



## AGENDA

Mason Transit Authority Board  
Regular Meeting  
September 21, 2021, 4:00 p.m.  
Mason Transit Authority  
MTA Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton

***Pursuant to Governor's Proclamations 20-28.15 and 20-25.14, the public meeting shall be held virtually using the following WebEx credentials***

To join by phone: 1-408-418-9388

Meeting number (access code): 2555 637 9565 (Password) 0790

*Members of the public may also attend in person.*

***Please Note: To be compliant with current TSA requirements, face masks are still required when on transit property that is considered to be a transit hub, and the Transit-Community Center is considered to be one.\****

### **OPENING PROTOCOL**

**CALL TO ORDER**

**ROLL CALL AND DETERMINATION OF QUORUM**

**ACCEPTANCE OF AGENDA – ACTION**

**PUBLIC COMMENT** – *Limit of five (5) minutes per person*

### **CONSENT AGENDA** – ACTION

1. Pg. 03: Approval of the minutes of the August 17, 2021 MTA regular Board meeting.
2. Pg. 07: Check Approval: Aug 16 – Sept 15, 2021

### **REGULAR AGENDA**

**UNFINISHED BUSINESS: [None.]**

#### **NEW BUSINESS:**

1. Pg. 15: Surplus Equipment – Resolution No. 2021-25 – Actionable (LeeAnn)
2. Pg. 20: Fourth Amendment to Capital Grant Agreement GCB 2304 – Resolution No. 2021-26 – Actionable (LeeAnn)
3. Pg. 25: First Amendment to Operating Grant Agreement PTD 0268 – Resolution No. 2021-27 – Actionable (Amy)
4. Pg. 30: First Amendment to Operating Grant Agreement PTD 0269 – Resolution No. 2021-28 – Actionable (Amy)
5. Pg. 35: First Amendment to Operating Grant Agreement PTD 0270 – Resolution No. 2021-29 – Actionable (Amy)
6. Pg. 40: Capital Grant Agreement PTD0469 – Resolution No. 2021-30 – Actionable (Amy)

### **INFORMATIONAL**

*Reports*

1. Pg. 60: Financial Reports
2. Pg. 66: Management Reports
3. Pg. 74: Park and Ride Update
4. Pg. 75: Operational Statistics

### **GENERAL MANAGER'S REPORT**

### **COMMENTS BY BOARD**

**ADJOURNMENT**

**UPCOMING MEETINGS:**

**MTA Board Meeting**

**Mason Transit Authority  
Regular Meeting**

*October 19, 2021 at 4:00 p.m.*

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

*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.*

DRAFT

**Mason Transit Authority  
Minutes of the Regular Board Meeting  
August 17, 2021  
MTA Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton**



**OPENING PROTOCOL**

**CALL TO ORDER:** 4:00 p.m.

**ROLL CALL AND DETERMINATION OF QUORUM**

**Authority Voting Board Members Present:** Sharon Trask, Chair; Sandy Tarzwell, Vice Chair; Cyndy Brehmeyer, John Campbell, Kevin Dorcy, Matt Jewett, Randy Neatherlin, Wes Martin and Kevin Shutty. **Quorum met, Board members Brehmeyer, Dorcy, Neatherlin, Shutty and Martin attended in person and the remaining named Board members were present via WebEx virtual conference.**

**Authority Voting Board Members Not Present:** [None]

**Authority Non-voting Board Member Present:** Greg Heidal, Business Representative, IAM and AW, District Lodge 160 and Luke Ackerson, IAM and AW, District Lodge 160.

**Citizen Advisor to the Board Present in Person:** John Piety

**MTA Staff present:** Amy Asher, General Manager; Mike Ringgenberg, Operations Manager; LeeAnn McNulty, Administrative Services Manager; Marshall Krier, Maintenance and Facilities Manager (via WebEx); Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, Technical Support Analyst.

**Others present via WebEx virtual conference:** Robert Johnson, MTA Legal Counsel and Cedric Adams of WSTIP.

**ACCEPTANCE OF AGENDA**

**Moved** that the agenda for the August 17, 2021 Mason Transit Authority (MTA) regular board meeting be approved. **Campbell/Tarzwell. Motion carried.**

**PUBLIC COMMENT** – None.

**EXECUTIVE SESSION** – The Board Chair announced that the meeting was moving into Executive Session at 4:08 PM and stated it would be for 10 minutes. MTA voting Board members; Rob Johnson, Legal Counsel; Cedric Adams of WSTIP; Amy Asher, General Manager and LeeAnn McNulty, Administrative Services Manager.

**RESUMED OPEN SESSION** – Occurred at 4:20 PM. No action taken.

## **CONSENT AGENDA**

**Moved** to approve Consent Agenda items 1 and 2 as follows:

1. Minutes of the MTA regular Board meeting of July 20, 2021.
2. Payments of July 10, 2021 through August 15, 2021 financial obligations on checks#35432 through 35576, as presented for a total of \$1,769,111.88.

**Campbell/Brehmeyer. Motion carried.**

## **REGULAR AGENDA**

### **UNFINISHED BUSINESS**

1. **Transit Development Plan.** Amy Asher, General Manager, indicated that developing the Transit Development Plan is a state requirement and that the initial draft had been provided to the Board at its July 20, 2021 Board meeting. Ms. Asher provided the Board with the background information relating to the Transit Development Plan and the public hearings on July 29 and August 9. **Moved** that the Mason Transit Authority Board approve the Transit Development Plan Draft for 2021-2026 with the 2020 Annual Report for submission to the Washington State Department of Transportation by September 1, 2021.

### **NEW BUSINESS**

1. **Statewide Transportation Improvement Plan (STIP).** Ms. Asher shared with the Board that the STIP is a calendar year document that is developed on an annual basis. She also indicated only projects that are listed on the STIP will qualify for federal funding. One funding currently on the STIP is for bus replacement. **Moved** that the Mason Transit Authority Board approve Mason Transit Authority's TIP submission to the PRTPO for inclusion in the 2022-2026 Statewide Transportation Improvement Plan. **Neatherlin/Campbell. Motion carried.**
2. **CRRSAA Act Operating Grant Agreement PTD0235.** Ms. Asher shared that the federal funds from this grant are in the amount of \$5,234,158 and that no local funds are necessary. If MTA is not able to spend all of the funds by 2023, there will be an amendatory grant agreement extending the term of the agreement. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-20 and the attached Agreement between WSDOT and MTA for the CRRSAA Act Operating Grant Agreement (Agreement#PTD0235). **Neatherlin/Shutty. Motion carried.**
3. **Operating Grant Agreement PTD0268.** Ms. Asher indicated this grant agreement through the Consolidated Grant Program is part of a four-year grant relating to regional connections in which \$1,109,722 will be from federal funds and \$4,232,816 will be MTA local funds. She went on further to say that once MTA receives its sale tax equalization amounts (maybe in September or October), she anticipates that this agreement would be amended and brought before the Board for approval. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-21 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0268). **Neatherlin/Campbell. Motion carried.**

4. **Operating Grant Agreement PTD0269.** Ms. Asher stated that as a part of the previously awarded four-year grant, WSDOT is bringing forth the second half of the grant with this agreement relating to the demand response (Dial-A-Ride) service. For this grant, the federal funds will be in the amount of \$1,294,675 and MTA will provide the local funds in the amount of \$2,770,904. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-22 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0269). **Neatherlin/Tarzwell. Motion carried.**

*(Commissioner Neatherlin left room at 4:39 pm, returned 4:41 pm.)*

5. **Operating Grant Agreement PTD0270.** Ms. Asher reviewed the purpose and period of the grant, as well as the fiscal impact to MTA. **Moved** that the Mason Transit Authority Board approve Resolution No. 2021-23 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Operating Grant Agreement (Agreement#PTD0270). **Tarzwell/Jewett. Motion carried.**
6. **Construction Change Directive 3 for Park and Ride Projects.** Ms. Asher described the background and costs relating to the Construction Change Directive 3. Ms. Asher further indicated the changes were slightly more than the General Manager's authorization of \$25,000 and is seeking approval by the Board. She also indicated that MTA has grant and matching funds available to pay the costs. **Moved** that the Mason Transit Authority Board approves Resolution No. 2021-24 that approves Construction Change Directive 003 and authorizes the General Manager to sign that Construction Change Directive. **Tarzwell/Shutty. Motion carried.**

*Board member Dorcy departed the meeting at 4:44 pm.*

#### **INFORMATIONAL REPORTS:**

- **Financial Reports:** Ms. McNulty drew the Board's attention to the year-to-date revenue & expenses item that related to the \$261,000 of park and ride expenses and that WSDOT will allow MTA to pay for those expenses from unspent funding. Future updates relating to this matter will be provided when known.
- **Management Reports:** Mike Ringgenberg, Operations Manager, spoke with the Board members relating to necessary short term service changes due to a driver shortage. MTA has two drivers that are still in training, but once finished will be helpful to fill in the gaps. He expressed hope that service would return to normal in October. Ms. McNulty introduced MTA's newly hired Accounting Coordinator, Jenna Reboin.

**COMMENTS BY BOARD:** None.

**Moved** that the meeting be adjourned.

**ADJOURNED** 4:59 p.m.

**UPCOMING MEETING**

**BOARD MEETING**

**Mason Transit Authority  
Regular Meeting**

***September 21, 2021 at 4:00PM***

*On-line via WebEx and in person at:  
Transit-Community Center Conference Room  
601 West Franklin Street  
Shelton*

DRAFT

## **Mason Transit Authority Board Meeting**

**Agenda Item:** Consent Agenda – Item 2 – *Actionable*  
**Subject:** Check Approval  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Summary for Discussion Purposes:**

#### Disbursements:

- KnowBe4, Inc.
  - Check #35629- \$2,859.19 – Internet Security Training for staff
- \*SCJ Alliance
  - Check #35458- \$24,960.59 – Progress billing park and rides
- Community Transportation Association
  - Check #35585- \$1,825.00 – Annual dues

\*Disbursements capital grant eligible.

August Fuel Prices: Diesel \$2.66, Unleaded \$3.44

#### General Manager Travel Expenditures:

- No Travel

#### **Check Disbursement Fiscal Impact:**

\$645,623.19

#### **Staff Recommendation:**

Approve.

#### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of August 16, 2021 through September 15, 2021 financial obligations on checks #35577 through #35654, as presented for a total of \$645,623.19.



Mason Transit Authority  
September 21, 2021 Disbursement Approval

The following checks for the period of August 16, 2021 through September 15, 2021 have been audited and processed for payment by the Administrative Services Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Administrative Services Department for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	35577 – 35654	\$645,623.19

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 08/18/2021	35577	153,343.63
Payroll & DRS – 09/15/2021	35654	156,585.28
KnowBe4	35629	2,859.19
SCJ Alliance	35598	24,960.59
Community Transportation Assoc.	35585	1,825.00

Submitted by: LeeAnn McNulty Date: 9-17-2021  
LeeAnn McNulty, Administrative Services Manager

Approved by: Amy Asher Date: 9-17-2021  
Amy Asher, General Manager

Mason Transit Authority Check Register  
September 2021 Board Report

Activity From 08/16/2021 Through 09/15/2021

Document Date	Check #	Vendor Name	Amount
8/18/2021	35577	Mason Transit Authority - ACH Account	153,343.63
8/26/2021	35578	Accountemps	2,034.72
8/26/2021	35579	Advance Glass	1,979.69
8/26/2021	35580	AIG Retirement	224.00
8/26/2021	35581	Stanley Convergent Security Solutions	244.80
8/26/2021	35582	Ecolube Recovery, LLC dba American Petroleum Environmental	343.81
8/26/2021	35583	Aramark	322.38
8/26/2021	35584	Bridge Church	90.00
8/26/2021	35585	Community Transportation Association	1,825.00
8/26/2021	35586	Cummins Northwest, LLC	435.14
8/26/2021	35587	EMC - Mason Transit	89.15
8/26/2021	35588	Gillig, LLC	1,772.30
8/26/2021	35589	Purcor	146.48
8/26/2021	35590	Mason County Forest Festival Association	50.00
8/26/2021	35591	Mountain Mist Water	80.44
8/26/2021	35592	Northridge Properties, LLC	1,700.00
8/26/2021	35593	Office Depot, inc.	121.60
8/26/2021	35594	Pacific Mobile Structures, Inc.	1,076.88
8/26/2021	35595	Builders FirstSource	22.23
8/26/2021	35596	Right! Systems, Inc.	5,471.88
8/26/2021	35597	Schetky Northwest Sales, Inc.	152.51
8/26/2021	35598	SCJ Alliance	24,960.59
8/26/2021	35599	Seattle Automotive Distributing	78.76
8/26/2021	35600	The Shoppers Weekly	72.30
8/26/2021	35601	ThyssenKrupp Elevator Corp.	1,175.04
8/26/2021	35602	Tozier Brothers, Inc.	107.53
8/26/2021	35603	United Way of Mason County	41.00
8/26/2021	35604	AWC Employee Benefit Trust	83,620.61
8/26/2021	35605	Westbay Auto Parts	119.14
8/26/2021	35606	Whisler Communications	127.49
8/26/2021	35607	ZEP Manufacturing Company	160.01
9/1/2021	35608	Mason Transit Authority - ACH Account	154,335.72
9/11/2021	35609	Accountemps	1,584.90
9/11/2021	35610	Advance Glass	342.72
9/11/2021	35611	AIG Retirement	224.00
9/11/2021	35612	Stanley Convergent Security Solutions	270.00
9/11/2021	35613	Allstream	91.26

Mason Transit Authority Check Register  
September 2021 Board Report

Activity From 08/16/2021 Through 09/15/2021

Document Date	Check #	Vendor Name	Amount
9/11/2021	35614	Aramark	483.57
9/11/2021	35615	Mick Baker	455.84
9/11/2021	35616	City of Shelton	2,030.94
9/11/2021	35617	Cascade Natural Gas	1,171.10
9/11/2021	35618	Comcast	228.85
9/11/2021	35619	Cooper Studios	820.35
9/11/2021	35620	Cummins Northwest, LLC	571.04
9/11/2021	35621	Gene Currier	470.96
9/11/2021	35622	EMC - Mason Transit	94.15
9/11/2021	35623	Gillig, LLC	31.61
9/11/2021	35624	GORDON TRUCK CENTERS, INC.	439.63
9/11/2021	35625	Northwest Cascade, Inc. DBA Honey Bucket	1,620.35
9/11/2021	35626	Hood Canal Communications	1,574.71
9/11/2021	35627	Robert W. Johnson, PLLC	1,600.00
9/11/2021	35628	Kitsap Transit	1,858.00
9/11/2021	35629	KnowBe4, Inc.	2,859.19
9/11/2021	35630	Les Schwab	2,442.95
9/11/2021	35631	Last Mile Gear	1,193.15
9/11/2021	35632	Mason County PUD #3	4,814.51
9/11/2021	35633	Cheryl Moore	481.60
9/11/2021	35634	Mountain Mist Water	287.05
9/11/2021	35635	Mood Media	124.70
9/11/2021	35636	Olympic Lock & Key	4.35
9/11/2021	35637	Pitney Bowes	188.95
9/11/2021	35638	Pitney Bowes Purchase Power	171.00
9/11/2021	35639	Ricoh USA, Inc	200.18
9/11/2021	35640	Seattle Automotive Distributing	78.76
9/11/2021	35641	The Shoppers Weekly	1,449.41
9/11/2021	35642	Staples Business Advantage	635.14
9/11/2021	35643	Total Battery & Automotive Supply	21.09
9/11/2021	35644	Tozier Brothers, Inc.	385.03
9/11/2021	35645	United Way of Mason County	86.40
9/11/2021	35646	U.S. Bank	9,689.12
9/11/2021	35647	Verizon Wireless	1,310.20
9/11/2021	35648	Voyager Fleet Systems, Inc.	5,915.72
9/11/2021	35649	Westbay Auto Parts	933.67
9/11/2021	35650	Whisler Communications	1,806.53
9/11/2021	35651	Robert Williams	139.44

Mason Transit Authority Check Register  
September 2021 Board Report

Activity From 08/16/2021 Through 09/15/2021

Document Date	Check #	Vendor Name	Amount
9/11/2021	35652	AWorkSAFE Service, Inc.	592.00
9/11/2021	35653	ZEP Manufacturing Company	938.96
9/15/2021	35654	Mason Transit Authority - ACH Account	156,585.28
		Check Totals	<u>\$ 645,623.19</u>

Mason Transit Authority Credit Card Activity  
September 2021 Board Report

August 2021 Activity

GL Title	Transaction Description	Expenses
Parts Inventory	SPEEDTECH LIGHTS-SUPERVISOR VAN LIGHT BAR	\$ 358.40
Construction in Progress P&R	MASON COUNTY-BELFAIR SEPTIC PERMITS	235.75
Publication Fees	JOB TARGET-DRIVER RECRUITMENT	349.00
Postage	SHELTON MAIL AND SHIP	70.71
Facility Repair/Maintenance	AMAZON-ALTERNATOR FOR GENERATOR	72.59
Facility Repair/Maintenance	AMAZON-VOLTAGE REGULATOR	23.86
Facility Repair/Maintenance	GLOBAL INDUSTRIES-TRASH CAN LIDS TCC	114.75
Facility Repair/Maintenance	GLOBAL INDUSTRIES-TRASH CAN LIDS TCC	280.94
Facility Repair/Maintenance	HOME DEPOT-BATTERY IRRIGATION CONTROL	127.43
Facility Repair/Maintenance	HOME DEPOT-DOOR THRESHOLD	60.03
Facility Repair/Maintenance	OLYMPIC LOCK AND KEY- KEYS ATRIUM GATE TCC	1.89
Facility Repair/Maintenance	OLYMPIC LOCK AND KEY- KEYS ATRIUM GATE TCC	4.64
Facility Repair/Maintenance	SWEEP SCRUB-FLOOR SCRUBBER PARTS	62.89
Facility Repair/Maintenance	SWEEP SCRUB-FLOOR SCRUBBER PARTS	181.36
Facility Repair/Maintenance	WALMART-AA BATTERIES	13.90
Facility Repair/Maintenance	WALMART-SUPPLIES FOR OPS RADIO PROJECT	30.64
Operating Supplies	AMAZON-WIRELESS DOOR BELL	29.28
Operating Supplies	FRED MEYER- 24 PACK OF WATER	13.03
Operating Supplies	FRED MEYER-ICE/WATER BOTTLES FOR EXTREME HEAR	31.72
Operating Supplies	MYSAFETYSIGN.COM-SANDWICH BOARD FRAME	152.27
Operating Supplies	ULINE-PLATFORM TRUCK	705.42
Operating Supplies	ULINE-TRAFFIC CONES	793.31
Operating Supplies	US CHEVRON-4 BAGS OF ICE FOR COOLER	16.02
Shop Supplies	AMAZON-BUS WASHING SUPPLIES	21.55
Shop Supplies	AMAZON-BUS WASHING SUPPLIES	21.69
Shop Supplies	AMAZON-RADIO PARTS	20.17
Shop Supplies	CUT RATE VACUUM-SHOP SUPPLIES	59.00
Cleaning/Sanitation Supplies	WALMART-BROOMS FOR TCC, AIR FRESH, BLEACH	13.39
Cleaning/Sanitation Supplies	WALMART-BROOMS FOR TCC, AIR FRESH, BLEACH	32.77
Communications Equipment	AMAZON-MICROPHONE SPEAKER SPLITTER DISPATCH	17.34
IT Equipment	AMAZON-1ST HEADSET PURCHASES FOR ZOOM	34.68
IT Equipment	AMAZON-2ND HEADSET PURCHASES FOR ZOOM	47.72
IT Equipment	AMAZON-BATTERY PACK REPLACEMENT	27.10
IT Equipment	AMAZON-CASES FOR TABLET TESTING	41.20
IT Equipment	AMAZON-REFUND FOR 1ST DAMAGED HEADSET	(27.42)
Small Tools & Equipment	HOME DEPOT-GARDEN HOSE TOOLS	169.39
Safety Supplies	AMAZON-FACE MASKS	1,041.54
Safety Supplies	AMAZON-LARGE NITRIL GLOVES	813.30
Safety Supplies	AMAZON-LENS WIPES ANTI-FOG	97.60
Safety Supplies	AMAZON-SHOE STABILIZERS DRIVERS	56.47
Safety Supplies	AMAZON-XLARGE NITRIL GLOVES	247.32
Small Equipment & Furniture	AMAZON-TCC BASEMENT PROJECT EQUIP AND TOOLS	1,475.18
Small Equipment & Furniture	ULINE-TOOL CART-DRIVERS CHECK IN/OUT	630.56
Dues, Memberships, Subscriptions	J2 EFAX CORP-MONTHLY EFAX BILL	89.97
Dues, Memberships, Subscriptions	NETWORK SOLUTIONS-DOMAIN REGISTRATION	17.35

Mason Transit Authority Credit Card Activity  
 September 2021 Board Report

August 2021 Activity

GL Title	Transaction Description	Expenses
Dues, Memberships, Subscriptions	NETWORK SOLUTIONS-DOMAIN REGISTRATION	82.42
Dues, Memberships, Subscriptions	SHRM-PROFESSIONAL MEMBERSHIP	219.00
Conference Registration	WSTA-VIRTUAL TRANSPORTATION CONFERENCE	150.00
Training / Seminars	SHRM OLY-WA CARES ACT WEBINAR	10.00
Passenger Parking Facilities	GLACIER-BELFAIR PARKING	550.00
	August Credit Card Charges	<u>\$ 9,689.12</u>

Jm



### PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Admin Services

9/1/2021

Manager's Approval: \_\_\_\_\_

*Finance Use Only*

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
8/26/21	Shelton Mail * Ship	FedEx Overnight	70.71	Y ✓	10	5030(d)	

TOTAL \$ 70.71

Don't forget to attach original receipts

Signature Amy Asher

Date 9/1/21

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

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 1 – *Actionable*  
**Subject:** Surplus Inventory  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

**Background:**

Attached is a list of obsolete communication equipment items and accounting software no longer in use or useful. It is recommended to surplus the assets listed.

**Summary: Approve surplusing certain obsolete communications equipment and MIP accounting software.**

**Fiscal Impact:**

\$19,077.63

**Staff Recommendation:**

Approve.

**Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-25 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
ShoreTel 115	N/A	001049174E0F
ShoreTel 230	N/A	001049195C20
ShoreTel 230	N/A	001049195CB7
ShoreTel 230	N/A	001049195816
ShoreTel 230	1233	001049195C7C
ShoreTel 230	N/A	001049195D60
ShoreTel 230	11-1224	001049195C26
ShoreTel 230	N/A	001049195CBC
ShoreTel 230	N/A	001049195D61
ShoreTel 230	N/A	001049195C33
ShoreTel 230	N/A	001049195D37
ShoreTel 230	N/A	001049195D1D
ShoreTel 230	N/A	001049195CAD
ShoreTel 230	N/A	001049195C22
ShoreTel 230	N/A	00104919580C
ShoreTel 230	N/A	001049195D3A
ShoreTel 230	N/A	001049195820
ShoreTel 265	N/A	00104916CABC
ShoreTel 265	N/A	00104916CAB9
ShoreTel 265	N/A	00104916C91E
ShoreTel 265	N/A	00104916CABE
ShoreTel 265	N/A	00104916CAD1
ShoreTel 480	N/A	0010493F4BC9
ShoreTel 480	N/A	0010493F4BB8
ShoreTel 560	N/A	00104928A653
ShoreTel 560	N/A	0010491CB283
Dell S2825cdn	1354	DJFXF62
MIP Accounting Software	52001	Software

**RESOLUTION NO. 2021-25**

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

**WHEREAS**, the Mason Transit Authority Board 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 and software 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 MTA needs;

**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 21st day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

**EXHIBIT A TO RESOLUTION NO. 2021-25**  
**LIST OF ITEMS FOR SURPLUS**

Description	Asset Tag	Serial Number
ShoreTel 115	N/A	001049174E0F
ShoreTel 230	N/A	001049195C20
ShoreTel 230	N/A	001049195CB7
ShoreTel 230	N/A	001049195816
ShoreTel 230	1233	001049195C7C
ShoreTel 230	N/A	001049195D60
ShoreTel 230	11-1224	001049195C26
ShoreTel 230	N/A	001049195CBC
ShoreTel 230	N/A	001049195D61
ShoreTel 230	N/A	001049195C33
ShoreTel 230	N/A	001049195D37
ShoreTel 230	N/A	001049195D1D
ShoreTel 230	N/A	001049195CAD
ShoreTel 230	N/A	001049195C22
ShoreTel 230	N/A	00104919580C
ShoreTel 230	N/A	001049195D3A
ShoreTel 230	N/A	001049195820
ShoreTel 265	N/A	00104916CABC
ShoreTel 265	N/A	00104916CAB9
ShoreTel 265	N/A	00104916C91E
ShoreTel 265	N/A	00104916CABE
ShoreTel 265	N/A	00104916CAD1
ShoreTel 480	N/A	0010493F4BC9
ShoreTel 480	N/A	0010493F4BB8
ShoreTel 560	N/A	00104928A653
ShoreTel 560	N/A	0010491CB283
Dell S2825cdn	1354	DJFXF62
MIP Accounting Software	52001	Software

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 2 – *Actionable*  
**Subject:** Fourth Amendment to Agreement GCB2304  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Background:**

The Fourth Amendment to Capital Construction Grant Agreement GCB2304 between WSDOT and MTA is included herein. Grant Agreement GCB2304 relates to the Park and Ride Development grant.

This fourth amendment to the agreement is the result of WSDOT and MTA wishing to align the terms and biennial aging of the contract as MTA accessed unspent sales tax equalization dollars for park and ride expenses incurred in the 2019-2021 biennium thereby moving \$550,000 of Multimodal Funds from the 2021-23 biennium to 2019-21.

As was provided by the Third Amendment of this agreement approved in March 2021, the Project Milestone inserted by WSDOT was that all park and ride projects covered by the grant were to be operationally complete by April 2023. Staff still anticipates this Project Milestone will be met.

This Fourth Amendment has been reviewed by Legal Counsel.

**Summary:** Approve Fourth Amendment to Agreement GCB2304.

### **Fiscal Impact:**

Contractor Funds: No change  
Multimodal funds: \$550,000 moved from 2021-23 to 2019-21 biennium.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-26 that amends Resolution No. 2021-09, approves the Fourth Amendment to Capital Construction Grant Agreement GCB2304 and authorizes the General Manager to sign that agreement.

This is the FOURTH AMENDMENT to AGREEMENT GCB2304 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason Transit Authority (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITAL

WHEREAS, WSDOT amends AGREEMENT GCB2304 to:

- Align the terms and biennial aging of the contract with the most recent enacted budget bill, moving \$550,000 Multimodal Funds from 2021-23 to 2019-21.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT GCB2304.

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Caption heading ‘Term of Project’ on the first page of the AGREEMENT remains the same:

**Term of Project:** July 1, 2015 through June 30, 2023

3. Amend Caption heading ‘PROJECT COSTS’ on the first page of the AGREEMENT to read as follows:

<b>Project Costs:</b>		
Prior State Funds	\$	6,800,000
21-23 Current State Funds	\$	2,535,000
Projected State Funds	\$	-
Total Grant Funds	\$	9,335,000
Contractor's Share	\$	1,187,500
<b>Total</b>	<b>\$</b>	<b>10,522,500</b>

4. Amend the current language set forth in Exhibit I - Scope of Project and Budget - to read as follows:

**Funding by Project:**

**Project A:** Park and Ride Development  
**UPIN:** 20150024; G2000042

**Scope of Work:** To provide capital funding assistance to complete the design, land/Right of Way (ROW) acquisition, and construction of three new park and ride lots and adding capital enhancements to existing park and ride lots including bus passenger shelters, lighting, video security and charging stations for electric vehicles in Mason County.

<b>Funds</b>	<b>Prior Funds</b>	<b>2021-2023 Current Funds</b>	<b>Projected Funds</b>	<b>Total</b>
State Regional Mobility Grant Funds	\$ 4,750,000	\$ 0	\$ 0	\$ 4,750,000
State Multimodal Funds	\$ 2,050,000	\$ 2,535,000	\$ 0	\$ 4,585,000
Contractor's Funds	\$ 1,187,500	\$ 0	\$ 0	\$ 1,187,500
<b>Total Project Funds</b>	<b>\$ 7,987,500</b>	<b>\$ 2,535,000</b>	<b>\$ 0</b>	<b>\$ 10,522,500</b>

5. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

6. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

By: \_\_\_\_\_  
WSDOT Public Transportation Division

By: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**RESOLUTION NO. 2021-26**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AMMENDING RESOLUTION NO. 2021-09, APPROVING THE FOURTH  
AMENDMENT TO AGREEMENT GCB2304 BETWEEN MASON TRANSIT  
AUTHORITY AND WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION AND AUTHORIZING THE GENERAL MANAGER TO  
EXECUTE SAME.**

**WHEREAS**, Mason Transit Authority and Washington State Department of Transportation (“WSDOT”) entered into Agreement GCB2304 relating to construction and improvements to several park and rides; and

**WHEREAS**, it is necessary for Mason Transit Authority to amend Resolution No. 2021-09 and enter into the Fourth Amendment to Agreement GCB2304 to provide for the alignment of biennial aging of the contract with the most recent budget bill, moving \$550,000 Multimodal Funds from 2021-23 to 2019-21;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** to amend Resolution No. 2021-09 and approve the Fourth Amendment to Agreement GCB2304 providing for the movement of \$550,000 of Multimodal Funds from 2021-23 to 2019-21; and

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute the Fourth Amendment to Agreement GCB2304.

Adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 3 – *Actionable*  
**Subject:** First Amendment to Agreement PTD0268  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Background:**

The First Amendment to Operating Grant Agreement PTD0268 between WSDOT and MTA is included herein and relates to regional connections.

This First Amendment to the Agreement is the result of an award received from WSDOT of Sales Tax Equalization revenue from the Rural Mobility Transit Formula Fund. The award is to transit systems serving small cities and rural areas. Eligible transit agencies receive a prorated amount of the rural mobility funds based on annual sales tax revenues as reported by the Department of Revenue. MTA has elected to apply the award to each operating project based on the percentage of miles driven in each program.

Although this First Amendment has not been reviewed by Legal Counsel, staff has reviewed the amounts presented in the agreement and find them to be in alignment with how MTA requested the funds to be applied.

**Summary:** Approve First Amendment to Agreement PTD0268.

### **Fiscal Impact:**

The local match has been reduced by \$1,297,077, from \$4,232,816 to \$2,935,739.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-27 that approves the First Amendment to Operating Grant Agreement PTD 0268 and authorizes the General Manager to sign that agreement.

The FIRST AMENDMENT to AGREEMENT PTD0268 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason Transit Authority (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0268 to:

- Add \$1,297,077 in Rural Mobility Transit Formula Funding and apply this amount toward contractor’s Funds.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0268:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the funding table under the ‘Funding by Project’ section to incorporate \$1,297,077 in Rural Mobility Transit Formula Funds added to this agreement and reduce the contractor’s funds by the same amount.

**Funding by Project**

**Project Title:** Regional Connections

**UPIN #** PTCO042

**Scope of Work:** Sustain regional fixed route service for the general public, people with special transportation needs, and express commuter’s routes in Mason County with connections to Kitsap, Thurston and Jefferson counties.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Rural Mobility Transit Formula Funds	N/A	24%	\$ 1,297,077		\$ 1,297,077
FTA 5311	TBD	21%	\$ 1,109,722		\$ 1,109,722
Contractor's Funds	N/A	55%	\$ 2,935,739		\$ 2,935,739
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 5,342,538</b>	<b>\$ -</b>	<b>\$ 5,342,538</b>

**Budget:** *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

3. A copy of this AMENDMENT to the AGREEMENT PTD0268 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Capital Projects & Funding Manager  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AMENDING RESOLUTION NO. 2021-21 BY APPROVING THE FIRST  
AMENDMENT TO OPERATING GRANT AGREEMENT PTD0268 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST  
AMENDMENT TO AGREEMENT PTD0268.**

**WHEREAS**, Mason Transit Authority has received notification of the award of Rural Mobility Transit Formula Funds in the amount of \$1,297,077 as a part of the Operating Grant Program through Washington State Department of Transportation; and

**WHEREAS**, Mason Transit Authority was awarded those Rural Mobility Transit Formula Funds for certain operating expenses identified in the agreement relating to regional fixed route service during the 2021 through 2023 biennium;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the First Amendment to Operating Grant Agreement PTD0268 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$5,342,538, of which \$1,297,077 shall be Rural Mobility Transit Formula Funds which shall then reduce the required local match to be \$2,935,739 and the FTA 5311 funds shall be \$1,109,722; and

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

Adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

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John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

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Wes Martin, Authority Member

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Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 4 – *Actionable*  
**Subject:** First Amendment to Agreement PTD0269  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Background:**

The First Amendment to Operating Grant Agreement PTD 0269 between WSDOT and MTA is included herein and relates to MTA’s demand response (Dial-A-Ride) transit services.

This First Amendment to the Agreement is the result of an award received from WSDOT of Sales Tax Equalization revenue from the Rural Mobility Transit Formula Fund. The award is to transit systems serving small cities and rural areas. Eligible transit agencies receive a prorated amount of the rural mobility funds based on annual sales tax revenues as reported by the Department of Revenue. MTA has elected to apply the award to each operating project based on the percentage of miles driven in each program. There will be a second amendment forthcoming to apply an additional \$1,560,910 to further reduce the local match from Paratransit Special Needs Transit Formula Funds.

Although this First Amendment has not been reviewed by Legal Counsel, staff has reviewed the amounts presented in the agreement and find them to be in alignment with how MTA requested the funds to be applied.

**Summary:** Approve First Amendment to Agreement PTD0269.

### **Fiscal Impact:**

From this award, the local match has been reduced by \$581,448.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-28 that approves the First Amendment to Operating Grant Agreement PTD 0269 and authorizes the General Manager to sign that agreement.

The is the FIRST AMENDMENT to AGREEMENT PTD0269 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason Transit Authority (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0269 to:

- Add \$581,448 in Rural Mobility Transit Formula Funding and apply this amount toward contractor’s Funds; and
- Add \$1,560,910 in Paratransit Special Needs Transit Formula Funding and apply this amount toward contractor’s Funds.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0269:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the funding table under the ‘Funding by Project’ section to incorporate \$581,448 in Rural Mobility Transit Formula Funding, and \$1,560,910 in Paratransit Special Needs Transit Formula Funds added to this agreement and reduce the contractor’s funds by the same amount.

**Funding by Project**

**Project Title:** Demand Response  
**UPIN #** PTCO043  
**Scope of Work:** Sustain the Core Demand Response (Dial-A-Ride) transit services for the elderly, persons with special needs, low-income, and the general public in Mason County.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Rural Mobility Transit Formula Funds	N/A	14%	\$ 581,448		\$ 581,448
Paratransit Special Needs Transit Formula Funds	N/A	38%	\$ 1,560,910		\$ 1,560,910
FTA 5311	TBD	32%	\$ 1,294,675		\$ 1,294,675
Contractor’s Funds	N/A	15%	\$ 628,546		\$ 628,546
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 4,065,579</b>	<b>\$ -</b>	<b>\$ 4,065,579</b>

**Budget:** *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

3. A copy of this AMENDMENT to the AGREEMENT PTD0269 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Capital Projects & Funding Manager  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**RESOLUTION NO. 2021-28**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AMENDING RESOLUTION NO. 2021-22 BY APPROVING THE FIRST  
AMENDMENT TO OPERATING GRANT AGREEMENT PTD0269 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST  
AMENDMENT TO AGREEMENT PTD0269.**

**WHEREAS**, Mason Transit Authority has received notification of the award of Rural Mobility Transit Formula Funds in the amount of \$2,142,358 as a part of the Operating Grant Program through Washington State Department of Transportation; and

**WHEREAS**, Mason Transit Authority was awarded those Rural Mobility Transit Formula Funds and Paratransit Special Needs Transit Formula Funds for certain operating expenses identified in the agreement relating to MTA’s demand response (Dial-A-Ride) transit services for the elderly, persons with special needs, low-income and general public in Mason County during the 2021 through 2023 biennium;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the First Amendment to Operating Grant Agreement PTD0269 between Washington State Department of Transportation and Mason Transit Authority (the “Agreement”) in the total amount of \$4,065,579; of which \$581,448 shall be Rural Mobility Transit Formula Funds and \$1,560,910 shall be Paratransit Special Needs Transit Formula Funds; which shall then reduce the required local match to be \$628,546 and the FTA 5311 funds shall remain at \$1,294,675; and

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

Adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

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Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 5 – *Actionable*  
**Subject:** First Amendment to Agreement PTD0270  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Background:**

The First Amendment to Operating Grant Agreement PTD 0270 between WSDOT and MTA is included herein and relates to MTA's core zone deviated fixed-route service. MTA was awarded FTA 5311 federal funding for its core zone deviated fixed-route service for the general public and those with special needs in Mason County during the period July 1, 2021 through June 30, 2023.

This First Amendment to the Agreement is the result of an award received from WSDOT of Sales Tax Equalization revenue from the Rural Mobility Transit Formula Fund. The award is to transit systems serving small cities and rural areas. Eligible transit agencies receive a prorated amount of the rural mobility funds based on annual sales tax revenues as reported by the Department of Revenue. MTA has elected to apply the award to each operating project based on the percentage of miles driven in each program.

Although this First Amendment has not been reviewed by Legal Counsel, staff has reviewed the amounts presented in the agreement and find them to be in alignment with how MTA requested the funds to be applied.

**Summary:** Approve First Amendment to Agreement PTD0270.

### **Fiscal Impact:**

The local match has been reduced by \$357,814 from \$1,078,397 to \$720,583.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-29 that approves the First Amendment to Operating Grant Agreement PTD 0270 and authorizes the General Manager to sign that agreement.

The FIRST AMENDMENT to AGREEMENT PTD0270 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason Transit Authority (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0270 to:

- Add \$357,814 in Rural Mobility Transit Formula Funding and apply this amount toward contractor’s Funds.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0270:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
  
2. Amend the funding table under the ‘Funding by Project’ section to incorporate \$357,814 in Rural Mobility Transit Formula Funds added to this agreement and reduce the contractor’s funds by the same amount.

**Funding by Project**

**Project Title:** Zone (Deviated) Fixed Route

**UPIN #** PTCO044

**Scope of Work:** Sustain core zone deviated fixed-route service for the general public and those with special needs in Mason County.

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
Rural Mobility Transit Formula Funds	N/A	22%	\$ 357,814		\$ 357,814
FTA 5311	TBD	33%	\$ 525,658		\$ 525,658
Contractor’s Funds	N/A	45%	\$ 720,583		\$ 720,583
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 1,604,055</b>	<b>\$ -</b>	<b>\$ 1,604,055</b>

**Budget:** *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

3. A copy of this AMENDMENT to the AGREEMENT PTD0270 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Capital Projects & Funding Manager  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**RESOLUTION NO. 2021-29**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
AMENDING RESOLUTION NO. 2021-23 BY APPROVING THE FIRST  
AMENDMENT TO OPERATING GRANT AGREEMENT PTD0270 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT FIRST  
AMENDMENT TO AGREEMENT PTD0270.**

**WHEREAS**, Mason Transit Authority has received notification of the award of Rural Mobility Transit Formula Funds in the amount of \$357,814 as a part of the Operating Grant Program through Washington State Department of Transportation; and

**WHEREAS**, Mason Transit Authority was awarded those Rural Mobility Transit Formula Funds for certain operating expenses identified in the agreement relating to core zone deviated fixed-route service during the 2021 through 2023 biennium;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the First Amendment to Operating Grant Agreement PTD0270 between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$1,604,055, of which \$357,814 shall be Rural Mobility Transit Formula Funds which shall then reduce the required local match to be \$720,583 and the FTA 5311 funds shall remain in the amount of \$525,658; and

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

Adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

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Kevin Dorcy, Authority Member

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Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** New Business – Item 6 – *Actionable*  
**Subject:** Capital Grant Agreement PTD0469  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Background:**

Attached is the Capital Grant Agreement PTD 0469 (“Agreement”) as a part of the Discretionary Grant Program relating to MTA’s purchase of two (2) replacement 35-foot heavy duty buses. MTA was awarded FTA 5339(b) federal funding for the purchase of those buses with the term of the Agreement being July 1, 2021 through the useful life of the Project Equipment.

Local funds in the amount of \$156,212 shall be committed to complete the project as set forth in the Agreement.

Legal Counsel has not had an opportunity to review this agreement due to date of receipt. Given that this is a standard agreement of WSDOT, staff has reviewed the agreement and finds it to be in order.

**Summary:** Approve Agreement PTD0469 between WSDOT and MTA for the purchase of two replacement 35-foot heavy-duty buses.

### **Fiscal Impact:**

Revenue from Federal funds \$468,636  
Local Funds: \$158,212

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve Resolution No. 2021-30 and the attached Agreement between WSDOT and MTA for the Discretionary Grant Program Capital Grant Agreement (Agreement#PTD0469).



**WSDOT Contact:** Alan Soicher

**WSDOT E-mail:** [soichea@wsdot.wa.gov](mailto:soichea@wsdot.wa.gov)

**WSDOT Phone:** 360-333-8946

<b>Discretionary Grant Program Capital Grant Agreement</b>	
<b>Agreement Number</b>	PTD0469
<b>Term of Agreement</b>	July 1, 2021 through the useful life of the Project Equipment
<b>Vendor #</b>	911554133
<b>CFDA #</b>	20.526 5339 Bus and Bus Facilities Formula Program
<b>DUNS</b>	832544217
<b>Service Area</b>	Jefferson, Kitsap, Mason and Thurston Counties
<b>Contractor:</b> Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265	
<b>Contact:</b> Amy Asher <b>Email:</b> <a href="mailto:aasher@masontransit.org">aasher@masontransit.org</a>	

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

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

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

**Section 1**

**SCOPE OF WORK AND BUDGET**

**Funding by Project**

**Project Title:** Purchase two (2) replacement 35-foot heavy-duty buses

**UPIN #** PTD0469

**Scope of Work:** Purchase two (2) replacement 35-foot heavy-duty buses

<b>Funds</b>	<b>Federal Award Identification #</b>	<b>Current Percentage</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Current and Projected Funds</b>
FTA 5339(b)		75%	\$ 468,636		\$ 468,636
Contractor's Funds	N/A	25%	\$ 156,212		\$ 156,212
Projected Grant Funds	N/A				\$ -
<b>Total Project Cost</b>		<b>100%</b>	<b>\$ 624,848</b>	<b>\$ -</b>	<b>\$ 624,848</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

## **Section 2**

### **Purpose of Agreement**

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR for the acquisition and operation of equipment to be used in the provision of public transportation services that meet the needs of persons in the State of Washington.

B. On projects where WSDOT is providing only state funds and the CONTRACTOR is using funds received directly from the federal government as their share or part thereof on the project, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations. If the CONTRACTOR is found in non-compliance with federal rules and regulations, the CONTRACTOR shall provide a written notification to WSDOT supplying details related to the non-compliance. Both parties will analyze and determine the impact on the scope, schedule, and funding of the project. Remedies required up to and including return of funds will be identified to ensure the project's scope of work is met as intended.

## **Section 3**

### **Scope of Project**

The CONTRACTOR shall undertake and complete the Project as described and detailed in Section 1. The CONTRACTOR shall operate the equipment in the service area as described in Section 1.

## **Section 4**

### **General Compliance Assurance**

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is incorporated herein as if fully set forth in this AGREEMENT.

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

## **Section 5**

### **Term of Agreement**

The Project period shall begin on the date shown in the caption space header titled "Term of Agreement" and shall continue through the useful life of the Project Equipment regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein. WSDOT has defined the useful life of vehicles in the Vehicle Disposition Schedule in the Guidebook, and any amendments thereto. Equipment (non-vehicles) useful life will be determined by WSDOT taking into consideration the manufacturer's recommended lifecycle.

## **Section 6**

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

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7(C) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1.

**Section 7**  
**Reimbursement and Payment**

A. State and/ or federal funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Section 1. Allowable Project expenses shall be determined by WSDOT as described in the Guidebook. In no event shall the total amount reimbursed by WSDOT exceed the amounts identified in Section 1.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Agreement." Such costs to be reimbursed shall be calculated as described in the Guidebook. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of the Agreement" as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period, as defined in RCW 43.88, starting on July 1 and ending on June 30 the following year within the timeframe set forth in the caption space header of this AGREEMENT entitled "Term of Agreement" during which the work was performed. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

D. For vehicle purchases, the titles shall designate WSDOT as the legal owner and the CONTRACTOR as the registered owner through the project period. Subject to the CONTRACTOR's compliance with all terms of this AGREEMENT, WSDOT will release the interest of ownership of the Project Equipment to the CONTRACTOR in writing thirty (30) days from the end of the useful life of the Project Equipment, as defined in the Guidebook.

**Section 8**  
**Purchases**

The CONTRACTOR shall make purchases of any Project Equipment pursuant to this AGREEMENT through procurement procedures approved in advance in writing by WSDOT.

**Section 9**  
**Inspection Upon Delivery**

The CONTRACTOR shall inspect any Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty (30) calendar days of the Project Equipment acceptance.

**Section 10**  
**Miscellaneous Charges and Conditions**

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

**Section 11**  
**Assignments and Subcontracts**

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

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Sections 11 through 24, and Section 30 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

**Section 12**  
**Reports and Use of Project Equipment**

A. The CONTRACTOR agrees that the Project Equipment shall be used for the provision of transportation service within the area described in the caption space header titled "Service Area," for the Project Equipment's useful life as set forth in Section 5 – Term of Agreement of this AGREEMENT. The CONTRACTOR further agrees that it will not use or permit the use of the Project Equipment in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same or permit the Project Equipment to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project Equipment during the useful life of the Project Equipment, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the state share expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project Equipment is withdrawn from Project use or when Project Equipment is used in a manner substantially different from that identified in Section 1. If the Project Equipment is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project Equipment.

B. **Reports.** The CONTRACTOR shall prepare any required quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, or as requested by WSDOT. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project Equipment and shall submit the following reports in a format and at such times as prescribed by WSDOT until the useful life of the Project Equipment expires:

1. Reports describing the current usage of Project Equipment include, but are not limited to:
  - a) Project Passenger Trips Provided
  - b) Project Service Hours Provided
  - c) Project Revenue Service Miles Provided
  - d) Asset Management Plan
  - e) Vehicle or Equipment Inventory

2. If alcohol/drugs potentially contributed to the damage of the Project Equipment, such that drug/alcohol testing was triggered/required/needed in order to determine if the drug/alcohol use contributed to the damage, then the Contractor has to let WSDOT know that as well.

3. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. If the project is receiving Transit Coordination or Regional Mobility grant funds, in addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

D. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use any Project Equipment in a manner materially different from that described in Section 1, and the "Service Area" identified in the AGREEMENT header of this AGREEMENT. If WSDOT determines that Project Equipment has been used in a manner materially different from that described in Section 1 and/or the "Service Area" identified in the caption space header above, WSDOT may direct the CONTRACTOR to dispose of the Project Equipment acquired by the CONTRACTOR. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

### **Section 13**

#### **Maintenance of Project Equipment**

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project Equipment to assure it remains in good and operational condition for the useful life of the Project Equipment. All service, materials, and repairs in connection with the use and operation of the Project Equipment during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT. All other CONTRACTORS must have a WSDOT-approved written Vehicle Maintenance Plan or submit one to WSDOT for approval by October 1, 2021, or prior to the receipt of their first grant-funded vehicle. The CONTRACTOR agrees to, at a minimum, service the Project Equipment and replace parts at intervals recommended in the manual provided by the manufacturer of the Project Equipment, or sooner if needed. The CONTRACTOR shall take the Project Equipment to an appropriate service and repair facility for any service and repair under the manufacturer's warranty, if applicable. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project Equipment in accordance with Section 20, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

### **Section 14**

#### **No Obligation by the State Government**

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

### **Section 15**

#### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

## **Section 16**

### **Ethics**

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

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

## **Section 17**

### **Compliance with Laws and Regulations**

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

## **Section 18**

### **Environmental Requirements**

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

## **Section 19**

### **Accounting Records**

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

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

## **Section 20**

### **Audits, Inspection, and Retention of Records**

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-

keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

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

**C. Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

### **Section 21**

#### **Labor Provisions**

**Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

### **Section 22**

#### **Liens on Project Equipment**

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in Section 1. When the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their useful life. The CONTRACTOR accepts WSDOT's legal ownership of the Project Equipment during its useful life and agrees that it shall not use the Project Equipment as collateral, nor shall the CONTRACTOR encumber the Project Equipment in any way. The CONTRACTOR shall follow the terms stated in Section 11A regarding use and disposal of all Project Equipment. For equipment (non-vehicles), WSDOT's lien shall equal the proportional Federal and/or State funded share, as identified in this AGREEMENT, of the disposable value of the Project Equipment. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project Equipment in a manner determined by WSDOT.

### **Section 23**

#### **Loss or Damage to Project Equipment**

**A.** The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project Equipment using either of the following methods:

1. The CONTRACTOR shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the value of the Project Equipment; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal, annually thereafter; or

2. The CONTRACTOR shall provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project Equipment, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project Equipment does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all the insurance proceeds received to repair the Project Equipment and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project Equipment and place it back into service.

C. If the Project Equipment is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project Equipment; or

2. Does not intend to replace the lost Project Equipment.

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT, WSDOT may reimburse the CONTRACTOR for its proportionate share of the proceeds.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

#### **Section 24**

##### **Changed Conditions Affecting Performance**

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

#### **Section 25**

##### **Coordination of Special Needs Transportation**

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

#### **Section 26**

##### **Disputes**

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

appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

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

**C. Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

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

## **Section 27 Termination**

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

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by

written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Abuses or misuses the Project Equipment, including, but not limited to:
  - a) Failure to maintain the Project Equipment according to the manufacturer's standards;
  - b) Failure to repair damages or replace defective or broken parts in a timely manner;
  - c) Failure to take any necessary and reasonable action which could affect the ability of the Project Equipment to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
  - d) Failure to make reasonable and appropriate use of the Project real property, facilities, or equipment.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

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

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

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

## **Section 28**

### **Forbearance by WSDOT Not a Waiver**

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

**Section 29**  
**Lack of Waiver**

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

**Section 30**  
**Limitation of Liability**

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

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

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

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

**Section 31**  
**Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and

documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

### **Section 32 WSDOT Advice**

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

### **Section 33 Venue and Process**

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

### **Section 34 Subrogation**

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

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

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

### **Section 35 Counterparts**

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

### **Section 36 Complete Agreement**

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

**Section 37  
Severability**

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

**Section 38  
Execution**

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

**Section 39  
Order of Precedence**

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

1. Federal Law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 40  
Agreement Close Out**

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement" by written notification and in its capital Quarterly Progress Report, as referenced in the Guidebook, in which the project is completed. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the Project completion date.

**Section 41  
Binding Agreement**

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

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

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

By: \_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT I**  
**Summary of Federal Requirements and Incorporating by Reference Annual List of**  
**Certifications and Assurances for FTA Grants and Cooperative Agreements**  
**("Certifications and Assurances") and Federal Transit Administration Master Agreement**  
**("Master Agreement")**

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

Note and comply with the following language stated under the master agreement:

*"Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement."*

Without limiting the foregoing, the following are some requirements applicable to transactions covered by this AGREEMENT

**1. Changes to Federal Requirements** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**2. Civil Rights**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry

out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **3. Disadvantaged Business Enterprises**

- The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

**4. ADA Access** - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

**5. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**RESOLUTION NO. 2021-30**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING CAPITAL GRANT AGREEMENT PTD0469 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

**WHEREAS**, Mason Transit Authority has received notification of the award of FTA 5339(b) Capital Grant funds in the amount of \$468,636 as a part of the Discretionary Grant Program through Washington State Department of Transportation; and

**WHEREAS**, Mason Transit Authority was awarded those FTA 5339(b) funds for the purchase of two 35-foot heavy duty buses as identified in the agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the Capital Grant Agreement PTD0469 of the Discretionary Grant Program between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$624,848, of which \$156,212 shall be the required local match; and

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

Adopted this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Sharon Trask, Chair

\_\_\_\_\_  
Sandy Tarzwell, Vice Chair

\_\_\_\_\_  
Cyndy Brehmeyer, Authority Member

\_\_\_\_\_  
John Campbell, Authority Member

\_\_\_\_\_  
Kevin Dorcy, Authority Member

\_\_\_\_\_  
Matt Jewett, Authority Member

\_\_\_\_\_  
Wes Martin, Authority Member

\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Kevin Shutty, Authority Member

APPROVED AS TO CONTENT: \_\_\_\_\_  
Amy Asher, General Manager

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tracy Becht, Clerk of the Board

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report – Item 1 – *Informational*  
**Subject:** Financial Reports – August 2021  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Summary for Informational Purposes:**

Included is the financial performance for August 2021 Financial Reports.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for June 2021 (received August 31, 2021) was \$640,945, 13% higher than June 2020.

#### *Year-to-Date Revenue & Expenses*

It is expected that YTD revenue and expenses would be at 66.7% (8/12) of the budget through the end of the year. Total YTD Revenue is over budget at 89.9%. Total YTD Operating Expenses are under budget at 56.2%.

- The agency has spent \$9,372 in COVID-19 related expenditures YTD.
- \$2,500,000 was transferred to the investment account on 08/06/2021.
- Capital Project Reserves has been replenished with the receipt of Q2 grant reimbursements.

### **Fiscal Impact:**

August's fiscal impact reflects total revenues of \$704,160 and operating expenses of \$521,869 for a net income of \$182,291.

# Mason Transit Authority Statement of Financial Activities

% through the year: 66.7%

September 2021 Board Report

August Statement of Financial Activities	August Actual	2021 YTD Actual	2021 Budget	Notes	Percentage of Budget Used
<b>Revenue</b>					
Passenger Fares	\$ 3,003	\$ 23,257	\$ 32,500		71.6%
PSNS Worker/Driver & Vanpool Fares	8,360	81,496	150,500		54.2%
<b>Total Operating Revenue (Fares)</b>	<b>11,363</b>	<b>104,753</b>	<b>183,000</b>		<b>57.2%</b>
Sales Tax	395,696	4,070,007	4,054,264	(1)	100.4%
Operating Grants	280,304	2,423,601	2,992,852	(2)	81.0%
Rental Income	11,700	92,312	144,180		64.0%
Investment Income	1,509	8,723	50,000		17.4%
Other Non-operating Revenue	3,588	23,726	53,410	(3)	44.4%
<b>Total Revenue</b>	<b>704,160</b>	<b>6,723,121</b>	<b>7,477,706</b>		<b>89.9%</b>
<b>Expenses</b>					
Wages and Benefits	385,561	3,164,501	5,474,061		57.8%
Contracted services	25,835	227,991	346,332		65.8%
Fuel	29,705	208,086	300,750	(4)	69.2%
Vehicle/Facility Repair & Maintenance	18,530	118,113	265,752		44.4%
Insurance	15,821	126,571	210,364		60.2%
Intergovernmental - Audit Fees	11,402	11,402	38,000		30.0%
Rent - Facilities and Park & Ride	4,494	28,449	42,500		66.9%
Utilities	13,090	105,811	158,839		66.6%
Supplies & Small Equipment	10,815	73,140	226,590	(5)	32.3%
Training & Meetings	190	6,611	39,935		16.6%
Other operating expenses	6,427	95,960	307,808	(6)	31.2%
<b>Total Operating Expenses</b>	<b>521,869</b>	<b>4,166,634</b>	<b>7,410,931</b>		<b>56.2%</b>
<b>Net Income (Deficit) from Operations</b>	<b>\$ 182,291</b>	<b>\$ 2,556,487</b>	<b>\$ 66,775</b>		

## 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 Q1-21 & Q2 actuals, plus July & August accruals.
(3)	Includes LMTAAA Volunteer program revenue - \$14,678; Volunteer Donations - \$1,098; Sale of Maintenance Services - \$766; Community Van - \$0; Gain/Loss on Disp. of Asset - \$1,845; Sales Tax Interest Income - \$2,005; Insurance Recoveries - \$586; WSTIP Network Safety Grant - \$2,000.
(4)	Average diesel price per gallon year to date is \$2.29 up 28% . Average gasoline price per gallon year to date is \$3.12.
(5)	Printing- \$5,499; Cleaning/Sanitation/Safety supplies - \$14,890; Office Supplies - \$4,704; Shop Supplies - \$8,198; Small Tools & Equipment - \$3,530; IT Equipment - \$10,343; Communications Equipment - \$4,662; Operating Supplies - \$4,520; Small Equipment & Furniture - \$8,902; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Volunteer Driver Reimbursement, Dues, Memberships, and Subscriptions. Expenses through the year include: Volunteer Driver Program reimbursements - \$12,189; Advertising - \$45,740; Merchant/Credit Card fees - \$2,566; Dues, Memberships, Subscriptions - \$26,956; Unemployment Insurance - \$2,739; plus other misc. operating expenses.

# Mason Transit Authority Cash and Investments

September 2021 Board Report

## Cash Balances

	7/31/2021	8/31/2021	Change
Cash - MC Treasurer	\$ 1,655,012.79	\$ 1,726,168.05	\$ 71,155.26
Investments - MC Treasurer	9,500,000.00	12,000,000.00	2,500,000.00
Payroll - ACH Columbia Bank	190,151.29	\$ 193,088.68	2,937.39
Petty Cash/Cash Drawers	500.00	500.00	-
<b>TOTAL</b>	<b>\$ 11,345,664.08</b>	<b>\$ 13,919,756.73</b>	<b>\$ 2,574,092.65</b>

## Cash Encumbrances

Grant Related:

Purchase two coaches. Received award of \$468,636 - 5339 Fed. Encumbered funds to be used for the match and balance exceeding the award amount.	\$ 564,416
Purchase 1-35' coach and 6 cutaways. State vs. Fed. - \$952,145. 25% match.	317,381
<b>Total Grant Match</b>	<b>\$ 881,797</b>

Reserves:

Total Grant Match	881,797
General Leave Liability (Vacation/Sick)	217,575
Emergency Operating Reserves	2,000,000
Facility Repair Reserve	150,000
Emergency/Insurance Reserves	100,000
Future Operating Reserves	4,400,000
Capital Project Reserves <sup>1</sup> /Park and Ride Projects	4,000,000
Fuel Reserves	120,000
IT Investments	60,000
<b>Total Encumbered</b>	<b>\$ 11,929,372</b>

Total of Cash	\$ 13,919,756.73
Less Encumbrances	11,929,371.82
<b>Undesignated Cash Balance Total (Including Reserves)</b>	<b>1,990,384.91</b>
Investments - MC Treasurer (Reserves)	12,000,000.00
Less Encumbrances	11,929,371.82
<b>Undesignated Cash Reserves</b>	<b>\$ 70,628.18</b>

Sales Tax Revenue received in excess of the budgeted amount will be reserved in Capital Project Reserves.

## Mason Transit Authority Capital Budget

September 2021 Board Report

As of August 31, 2021

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Costs to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	9,335,000	1,187,500	-	4,183,694	8,960,145	Construct or improve 5 park & rides throughout county.
<del>Radich building roof repair</del> Replaced with Wheel End Hoists.	40,000	40,000	6,209	-	46,209	46,209	Project funded by Rural Mobility Formula Funds (sales tax equalization). Will seek grant or dedicate sales tax equalization funds to upgrade wiring and other improvements to the Radich Building.
Radich Building improvements	100,000	-	-	100,000	-	-	Project funded by Rural Mobility Formula Funds (sales tax equalization).
Scissor Lift - TCC	17,300	17,300	261	-	17,561	17,561	Maintenance
Utility Trailer	5,000	-	5,000	-	2,795	2,795	Replace units in Buildings 1 and 2
HVAC Units at JP	50,000	-	-	50,000	-	-	New IT switches and firewalls.
IT Equipment	50,000	-	50,000	-	69,145	69,145	Phone system upgrades to be completed not more than \$20,000. Unspent budget to offset IT Equipment network upgrades and install.
Phone System	75,000	-	75,000	-	13,719	13,719	Contingent on future sales tax equalization.
TCC Customer Service Office Remodel	50,000	-	-	50,000	-	-	Contingent on future sales tax equalization.
TCC Generator	100,000	-	-	100,000	-	-	Will not be used. Implemented cloud based eFax service.
Fax Machine	8,000	-	8,000	-	-	-	Budgeted for 4, purchased 3 workstations admin staff
Admin Office - Furniture and Fixtures	20,000	-	20,000	-	7,327	-	Build walls for offices in admin area at T-CC
Admin Office	55,000	-	55,000	-	-	-	
<b>Total Misc Capital Projects</b>	<b>11,092,800</b>	<b>9,392,300</b>	<b>1,406,970</b>	<b>300,000</b>	<b>4,340,450</b>	<b>9,109,574</b>	
2 - 35' Coaches	1,033,052	468,636	564,416	-	1,025,958	1,025,958	Pending issuance of FTA/WSDOT contract to submit for reimbursement.
1 - 35' Coach; 6 - Cutaways	1,269,526	952,145	317,381	-	-	-	Contingent on grant application being awarded. AWARD SUCCESSFUL 05/2021
Mini Cutaway	96,650	96,650	-	-	92,275	92,275	Expansion vehicle; funded by Rural Mobility Formula Funds (sales tax equalization).
<b>Total Vehicle Replacements</b>	<b>2,399,228</b>	<b>1,517,431</b>	<b>881,797</b>	<b>-</b>	<b>1,118,233</b>	<b>1,118,233</b>	
<b>Total Capital Projects</b>	<b>\$ 13,492,028</b>	<b>\$ 10,909,731</b>	<b>\$ 2,288,767</b>	<b>\$ 300,000</b>	<b>\$ 5,458,683</b>	<b>\$ 10,227,807</b>	

Capital Project Reserves - \$4,000,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

# Mason Transit Authority Sales Tax Receipts

September 2021 Board Report

Sales Tax Collected as of 8/31/2021 for 06/30/2021

Monthly Cash-Flow Trend (January - December)



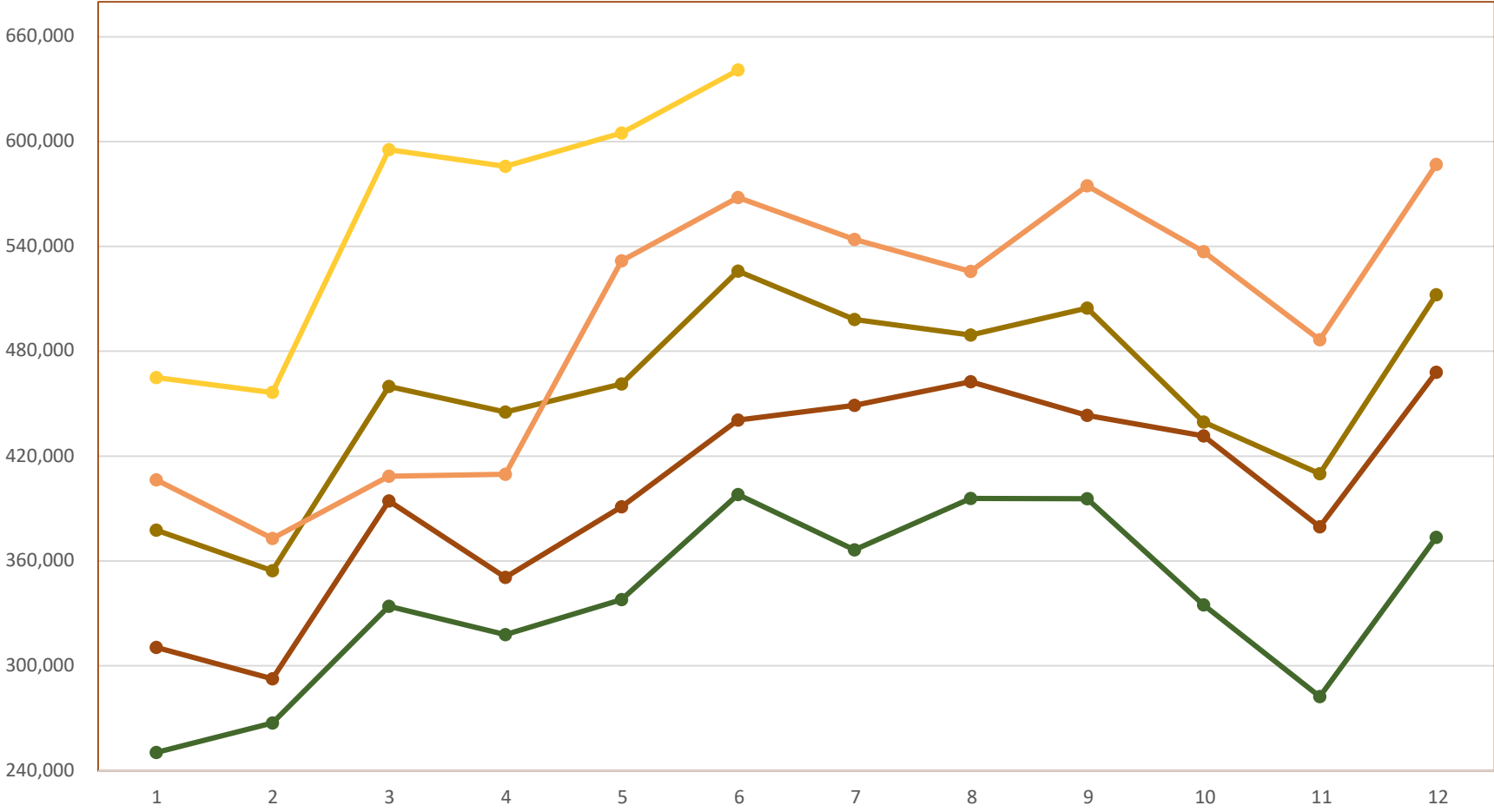
	2018	2019	2020	2021 Budget	2021 Actual	2020 Budget Variance	% Change 2020 - 2021 Actual
January	310,547	377,689	406,391	250,512	464,970	86%	14%
February	292,604	354,467	372,932	267,297	456,479	71%	22%
March	394,293	459,822	408,506	334,132	595,307	78%	46%
April	350,586	445,171	409,532	317,834	585,816	84%	43%
May	391,052	461,236	531,711	337,957	604,875	79%	14%
June	440,606	525,839	568,045	397,996	640,945	61%	13%
July	449,080	498,248	543,942	366,369			
August	462,622	489,291	525,644	395,696			
September	443,327	504,696	574,589	395,670			
October	431,530	439,534	536,963	334,940			
November	379,605	409,930	486,561	282,327			
December	467,960	512,346	586,883	373,534			
	4,813,813	5,478,270	5,951,698	4,054,264	3,348,392		

Budget Variance Average - YTD 76%

% Change 2020 vs 2021 Actual Average - YTD 25%

# Monthly Sales Tax Trend

2018 2019 2020 2021 Budget 2021 Actual



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 2 – *Informational*

**Subject:** Management Reports

**Prepared by:** Tracy Becht, Executive Assistant

**Approved by:** Amy Asher, General Manager

**Date:** September 21, 2021

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 21, 2021

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 21, 2021

## GENERAL MANAGER'S REPORT

### General Manager Report:

#### **Park & Ride Development:**

- Began coordination with legal counsel, Mason County and WSTA on solutions to long term vehicle parking at park and rides, specifically Cole Road park and ride.
- Please see the Park and Ride report from Maintenance for information.

#### **WSTIP:**

- Attended WSTIP Executive Committee meeting.
- Continued coordination with WSTIP on legal matters.

#### **WSTA/SMTA:**

- Participated in weekly SMTA and WSTA coordination calls with other General Managers from around the state.
- Participated in WSTA 3<sup>rd</sup> Quarter Board meeting.

#### **Webinars:**

Attended the following webinars:

- FTA Listening Session series on Restoring Ridership.
- FTA National Transit Renewal Summit.
- Part 2 of Summit Law webinar on vaccine mandates.

#### **External Activities:**

- Continued meeting with MTA Board Members.
- Participated in weekly calls with Mason County Joint Information Center for COVID updates.
- Participated in Peninsula RTPO Executive Board meeting.
- Participated in Olympic Peninsula General Manager's Coordination meeting.
- Participated in Peninsula RTPO TAC meeting.

#### **Internal Activities:**

- Facilitated Join Labor Management Committee meeting.
- Continued coordination with IT and Administrative Services Staff on cyber security options to implement in light of increased insurance costs.
- Participated in monthly safety committee meeting.
- Facilitated Employee Engagement Committee.
- Facilitated weekly Management Leadership meetings.
- Reviewed capital projects with Facilities and Maintenance Manager in preparation for 2022 budget
- Rode MTA Fixed Routes to get to know service area, riders and meet drivers.
- Attended MTA Audit Exit Conference, where we had a clean audit thanks to our staff's excellent work!

## TEAM UPDATES

### **ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty**

#### **HR Support:**

- Managed Driver recruitment to a close. We had 21 applicants, with interviews taking place the week of September 13<sup>th</sup>. The intent is to hire 5 drivers for the October 19, 2021 class.
- Participated in the Employee Engagement Committee meeting.
- Participated in the monthly Safety Committee meeting.
- Attended Part 2 of Summit Law's Vaccine Mandate webinar series.
- Attended SHRM Olympia webinar on WA CARES Act.
- Provided multiple communication to staff about WA CARES Act and opt-out options provided by AWC.
- Attended Trustmark Long Term Care + Life Insurance webinar to capture information to pass along to staff.
- Attended Drug and Alcohol Program Manager meeting with other transits across the state.
- Currently performing a wage analysis by position for 2022 budgeting and upcoming 2022 driver wage negotiations.

#### **Administrative Services Support**

- Attended virtual training from the National Transit Institute for 2021 NTD reporting requirements.
- Attended the monthly WSTIP Executive Committee meeting.
- Successfully migrated the finance software from local servers to MIP Cloud.
- Attended WSDOT grant management training.
- Finalized work with SAO Auditor to bring the 2020 audit to a successful close.
- SAO Exit Conference took place on 9/13/2021. Exit Conference packets were provided to all board members.
- Attended WSTA Finance Committee quarterly meeting.
- Provided budgeting tools to managers and department purchasers to begin 2022 budget process.

### **MAINTENANCE/FACILITIES – Marshall Krier**

#### **Outreach and meetings:**

- Met and updated agenda for Fall WSTA conference and maintenance forum.

#### **T-CC Facility:**

- Pickleball sessions continue in the gym this August and 85 players attended. Tele-care is conducting weekly training for their staff and 11 students attended in August.
- 14 people utilized the kitchen in August.
- Continuing to host outreach tables with Shelton Youth Connections on Thursdays and Public/Health Department on Wednesdays in the T-CC Atrium.

#### **T-CC Building Projects/Purchases/Maintenance**

- Completed radio antenna and base station installation for Operations.
- Meeting with Tyler H. and DESCO regarding conference room audio equipment.
- Continuing the basement retro fit project at the T-CC. Will be calling it the "T-CC Shop" soon!

#### **Johns Prairie and Belfair Building Projects/Purchases/Maintenance**

- Continuing with Voyager and FASTER fuel integration.
- Completed 5-year sprinkler, back flow and fire alarm panel inspections in September.
- Scheduling annual sewer pipe cleaning.

## Park and Rides

- **Shelton Matlock:** Light poles installed. Waiting on security cameras and landscaping.
- **Pear Orchard:** Wrapping up charger installation
- **Belfair.** Construction is progressing. Decided on security camera solutions and arranged to have radio antennas installed. Started ordering materials and supplies for the building. I anticipate this project to be completed in October 2021.
- **Pickering and Cole Rd:** Construction is progressing at both facilities, hopefully we can obtain the security cameras and bring these projects to completion

## OPERATIONS – Mike Ringgenberg

- **CDL:** Lisa D. took James L, the new maintenance worker, to test for his CDL—He passed!! Congrats James!!
- **COVID-19:** We transported 1 COVID-19 positive rider who was getting released from the hospital and one rider to get a COVID-19 test.
- **Gorst Coalition:** Attended a Gorst Coalition meeting to discuss the \$400M improvement project for the Gorst SR3/SR 16 Corridor.
- **Meetings:** I attended the monthly Emergency Management at Mason County and a National Transit Renewal Summit Webinar.
- **Ridership:** We had 15,435 total riders in all modes of transportation in August 2021. This is an increase of 349 riders from July 2021.
- **Ride Recoveries:** Operations staff conducted four ride recoveries to ensure all passengers got to their final destinations.
- **Safety Meeting:** We conducted an MTA Safety meeting on August 31 to discuss concerns and to review the first draft of the 2021-2022 Inclement Weather Plan.
- **Shake-Up:** MTA suspended the route 4, route 16 and all Zipper routes on August 23 due to driver unavailability. Our Service Review Committee met on August 28 to begin drafting blocks of work and shifts for the upcoming October 25 Driver Shake up.
- **Training:** Lisa D. conducted training for 13 in-service driver trainers. Lisa also attended a WSTIP-Mental Health First Aid C.A.R.E. Online Training. Chris conducted DAR and tablet refresher training for 1 driver and conducted PPE training for 4 Volunteer Drivers. Trina trained two drivers on tablets. Three supervisors attended Assault Awareness and Prevention for Transit Operators online class. This class will be presented to all drivers during the 1<sup>st</sup> quarter of 2022.

## 2021 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

2021 Work Items	Completed as of 9/17/2021	Progress
<b>Objective 1: Safe and Secure</b>		
1st Quarter Driver training and refresher training as required	✓	Training in CPR/AED/FA; Trina completed Defensive Driver Instructor Recertification
2nd Quarter Driver training and refresher training as required	✓	Training in CPR/AED/FA.
3rd Quarter Driver training and refresher training as required	✓	Training in CPR/AED/FA; Trina completed Defensive Driver Instructor Recertification. Supervisors attended Assault Awareness and Prevention for Transit Operators. Will train all staff early 2022.
4th Quarter Driver training and refresher training as required		
Change from flag stop to fixed stop in urban area of Shelton		Safety committee is creating a bus stop committee to begin looking at existing stops and siting future.
Curbs or bollards at Johns Prairie	✓	Bollards are in place along the building where parking is available.
Review WSTIP Best Practices for Safety		
Continue to monitor COVID-19 compliance and adjust for any mandates as needed		On-going.
Update Safety Manual and prepare Emergency Plan		The Safety Committee is reviewing with follow up at the 5/25 meeting.
Roof replacement for the Radich building		Project replaced with the investment in wheel-end hoists as per Motion at April 2021 meeting. Facilities committee to convene and discuss prior to 2022 budget development.
L&I Review of the T-CC		
<b>Objective 2: Effective Transportation Services</b>		
Benchmark route performance and monitor low-performing routes		
Review DAR services and hours to ensure efficiency and availability of resources		
Seek new route opportunities		February new route to Olympia started that will utilize Shelton-Matlock Park & Ride once open.
Passenger Apps for scheduling and tracking bus		In April - passenger app went live and we are using bus tracking. Passenger bus tracking coming September.
Sign at T-CC for estimated time of arrivals for fixed route		Summer time project. Work will be coordinated with external IT firm.
Explore on-demand services for Shelton and Belfair		
Internal assistance with Volunteer Driver Program Transportation		MTA Extra Board Drivers provided 109 volunteer rides in 2021. Program to end with MTA in 2022.
Conduct outreach for all service changes and new park & ride openings		Shelton/Matlock, Pickering and Cole Road nearing completion. Pear Orchard opened August 2021.
Plan for restoring to full service (Pre-COVID) and adjust where needed to improve service		September 2021 - Interviewed drivers to prepare for service restoration in late 2021 early 2022.
<b>Objective 3: Financial Stewardship</b>		
Records Management - Network reorganization		Ongoing paper records continue to be analyzed for archive parameters, mapping of network restructure underway.
Continued work in records management		Exploring scan and toss. Tracy and Tyler in motion.
Hire an Accounting Coordinator with high level accounting skills	✓	Completed August 2021.
Prepare Fixed Asset policy, Investment policy, and other financial policies as identified		Collecting policy examples from peer transit ASK responses for Investment and Reserve policies.
Explore moving MIP accounting software to the Cloud		This will happen EOY, once term of annual maintenance fee is exhausted.
Review 5-year sustainability plan and adjust as needed		Began updating sustainability. With the addition of federal COVID-19 grants, we are achieving our 5-year Sept 21, 2021 Regular Mtg 72 The American Rescue Plan award will be before publishing.

Plan financially for future service changes or increases		Planning for service restoration to pre-COVID levels.
Prepare for GASB changes on leases and other regulations	√	Attended training by SAO & GFOA. Setting new leases to better comply with GASB.
<b>Objective 4: Community Partnerships and Responsibility</b>		
Conduct Community Conversations to solicit input regarding MTA services		
Participate in community events as available	√	Ongoing. Participating in Preparedness event September 2021.
Park & Ride project (through 2023)		Park & Ride projects slated for substantial completion by year-end 2021.
Promote Partnerships with City, County and other entities by serving on committees, boards, supporting projects, etc.	√	Ongoing. Leadership team participates in WSTA Committees, EDC, Mason JIC, PRTPO, & TAC meetings.
Continue delivery assistance for Meals on Wheels and Commodity Boxes for senior centers		Delivered 2,586 meals and commodity boxes in YTD 2021
Transporting clients in cooperation with hospital and health department		7 riders were transported in January to be tested for COVID-19; throughout March-May, three (3) COVID-19 positive passengers were transported to or from medical appointments, and one passenger transported from Mason General Hospital to the passenger's residence. Three (3) passengers were transported to receive their COVID vaccinations and in collaboration with the HUB, 140 clients were transported to obtain COVID vaccinations.
1st Quarter PR Campaigns		DAR, COVID safety, Busing on the Lookout, Employee of the Year
2nd Quarter PR Campaigns		
3rd Quarter PR Campaigns		
4th Quarter PR Campaigns		
<b>Objective 5: Workplace Culture</b>		
Continue Employee Engagement Committee for seeking opportunities to improve the work environment	√	Committee continues to meet. Met August 30 to discuss communication plan. Next meeting early October.
Launch Communication Flow Plan		Communication flow plan is substantially complete and will be reviewed by managers before launch to staff.
Coordinate events with EMC		EMC supported local business Hunter Farms by purchasing May Day flowers for a staff event. Events for the balance of the year are under consideration.
Create committee for Belfair Office furnishings		
Encourage Castlight Challenges		
Create Uniform committee to select new uniform items		
Strive to meet goals and objectives of EEO program to broaden employment opportunities for all protected classes		Paylocity allows us to identify candidate classifications for consideration in the hiring process.
Consult with contractor for remodeling/updating Customer Service office at the T-CC		
Continue reviewing policies		Committee meets as needed to review policies.

## **Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Report Item 3 - *Informational*  
**Subject:** Mason Transit Authority Regional Mobility Park and Ride Progress Update  
**Prepared by:** Patrick Holm, Project Manager, SCJ Alliance  
**Approved by:** Amy Asher, General Manager  
**Date:** September 21, 2021

### **Summary for Discussion Purposes:**

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

Pear Orchard Construction: The Pear Orchard park and ride has been completed.

Belfair Park and Ride Construction: Roglin's is sending in submittals and RFIs. Roglin's is progressing site and building construction. Roglin's is progressing building construction. Landscaping is currently taking place and the electrical contractor is in the process of installing the light poles and security equipment. The estimated completion for this site is November 2021.

Shelton Matlock Park and Ride Construction: The electrical contractor was waiting on light pole heads which have now been delivered. The estimated completion for this site should be by the end of September.

Pickering Road Park and Ride Construction: Roglin's has completed most site work at Pickering Road. The final steps are completing the illumination and security system. Several light pole arms and wiring were stolen so the electrical contractor is in the process of re-ordering these items. The estimated completion for this site is now October 2021.

Cole Road Park and Ride Construction: The electrical contractor was waiting on light pole heads which have now been delivered. The estimated completion for this site should be by the end of September.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Informational Item 4 – *Informational*  
**Subject:** Operational Statistics  
**Prepared by:** LeeAnn McNulty, Administrative Services Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** September 20, 2021

**Background:**

The attached ridership data displays In County, Out of County, Demand Response and Worker Driver ridership as well as combined total ridership per month since 2018.

Average daily total ridership based on # of service days in the month in 2021:

January	- 24 service days	485
February	- 23 service days	569
March	- 27 service days	599
April	- 26 service days	605
May	- 25 service days	568
June	-26 service days	598
July	- 27 service days	558
August	- 26 service days	594

**RIDERSHIP DATA CHARTED**

