave. For Primary Worker/Drivers who are absent from work under these circumstances, the first fifty (50) hours of leave will be charged to Supplemental Leave. Any absence beyond that which is covered by Supplemental Leave will be charged to vacation or sick leave according to the policies set forth for such usage before leave without pay is granted. Supplemental Leave will be compensated in the same manner as MTA calculates wages for other leave classifications.

- 2.5 Supplemental Leave may be used in increments of no less than eight (8) hours for regular full-time employees and five (5) hours for Primary Worker/Driver employees.
- 2.6 If the need for Supplemental Leave is foreseeable, the employee must provide reasonable advance notice to his or her supervisor. If the need is not foreseeable, the employee must notify his or her supervisor as soon as practicable.
- 2.7 Supplemental Leave shall be available until the General Manager, in sole discretion, determines that this Authorization is no longer needed. Any unused Supplemental Leave shall be forfeited and will not be paid out upon termination of this Authorization.
- 2.8 Unused Supplemental Leave will not be paid out upon separation from employment.
- 2.9 This Authorization addresses absences for reasons associated with preventing or containing the spread of COVID-19 and does not cover absences for any other reason. The terms and conditions set forth herein do not replace, amend, or supplement any terms or conditions of employment stated in any other MTA policy or in the Collective Bargaining Agreements between MTA and the International Association of Aerospace and Machinist, Local Lodge 160.
- **2.10** MTA may require an employee who uses Supplemental Leave to provide certification that the Supplemental Leave was used for a proper purpose as set forth in this Authorization. Any absence that is improperly charged to Supplemental Leave will be charged to that employee's vacation or appropriate sick leave, or, if none, as unpaid leave, and any unused Supplemental Leave will be forfeited.
- **2.11** Supplemental Leave is not eligible for donation under MTA's Shared Leave program.

RESOLUTION NO. 2020-07

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD ADOPTING A COVID-19 SUPPLEMENTAL LEAVE AUTHORIZATION POLICY (POL-312).

WHEREAS, the Mason Transit Authority Board desires to provide MTA employees with supplemental leave that is distinct from and in addition to other types of leave pursuant to MTA policy; and

WHEREAS, it is in the best interest of all MTA employees to avoid the spread of COVID-19 in our workplace and our community to the extent possible; and

WHEREAS, MTA's intent in providing this supplemental leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who exhibit any of the Common Symptoms (as defined in the policy) will remain away from the workplace until they no longer have the potential to infect others;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the COVID-19 Supplemental Leave Authorization Policy (POL-312), which is attached hereto and incorporated herein, be established and adopted.

Adopted this 17th day of March, 2020.

Wes Martin, Chair	Sharon Trask, Vice-Chair
John Campbell, Authority Member	Kevin Dorcy, Authority Member
Matt Jewett, Authority Member	Randy Neatherlin, Authority Member
Deborah Petersen, Authority Member	Kevin Shutty, Authority Member

Resolution No. 2020-07 Page 1 of 2

Sandy Tarzwell, Authority M	lember	
APPROVED AS TO CONTEN		
	Danette Brannin, General Manager	
APPROVED AS TO FORM:		
Ī	Robert W. Johnson, Legal Counsel	
	-	
ATTEST:	_DATE:	
Tracy Becht, Clerk	of the Board	

Resolution No. 2020-07 Page 2 of 2

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6 – *Actionable*

Subject: Ecolane Software License & Services Agreement for Scheduling

Software

Prepared by: Danette Brannin, General Manager **Approved by:** Danette Brannin, General Manager

Date: March 17, 2020

Background:

As part of our bus technology implementation, MTA desired new scheduling software. Our current software for scheduling Dial-a-Ride is outdated and no longer supported.

MTA had previously contracted with Doublemap and Doublemap contracted with Ecolane as a third party to provide scheduling software. The move from our current software to Ecolane was almost done. All that was left of the implementation was training for the Comm Center staff and go live. MTA canceled the contract with Doublemap for breach, and therefore the contract between Doublemap and Ecolane was canceled as well, leaving us without the new scheduling software needed.

Since the implementation was so far along, legal advice was sought as to whether we could consider Ecolane as a sole source. Approval was given.

Attached is the agreement between Ecolane and MTA for consideration.

Summary: Approve the General Manager to sign the Software License & Services Agreement with Ecolane.

Fiscal Impact:

\$86,424.80 initial licenses and equipment; \$33,996 annual licensing per year for years 2-5.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the General Manager to sign the Software License & Services Agreement with Ecolane.

ECOLANE USA INC.

SOFTWARE LICENSE & SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (this "Agreement") is made and entered into as of March 9, 2020 by and between Ecolane USA Inc., a Delaware corporation ("Licensor"), located at 940 West Valley Road, Suite 1400, Wayne, PA 19087 and Mason Transit Authority ("Licensee") located at 790 East Johns Prairie Road, Sheldon, WA 98584. Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

1. AGREEMENT DEFINITIONS

- 1.1 "Confidential Information" means information relating to or disclosed in the course of, or in connection with this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to a Party, including, but not limited to, information concerning such Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other unpublished information.
- 1.2 **"Contractor"** means a non-employee individual or business hired by Licensee to perform on Licensee's behalf certain functions permitted hereunder.
- 1.3 "Documentation" means Licensor's User Guides and Training Manuals and any other written materials provided by Licensor for aid in the use and operation of the Licensor Software that Licensor indicates in writing as constituting "Documentation" under this Agreement.
- "Intellectual Property Rights" means all patents, inventions, trademarks, service marks, copyrights, moral rights, trade secrets, database rights, rights in designs, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration, and whether subsisting in the United States or any other part of the world, together with all or any goodwill relating to the same.
- 1.5 "License Date" has the meaning set forth in Section 3.
- "Licensor Software" means Licensor's Ecolane DRT software, in object code format, licensed to Licensee hereunder and, in the event, Licensee purchases applicable license, all updates and upgrades provided under the Support Services, if any. The "Mobile Module" shall be deemed part of the Licensor Software for all purposes.
- 1.7 "Mobile Module" means the portion of Licensor Software that is installed on a mobile unit.
- 1.8 "Support Services" means Licensor's support and maintenance services described on Exhibit B.
- 1.9 "Support Period" means the time period during which Licensee is current in license fees.

2. SOFTWARE LICENSE

- 2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license to use and otherwise access the Licensor Software, Mobile Module, and Documentation, all for Licensee's own internal business uses. Under the foregoing license, Licensee may either (a) install and/or host the Licensor Software and/or Mobile Module on Licensor's provided hardware, as agreed by the Parties under a separate written installation and hosting agreement that shall include a right for Licensee to terminate, at its convenience, Licensor's hosting of the Licensor Software without unreasonable penalties for early termination, (b) install and/or host the Licensor Software and/or Mobile Module on Licensee's, or its designated Contractor's, hardware in accord with Sections 2.2, 2.3, and 2.4, or (c) any combination of the foregoing (a) and (b).
- 2.2 License Restrictions; Licensee Rights and Obligations.

Licensee shall not:

a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software,

- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs, absent Licensor's written consent,
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except as expressly permitted hereunder),
- d. only install and use the Mobile Module on a mobile unit approved by Licensor,
- e. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software, or
- f. Except as set forth in Sections 2.3, 2.4, or as otherwise may be agreed to in writing by Licensor, permit any third party to use the Licensor Software or Documentation or use the Licensor Software or Documentation on behalf of or for the benefit of any third party in any way whatsoever.
- 2.3 Copies; Records. Licensee may make only so many copies of the Mobile Module as are reasonably necessary for operational security and for its permitted use hereunder. Licensee shall supervise and control and maintain accurate and complete records regarding the use and location of the Mobile Module Software and Documentation, and the access to the Licensor Software.
- 2.4 Limited Use by Contractors. Licensee may allow its Contractors to exercise the rights granted hereunder on behalf of Licensee and solely for Licensee's benefit, provided that (a) Licensee ensures that such Contractors use the Licensor Software only in accordance with the terms of this Agreement and (b) Contractors are subject to confidentiality obligations substantially similar to Licensee's obligations herein. Licensee shall be fully responsible for any breach of this Agreement caused by Contractors.
- 3. DELIVERY ACCESS. On or before the 120 days following the date hereof, Licensor shall (a) deliver the number of copies of Software and Documentation, all as may be identified on Exhibit A, by electronic means, and/or (b) provide access to the Licensor Software. The first date of such delivery or access shall be referred to herein as the "License Date". Licensor shall use commercially reasonable efforts to make the Licensor Software available for the hours and days as described in Exhibit A beginning on the License Date. Scheduled maintenance done by Licensor will be done outside Licensee's scheduled hours of availability as identified in Exhibit B.
- 4. PROPRIETARY RIGHTS. Licensor (and/or its affiliates or vendors) retain all right, title and interest in and to the Licensor Software and Documentation, including, without limitation, all Intellectual Property Rights related thereto and all modifications thereof. The Parties acknowledge each other's trademark rights, and except as permitted by Section 15.11, neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Nothing in this Agreement assigns any rights, title or interest in any Licensor's (and/or its affiliates' or vendors') Intellectual Property Rights to Licensee.

5. SERVICES.

- 5.1 Support Services. Licensor shall provide Support Services commencing on the License Date on the terms and conditions set forth on Exhibit B.
- 5.2 Installation Assistance, Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with any installation assistance of Mobile Modules, training or other services, the terms and conditions of such services will be identified on Exhibit A or another Exhibit to this Agreement.
- Custom Development. If Licensor agrees to perform any customized software development work for Licensee that the parties intend for Licensee to own, Licensee will have no such ownership rights unless the parties mutually execute a written addendum to this Agreement that fully satisfies the following conditions: (i) the scope and description of the mutually agreed work product is described, and (ii) the addendum includes an express statement that such work product is "intended to be a work made for hire for, and owned by, Licensee". Notwithstanding the foregoing or any content of any such addendum, in no case whatsoever does Licensor assign or otherwise transfer to Licensee any right, title or interest in or to Licensor Software, Documentation or any other preexisting Intellectual Property Rights of Licensor.

6. GENERAL OBLIGATIONS OF LICENSEE

Licensee shall (a) promptly provide Licensor and its authorized agents with such information and assistance as may be reasonably requested in order to carry out its obligations hereunder, (b) without charge, provide suitable office accommodation, materials, equipment and support services (including use of telephone and support services) reasonably requested in connection with performance of any services at Licensee's premises ordered by Licensee under Section 5, (c) procure all necessary rights from third parties (including intellectual property licenses in relation to Licensee's computer software) which are from time to time required in order for Licensor to provide services in an authorized and legal manner, and (d) with ten (10) days advance notice, permit Licensor and its authorized representatives to enter on to Licensee's premises or mobile units where the Mobile Modules or Documentation are located or from where the Licensor Software is accessed or services are provided in order to verify Licensee's compliance with the terms of this Agreement. In connection with this review, Licensor may inspect records directly related to Licensee's performance of this Agreement or use of Licensor Software or Documentation kept by or on behalf of the Licensee and make copies of the same.

7. FEES AND PAYMENT.

- 7.1 **Payment.** Licensee agrees to pay Licensor the fees specified in Exhibit A in accordance with the payment schedules set forth in Exhibit A. The Parties agree to the allocation of the fees and payments to software, service (if any) and hardware (if any) as designated on Exhibit A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Exhibit A no later than thirty (30) days following the receipt of a written invoice. Any overdue payments will bear interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed under applicable law until the overdue payment and accrued interest are fully paid.
- 7.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may be due under this Agreement and Licensor will use commercially reasonable efforts to identify any applicable taxes on its invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes; Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes. Notwithstanding the foregoing, in no event shall Licensee be obligated to pay any tax paid or owed on income or net worth of Licensor or paid for Licensor's doing business in any particular locality or jurisdiction.

8. WARRANTIES.

- 8.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) the tangible media on which the Mobile Module resides, if applicable, shall be free of material defects in workmanship, design and material, (b) neither the Licensor Software nor the Documentation infringes, misappropriates or otherwise violates any U.S. Intellectual Property Rights of any third parties, (c) the Licensor Software does not contain any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (d) Licensor Software will operate substantially in accordance with the Documentation. The warranties set forth in Section 8.1 ("Software Warranties") shall survive for a period of three hundred sixty-five days (365) days following the License Date ("Warranty Period"). In the event of a breach of a Software Warranty reported to Licensor in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee. The Software Warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that has been caused by Licensee's failure to use the Licensor Software in accordance with the Documentation requirements, any misuse, corruption, or abuse of, or modification to, the Licensor Software by Licensee or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 8.2 **Licensor Services Warranties.** Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services and such warranties shall survive for thirty days following performance of the services. Licensee's sole remedy for breach of a warranty in Section 8.2 shall be to notify Licensor of any breach within ninety (90) day following

performance of the services and have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee.

- 8.3 **Licensor General Warranties.** Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which Licensor is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against Licensor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to perform its obligations hereunder.
- 8.5 **Disclaimer of Warranty.** EXCEPT AS SET FORTH IN SECTIONS 8.1 to 8.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.
- Limitation of liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY, UNLESS SUCH CLAIMS ARISE OUT OF THE INDEMNITY OBLIGATIONS UNDER SECTIONS 10.1 AND 10.4 OR ARE DUE TO A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9. LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF ANY CLAIM. A "CLAIM" IS WHEN ANY OCCURRENCE GIVING RISE TO LICENSOR LIABILITY HEREUNDER IS KNOWN TO LICENSEE OR SHOULD BE KNOWN.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Ecolane Products has been incorporated or installed) in conjunction with the use or operation of Licensor Software and Mobile Modules (the "Ecolane Products"), (ii) Licensor shall not be liable to Licensee for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Licensee in conjunction with or separate from the use of the Ecolane Products, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any third party agreements pursuant to which Ecolane Products are provided to a third party.

Licensee agrees that, to the fullest extent permitted by law, Licensor shall not be liable to Licensee or any third party for any special, indirect or consequential damages of any kind arising directly or indirectly from the use of or inability to use Ecolane Products including any claim for lost revenue, profit, data, privacy, security, interruption or loss of service or use of the products, or any loss of business even if Licensor has been advised of the possibility of such damages.

9. CONFIDENTIALITY.

- 9.1 **Confidentiality Obligations.** Each Party acknowledges that Confidential Information may be disclosed to the other Party during the course of this Agreement. Each Party agrees that, during and following the term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than to carry out its rights and obligations hereunder, and (b) prevent the disclosure of the other Party's Confidential Information, other than to its employees or Contractors who must have access to such Confidential Information for such Party to exercise its rights and perform its obligations hereunder and who each agree to be bound by agreements with a duty of confidentiality no less protective of confidential information than provided herein.
- 9.2 Exclusions. The Parties' obligations set forth in Section 9.1 shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed in accordance with the state Public Information Act, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide the disclosing Party notice of such possible disclosure prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.
- 9.3 **Return of Confidential Information.** Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

10. INDEMNIFICATION.

- Indemnification by Licensor. Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense ("Damages"), to the extent such Damages arise out of or relate to a third-party claim that the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. Intellectual Property Rights. Licensor's indemnity obligation shall not extend to claims based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 10.2 Notification of 3rd Party Claims. Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 10.3 **Remedies.** If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated claim, or adjudication, that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over the initial term of this Agreement.
- 10.4 **Indemnification by Licensee**. Licensee shall indemnify, defend and hold harmless Licensor, and their officers, directors, employees, and agents ("Indemnified Parties") from and against any and all claims made or threatened by any third party and all Damages, to the extent such Damages arise out of or relate to (a) Licensee's breach of the obligations assumed under this Agreement, or (b) an

- infringement or related claim that unauthorized modification, combination or use of the Licensor Software made by Licensee.
- 10.5. Defense and Settlement. A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such claim made against it for which it is entitled to indemnity hereunder. Each party shall cooperate with the other party and in the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to consent to the terms of any settlement or compromise with respect to such matter, and such approval shall not be unreasonably withheld by Indemnified Party.
- 11. **EXPORT CONTROL.** The Parties agree that Licensee shall not, and shall not permit, use of the Licensor Software and Documentation outside of the United States and Canada. To the extent Licensee seeks to use Licensor Software and Documentation outside of the United States and Canada, Licensee shall be solely responsible for full compliance with all export and import laws and restrictions and regulations of any United States or foreign agency or authority and shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the same.
- 12. NOTICES. Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Exhibit A.

13. TERM AND TERMINATION.

- 13.1 **Term.** Unless terminated earlier in accordance with Section 13.2, this Agreement shall remain in effect for the applicable term or terms set forth on Exhibit A, as the term or terms may vary for the license to the Licensed Software and Documentation and the Support Services or other services. The term of the agreement will commence upon contract signing and will continue for as long as license fees are maintained. In the case where the base agreement expires and neither party has extended the said base agreement, this agreement will renew automatically each year, until a new agreement is signed.
- 13.2 **Termination; Effect of Termination.** A Party may terminate this Agreement prior to the expiration of an applicable term as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 9, or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return the Licensor Software and Documentation to Licensor, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor may be entitled to. Any fees paid by Licensee for services note performed by Licensor as of the termination date will be refunded, within 90 days following termination.
- **SURVIVAL.** Sections 1, 2.2, 4, 8.5, 8.6, 9, 10, 12, 13, 14 and 15 shall survive termination of this Agreement for any reason.

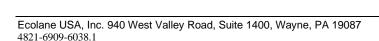
15. GENERAL

15.1 **Entire Agreement**. This Agreement (including the Exhibits) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.

- 15.2 **Independent Contractors**. In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor who acquired substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.
- No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 15.5 **Severability/Waiver**. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- Dispute Resolution. In the event any controversy or claim arises in connection with any provision of this Agreement, or in connection with the rights or obligations of the Parties to this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to the appropriate executives at the Director level or higher for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and as soon as possible but no later than fifteen (15) days after such notice such representatives of the Parties shall meet for attempted resolution by good faith negotiations. If such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. The parties agree that the State of Tennessee shall be the venue where disputes are settled.
- 15.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington-Tennessee, without regard to its conflicts of law principles or to the United Nations Convention on Contracts for the International Sale of Goods. For purposes of all claims brought under this Agreement, each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in State of Washington-Tennessee. Notwithstanding anything to the contrary set forth in this Agreement, the Parties agree that any threatened or actual violation of Sections 2, 4 or 9, will cause irreparable harm and injury to the Licensor and Licensor shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining Licensee from doing or continuing to do any such act and any other violations or threatened violations of this Agreement, and for purposes of such injunction, each Party hereby irrevocably submits to the exclusive jurisdiction and proper venue of the state and federal courts located in State of Washington-Tennessee.
- 15.8 **Force Majeure.** Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.

- Headings; Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of the Agreement. The expression "person" means any individual, entity, partnership, association, governmental body or the like. The words "include", "includes", "including" and "included" will be construed without limitation. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in the Agreement.
- 15.10 **Counterparts; Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.
- 15.11 **Publicity.** Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

Ecolane US	A Inc.	[LICENSEE, STATE]	
Signature:		Signature:	
Printed Nam	e: Steve Ross	Printed Name: Danette Brannin	
Title <u>:</u>	CEO	Title: General Manager	
Date:		Date:	

[Remainder of page intentionally left blank]



EXHIBIT A

License Terms

This Exhibit A is made part of and incorporated in that certain Software License & Services Agreement ("**Agreement**"), dated March 9, 2020 by and between Ecolane USA Inc., a Delaware corporation ("**Licensee**" or "**Ecolane**"), and Mason Transit Authority ("**Licensee**" or "**Customer**").

A. Pricing/Payment

Fee for license to Licensor Software: \$86,424.80.

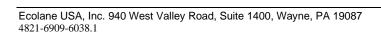
Annual Maintenance and Hosting fee, beginning in Year 2: \$33,996.00

Additional licenses may be procured through Ecolane by written agreement at current list pricing at the time of purchase.

Pricing Terms: 75% due at system set up

20% due at completion of training

5% due at system acceptance



Ecolane	Price Quote -Revised Ecolane 940 W Valley Rd, Suite 1400 Wayne, PA 19087		
Leolune	844-ECO-LANE 610-312-0033 SALES@ECOLANE.COM		
DATE //6/2020	TRANSIT AGENCY NAME Mason Transit Authority	ADDRESS 790 East Johns Praire Road	CITY, STATE ZIP Sheldon, WA 98584
PROJECT RT	ATTENTION Danette Brannin	PHONE 360-432-5750	E-MAIL dbrannin@masontransit.org
BD DIRECTOR Priscilla Vargas	E-MAIL priscilla.vargas@ecolane.com	PHONE 206-799-9574	PRICING TERMS 75% due at system set up
DAYS PRICING IS VALID FOR	DATE PRICE EXPIRES 6/4/2020		20% due at completion of train. 5% due at system acceptance
nitial Licenses			1
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
20	Ecolane DRT/MDT Software License (per vehicle) (unlimited users)	\$4,000.00	\$80,000.0
1	Map data for Service Area - up to 5 contiguous counties	Included	Include
1	Self Service Trip Bookings App with credit card capabilities (flat rate) (3rd party charges	\$29,995.00	\$29,995.00
	will apply) Pre/Post Trip functionality on MDT (flat rate)	\$19,995.00	\$19,995.00
	SMS Text Messaging Arrival Notification License (Includes 10k of SMS Text msg credit to	\$19,995.00	\$19,995.00
	start that never expires) (flat rate) Self-Service Website (flat rate)	\$19,995.00	\$19,995.0
nitial licenses subtotal	Gen-Genvice website (na. rate)	ψ19,330.00	\$169,980.
Discount			\$109,980. 74
	propure applied subtotal		
Initial licenses cost with dis	count applied subtotal		\$44,194.8
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
20	8" Android Tablet, similar to a Samsung Galaxy Tab A, 8" (+\$100 per for 10" tablet) (if	\$294.00	\$5,880.00
20	agency purchases separately, price will be reduced) Vehicle Mounting Hardware (RAM-101U, Otter box type case, and vehicle charger) (additional \$100 per for locking mount hardware) (if agency purchases separately, price will be reduced)	\$199.00	\$3,980.0
1	SMS Text message credit bundle (10,000/bundle) (Never expires until used up	\$1,500.00	\$1,500.0
Additional items subtotal	completely)		\$11,360.
Services			, ,,,,,
QUANTITY	DESCRIPTION Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote	UNIT PRICE	
11	training and project management	\$990.00	\$10,890.0
12	Onsite Training/Go-live days (8 hr. work days)	\$990.00	\$11,880.0
3	Travel for # of Onsite Trips indicated (Onsite Survey, Training, and Go-live)	\$2,700.00	\$8,100.0
Services subtotal			\$30,870.
Annual Licensing Year 1	DESCRIPTION	UNIT PRICE	AMOUNT
QUANTITY	All Inclusive Annual Licensing plan includes support for all licenses listed above and all		
20	items below (per vehicle):	Included	Include
	Hosting Costs		Include
	Server Maintenance		Include
	24/7/365 Support via web, email and phone		Include
	Map Updates		Include
	Upgrades** and Updates		Include
MARINANANANANANANANANANANANANANANANANANAN			

610-312-0033

Included

\$86,424.80

B. Term of License; Term of Support

The term of the Software License shall be from the License Date through 5 full years of use.

The terms of the Support Services shall be from the License Date through 5 full years of use.

The term outlined above will renew annually on the license date above, unless renegotiated by either or both parties with a minimum of 60 days' notice.

Ecolane deploys a learning management system for agency staff training. By signing of this agreement, you agree to mandate that your staff attend and test on the key concepts of the Ecolane software.

C. Delivery & Access Terms:

Delivery of the System. Licensor commits to delivery of the Licensor Software in the timeframe set forth in Section 3 and it shall be deemed fully delivered when the Licensor Software conforms to the Documentation in all material respects; provided, if there are issues preventing Licensor Software from conforming to the Documentation in all material respects, Licensor will seek to remedy the issues as soon as commercially practicable, and provided, further, if Licensee uses the Licensor Software for 14 days in a live environment, then any such issues shall be deemed waived.

System Access. Standard hours of Licensee operations are from 6 AM to 8 PM, Monday through Friday, Pacific standard time zone. The Licensor Software is expected to be available for use from one hour before to one hour after the standard hours; provided Mobile Modules are expressly excluded from the Licensor Software downtime counting, meaning that any downtime experienced by a Mobile Modules is not counted as system downtime. The downtime means a "Critical" level problem as defined in the Support Services.

D. Addresses for Notices:

For Ecolane ("Licensor"):

Ecolane USA Inc.

940 West Valley Road,

Suite 1400

Wayne, PA 19087

Licensor has right to change the address for notifications by notifying Licensee by the means set up in Section 12 of this contract.

For Mason Transit Authority ("Licensee"):

Attention: Danette Brannin 790 East Johns Prairie Road Sheldon, WA 98584

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EXHIBIT B

SUPPORT SERVICES/SERVICE LEVEL AGREEMENT

This Exhibit B is made part of and incorporated in that certain Software License & Services Agreement ("**Agreement**"), dated March 9, 2020 by and between Ecolane USA Inc., a Delaware corporation ("**Licensor**" or "**Ecolane**"), and Mason Transit Authority ("**Licensee**" or "**Customer**").

Overview

Ecolane's Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Licensor Software does not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

Assignment of Service Request Severity

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer's description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Severity	Criteria
Critical	 Customer's production system is down Ecolane product is unusable resulting in total disruption of work or other critical business impact. No workaround is available
High	 Major feature/function failure Operations are severely restricted A workaround is available
Medium	 Minor feature/function failure Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	 Minor issue Documentation, general information, enhancement request, etc.

Response and Resolution Targets

Ecolane Customer Support response and resolution targets are described below:

Response: When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

Web: Ecolane will assign a status and severity and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

E-Mail: An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact between 8 AM and 5 PM EST.

Resolution: An answer, fix or a satisfactory workaround to the support request

Solution: The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
Critical	1 Business Hours	Within 4 hours from actual response	 Satisfactory workaround is provided Product patch is provided Fix incorporated into future release Fix or workaround incorporated into Solution Library
High	8 Business Hours	Within 36 hours from actual response	 Satisfactory workaround is provided Product patch is provided Fix incorporated into future release Fix or workaround incorporated into Solution Library
Medium	24 Business Hours	Within 15 Business Days	 Answer to question is provided Satisfactory workaround is provided Fix or workaround incorporated into Solution Library Fix incorporated into future release
Low	72 Business Hours	Within 30 Business Days	 Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria	
Open	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.	
Responded	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.	
On Hold	n Hold Ecolane is not actively working on the resolution of the service request. Generally, this is due information pending from the submitter of the service request. However, service requests more be put on hold for other reasons as well.	
More Info Required	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.	
Closed	 Closed status reflects that: The customer and the Ecolane agree that a satisfactory resolution has been provided, or The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded. Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question. 	

Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensor Software or Mobile Modules also is not covered in Support Services.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 1 - *Informational*

Subject: Mason Transit Authority Regional Mobility Park and Ride

Progress Update

Prepared by: Patrick Holm, SCJ Alliance

Approved by: Danette Brannin, General Manager

Date: March 17, 2020

Summary for Discussion Purposes:

<u>Project Management</u>: SCJ is continually managing the design team and subconsultant team. SCJ is tracking on-going project progress.

<u>Permitting</u>: Building Permit Plans were submitted 1/8/20 and are currently being reviewed. Plans were also submitted to Belfair Water District for review 1/3/20.

Site permits are all approved for current construction. The SEPA determination was made on 4/12/19.

<u>Log Yard Road/SR 3 Roundabout Project:</u>

Construction

- ACI is progressing construction
 - Upcoming construction includes:
 - Truck Aprons and Center Island
 - Paving of frontage roads

<u>Belfair Park and Ride Project Advertisement:</u> The project was advertised for construction 2/24/20. This date will allow incorporating of Mason County permit comments as an addendum. Bid open date has been changed to 3/20/2020.

<u>Pear Orchard Construction</u>: This project is pending further contamination investigation by the city.

<u>Construction Documents</u>: Construction Document/Bid Packages are ready for Pickering Road and Cole Road.

Other progress: MTA and SCJ are in coordination with WSDOT and Parsons-Scarsella to evaluate the cost of the new Shelton-Matlock park and ride and to prepare a cost sharing agreement. A Local Agency Participating Agreement for Work by WSDOT in currently in review at WSDOT. MTA Legal has reviewed.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report Item 2 – *Informational*

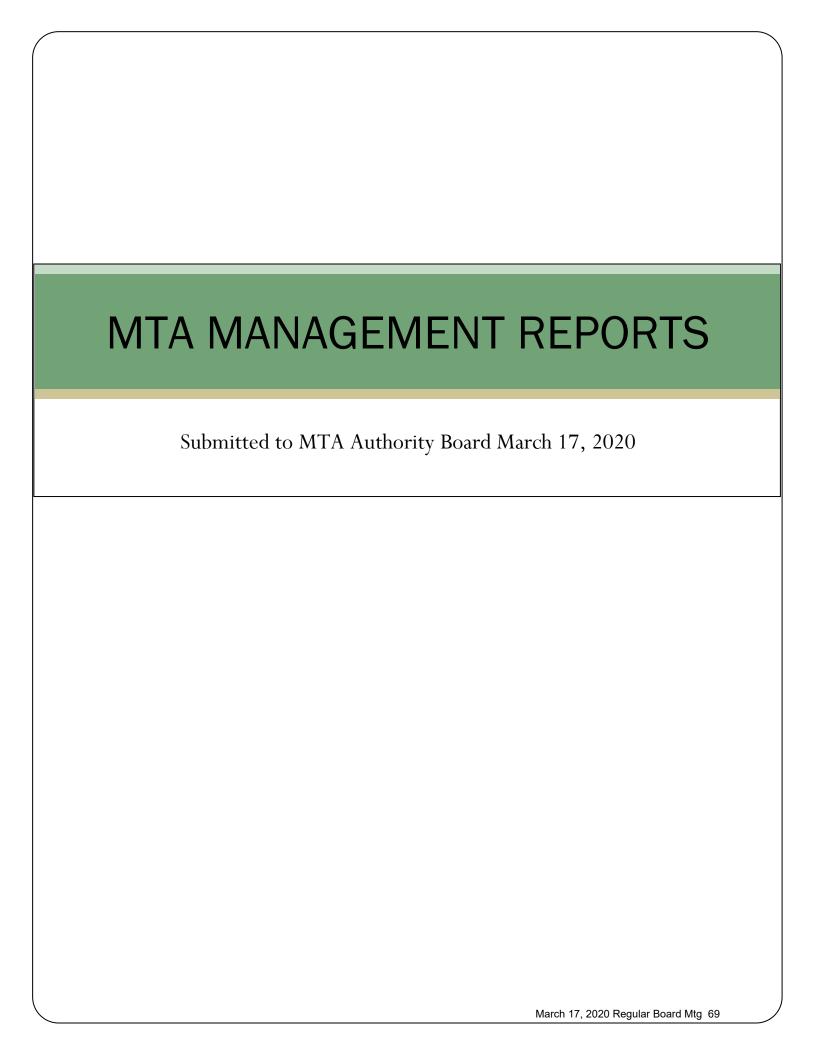
Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant **Approved by:** Danette Brannin, General Manager

Date: March 19, 2020

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.



MTA MANAGEMENT REPORTS | 3/17/2020

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board March 17, 2020

GENERAL MANAGER'S REPORT

Below is a list of major activities for the month:

Park & Ride Development:

- The bid for the North Mason Park & Ride site was released February 24. We will be opening bids March 20 at 11:00am at Johns Prairie.
- Please see Park & Ride Informational page for more details.

T-CC Parking Lot: Construction on the T-CC Parking Lot began March 2, with an expected time frame of completion by April 30.

EDC:

- Met with Jennifer Baria. Executive Director.
- Attended monthly EDC Board Meeting.

PRTPO: Attended PRTPO meeting.

WSTIP: Attended the following meetings:

- Coverage Review Committee
- Prepared for Emerging Risk & Opportunities Committee and met with Member Services Manager on MTA assessment.
- Monthly Executive Committee.
- Governance Policy Committee.
- Emerging Risk & Opportunities Committee.

Grant Application for Vehicles:

- Attended webinar on applying for FTA 5339(b) Bus and Bus Facilities.
- Prepared grant application.
- Coordinated with Tracy on Letters of Support.

External Activities:

- Attended the Transit Bus Summit in Austin, TX. The Summit was a great opportunity to meet with other
 transit leaders across the United States and participate in roundtable topics. It was also an
 opportunity to learn about new and existing products from vendors that serve the transit industry.
- Attended North Mason Chamber of Commerce Gala.
- · Attended Leadership Breakfast for the Governor's Committee on Disability Issues and Employment.

Internal Activities:

- Board Orientation with Matt.
- Met with Marshall on the T-CC Parking Lot project for coordination.
- Met with Operations Manager on results of the discussion at the Governor's Committee on Disability Issues and Employment.
- Reviewed sustainability outlook with Finance.
- Met with Managers to outline a plan for the coronavirus.
- Demo with UniteGPS to look at their subscription service for Automatic Vehicle Locator.
- Met with Employee Engagement Committee.
- Attended webinar from the FTA on the coronavirus.
- Met with Patty Wagon to discuss transportation options.
- Participate in weekly SMTA Legislative calls.
- Various staff meetings.

Board Assistance, Awareness and Support:

Bus Technology: We struggled with the vendor for nearly two years for the contract to be fulfilled. When the timeline continued to move, I had to make an ultimatum that if one more timeline was missed, we would cancel the contract for breach. We have canceled and are working through the details of a refund and starting the process over.

COVID 19: As you can imagine, this is taking much time and energy to ensure staff and riders are protected from the spread of COVID 19 to the extent possible. Managers and I have met to discuss strategies and scenarios of "what ifs." We will continue to keep our eye on the situation and be ready to respond as needed. Mike has reached out to Emergency Management to see what ways we might be of assistance. I will continue to keep the board apprised of situations relating to the virus.

Funding: The Supplemental Transportation budget has been passed and the multi-modal fund is relatively intact through June 30 ,2021. I had hoped funding in the Connecting Washington for our Park & Ride project in the 2021-23 biennium would be moved up into the 2019-2021 biennium. Unfortunately, as part of ensuring funding in the multi-modal account for this biennium, the state is using project underruns and such to bridge the shortage from the impact of I-976.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty **HR Support**

- Participated with the Employee Engagement Committee to review employee survey information received from All-MTA meeting.
- Continued working to implement the new integrated Performance Review program.
- Provided support for several employees for FMLA & fit for duty cases.
- Attended American Public Transportation Association (APTA) transit related Covid-19 informational webinar.
- Provided training to Operations Supervisors to ensure complete understanding of the newly approved MTA Sick Leave Policy.

Wellness

- Facilitated monthly Wellness Committee meeting. The committee is doing an excellent job coming up
 with creative ways to provide awareness, motivation and behavior change to promote wellness across
 the agency and into people's personal lives.
- We are waiting for AWC to release data for the number of enrolled staff in 2020. This is an essential standard to achieve WellCity designation. We had great participation from staff in registering to participate while attending the All-MTA meeting. The biggest obstacle to achieving WellCity in the past has been participation. We are excited for the level of interest in the re-energized wellness program.

Recruiting

• Currently no open positions.

Administrative Functions

- Finalized and submitted annual NTD report.
- Attended WSTIP Emerging Risk & Opportunity Committee meeting.
- Visited Intercity Transit for presentation on scan and toss digital record retention.
- Reviewed sustainability assumptions with Danette prior to informational update to the board.
- Annual report preparation is well underway.
- Drug and Alcohol, WSTA HR & WSTA Finance quarterly committee meetings all cancelled due to concerns over Covid-19.

MAINTENANCE/FACILITIES - Marshall Krier

External Activities:

• I attended the Centralia College Diesel advisory Committee meeting. Discussion topics included curriculum, Work Study program and declining enrollment.

T-CC Facility:

• Conference Room: About 76 people utilized the conference room for various functions in February.

- Kitchen: Kitchen numbers were up in February as Shelton School District began a series of cooking classes for S.S.D. staff. These classes attracted around 60 future chefs.
- **Gym**: February events in at the T-CC this month resulted in 1,578 visitors. CHOICE PE attendance came in at 563 students for February classes. Over 370 pickle ball players participated in the Shelton Parks and Recreations program this February. MTA hosted our annual "All-Staff" meeting that welcomed over 90 employees for our yearly get together. Thank you, Tracy Becht, Mike Morrison and Steve Weisenbach for all your hard work! We hosted a Celebration of Life that drew over 150 people from the community. Our new 4-H Archery program on the 2nd and 4th Fridays of each month hosted 42 archers participating in the program. Special Olympics Basketball players finished up their season with 75 athletes visiting the T-CC. We hosted the United Way Charity auction that welcomed almost 200 Valentine's day bidders. South Mason Youth Soccer Club held their awards banquet in the gym that attracted at least 75 young athletes. 1578 people utilized the gym in February.
- Operations: Supported Trina G., Joseph H., and John M., with OP's issues. Coordinated with Operations ticket office employees for lunch and shift coverages.

Projects/Purchases

- The 5-year elevator, fire alarm and sprinkler services were performed.
- Parking lot construction commenced, and lot procedures/schedules confirmed with T-CC staff, tenants, and operations supervisors.

Johns Prairie and Belfair Building Projects/Purchases/Maintenance:

- Septic issues have plagued us this month; however, all repairs have been performed and things are flowing again.
- We are busy painting and reorganizing offices in the administration area.
- Evaluating and obtaining estimates for fall protection equipment.
- Performing restroom repairs for Belfair building.

Vehicle Projects/Purchases/Maintenance:

- Testing: UniteGPS equipment for fixed route bus tracking and scheduling.
- **Mini Cutaway**: The mini is currently in service and is well received form the drivers. The graphics will be installed by March 25.
- **Hybrid Buses**: The hybrid buses are in service and are averaging over 10MPG, a similar bus in the same service is averaging 4.8 MPG. The graphics will be installed soon.
- Cutaways (9):.The cutaways are currently under construction at the Champion Plant in Michigan. We expect a delivery date in late April
- Grants: We have been obtaining bus and cutaway procurement estimates for the grant submittal.

OPERATIONS – Mike Ringgenberg

- Ridership: Is UP, UP! Our last Service Review Committee did a great job of crafting and recommending changes that took effect February 3. The changes increased our fixed route ridership 8% and increased our DAR ridership by 8%. These increases translate to 2,336 more riders on our fixed routes and 297 more riders on our DAR. (These ridership numbers are from January 2020 to February 2020). If we compare February 2019 to February 2020, we have increased ridership on our fixed routes by 10,491 riders and increased ridership by 1,681 riders in DAR. (WHY? Snowmaggeden happened in February 2019).
- **Gillig Hybrid Buses:** Bus 860 & 861 were taken to Puget Sound Naval Shipyard for the security inspection to ensure they have no recording devices or cameras before they are allowed in the shipyard. Lisa completed driver training on the new buses for all the worker/drivers.
- Interagency Summit: I attended the summit hosted by Twin Transit for south sound transit providers, transit partners, WSDOT and a few vendors.
- Meetings: Attended the Town Hall meeting at PUD3 and the leadership breakfast for the Governor's Committee on Disability Issues and Employment.
- NTD: Operations completed our pieces of the 2019 NTD.

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- Outreach presentations: During the month of February, Kathy conducted outreach events at: Veterans at Memorial Hall, League of Woman Voters, and the Steamboat Island Community Club annual meeting. Kathy attended the following meetings: Moving Mason Forward, TIP CAP monthly meeting, North Mason Chamber Gala, Opiate Stakeholders, and a Veterans Stand Down event.
- Safety Awards: 2019 Driver Safety Awards were presented at the February All Staff.
- **Training:** Lisa conducted 2020 Defensive Driver/Pass refresher class for 14 drivers in February which completed this training for all 39 drivers in 2020.
- Vanpool: Usage rate for February 2020 was 70%; 7 of 10 vans were in use.

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2020 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2020 Work Items	Completed as of 3/13/2020	Progress		
	Obje	ctive 1: Safe and Secure		
Quarterly Driver training and refresher training as required		4 CPR Trainings; all drivers did 8 hours of refresher training on ADA callouts, Mindful Driving and PASS(wheelchair) Training. Vol. Driver trained and Worker/Driver		
Complete CAD/AVL/GPS installation		Letter of Termination has been sent; waiting refund and starting the process over. Testing with UniteGPS for C		
Change from flag stop to fixed stop in urban area of Shelton				
Curbs or bollards at Johns Prairie				
Purchase rain jackets		Working on logo to be placed on the jackets; will be using our WSTIP Safety Grant of \$2,500 to purchase the rain jackets.		
Manager or supervisor on-duty during service - Move Ops office		In process of moving Ops to T-CC. Furniture has been ordered. Move will happen March 23.		
Ensure L & I safety compliance through training				
Review WSTIP Best Practices for Safety				
Define Safety Committee's purpose and direction				
	Objective 2: E	ffective Transportation Services		
Review DAR services and hours for efficiency and availability		New DAR hours started February 3, 2020. Monitoring will take place throughout 2020. Report of first month shows an increase of 8%. Will be conducting a survey on DAR.		
Expand Zipper route time to 8:00am-5:00pm	٧	Zipper route time has been expanded.		
Seek Pilot opportunities and funding		Working on pilot route for Lakeland Village.		
Continue review of Comp Service Review	٧	We have completed looking at recommendations from the Comp. Service Review. However, we will continue to use this document as a reference.		
Conduct outreach for all service changes		We did outreach on our current service changes - public meetings, direct communication with riders and a radio spot.		
Improve passenger amenities		Completed the information center at the T-CC; working on new scheduling software that has an app		
Plan for 2021 service adjustments due to impact of funding				
Benchmark route performance and monitor low-performing route	5			
	Objectiv	ve 3: Financial Stewardship		
Procurement training for Public Works projects	٧	Staff attended training. Policy has been updated. Processes and forms have been created. Finance staff trained department heads.		
Prepare for I-976 impacts		We will begin to look at the financial impact as it appears the initiative will be upheld.		
Create needed financial policies or manual				
Ensure compliance of grant contracts				
Review 5-year sustainability plan	٧	The 5-year sustainability plan has been updated. Staff will be seeking input from the Board.		
Prepare for Paid Family Medical Leave rollout	٧	Policy has been created. Employees have been presented with information at the All-MTA Meeting.		
Maintain Fair Labor Standard Act compliance through updated training				
Records Management - Network reorganization				
Ohi	ective A: Comm	The file structure has been planned and the IT Team is in the process of creating a new drive. nunity Partnerships and Responsibility		
Conduct Community Conversations to solicit input	ective 4. comm	unity ruttiersnips und responsibility		
·				
Participate in community events		Mike, Kathy and Danette attended the Governor's Committee on Disability Issues and Employment.		
Promote City and County partnerships		Working with City on T-CC Parking Lot project		
Participate in outside committees, RTPO and boards		Danette: PRTPO, EDC, WSTIP. Kathy: Moving Mason Forward, TIP CAP, Opiate Stakeholders. LeeAnn: WSTIP. Marshall: Centralia College Diesel Advisory Committee.		
Participate in mentorship programs		No activities this month.		
Promote Volunteer Driver Program		Kathy is working on presentations to churches seeking VDP drivers. Staff talked to Patty Wagon to discuss forming a partnership so if we are short drivers we can get some assistance from them.		
Park & Ride project (through 2023)		See Park & Ride informational page for update.		
Brand vehicles		Graphics are being installed on the two new W/D hybrid buses on March 16 and 17. There will be one at the Board meeting.		
Progression toward inclusion of electric vehicles				
	Object	tive 5: Workplace Culture		
Improve communications through established methods		The Employee Engagement Committee is working through a communication plan.		
Incorporate wellness program and encourage participation		Kick off of Wellness Program was done at the All-MTA Meeting with the first wellness challenge. The committee has several activities planned.		
Promote skills and job knowledge				
Bargain contracts for drivers and Comm Center				
Employee Engagement committee		Committee continues to meet. A survey was prepared for the All-MTA meeting and we had 78% participation. The next project to work on is a communication flow chart.		
Enhance meaningful employee recognition		We have revised the employee recognition policy; have incorporated a safety bonus for drivers; are being mindful of showing appreciation. Transit Driver Appreciation Day is March 18.		
Provide more Belfair interaction and oversight				
		March 17, 2020 Regular Board Mtg		