



AGENDA

Mason Transit Authority Board
Regular Meeting
October 19, 2021, 4:00 p.m.
Mason Transit Authority
Port of Allyn
18560 East State Route 3
Allyn

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 2557 383 2708 (Password) 0790

Members of the public may also attend in person.

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 September 21, 2021 MTA regular Board meeting.
2. Pg. 07: Check Approval: Sept 16 – Oct 11, 2021

REGULAR AGENDA

UNFINISHED BUSINESS: [None.]

NEW BUSINESS:

1. Pg. 14: First View of 2022 Budget– *DISCUSSION* (LeeAnn)
2. Pg. 20: Request for Additional FTE – *ACTIONABLE* (Marshall)
3. Pg. 22: Capital Grant Agreement PTD 0344– Resolution No. 2021-31 – *ACTIONABLE* (LeeAnn)
4. Pg. 42: Cybersecurity Procurement with Right! Systems Inc. – *ACTIONABLE* (LeeAnn)
5. Pg. 53: Contract for Public Relations – Resolution No. 2021-32 – *ACTIONABLE* (Amy)
6. Pg. 77: Expansion of Consent Agenda Items – *DISCUSSION* (Amy)
7. Pg. 78: Conducting Public Hearings – *DISCUSSION* (Amy)

INFORMATIONAL

Reports

1. Pg. 79: Financial Reports
2. Pg. 85: Management Reports
3. Pg. 93: Park and Ride Update
4. Pg. 94: Operational Statistics
5. Pg. 96: JayRay Report

GENERAL MANAGER'S REPORT

COMMENTS BY BOARD

ADJOURNMENT

UPCOMING MEETINGS:

MTA Board Meeting

**Mason Transit Authority
Regular Meeting**

November 16, 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
September 21, 2021
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

CALL TO ORDER: 4:05 p.m.

ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present: Sharon Trask (arrived 4:07 PM), Chair; Sandy Tarzwell, Vice Chair; Cyndy Brehmeyer, John Campbell, Kevin Dorcy, Matt Jewett, Randy Neatherlin and Wes Martin. **Quorum met, Board member Brehmeyer attended in person and the remaining named Board members were present via WebEx virtual conference.**

Authority Voting Board Members Not Present: Kevin Shutty

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

Citizen Advisor to the Board Present in Person: John Piety

MTA Staff present via WebEx: Amy Asher, General Manager; Mike Ringgenberg, Operations Manager; LeeAnn McNulty, Administrative Services Manager; and Marshall Krier, Maintenance and Facilities Manager.

MTA Staff present at T-CC: Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, Technical Support Analyst.

Others present via WebEx virtual conference: Robert Johnson, MTA Legal Counsel.

ACCEPTANCE OF AGENDA

Moved that the agenda for the September 21, 2021 Mason Transit Authority (MTA) regular board meeting be approved. **Tarzwell/Campbell. Motion carried.**

PUBLIC COMMENT – None.

CONSENT AGENDA

The Board Clerk brought forth to the Board as requested by Mason Transit’s Legal Counsel, a correction to the Executive Session section of the August 17, 2021 minutes to read as follows: “....The Board Chair announced that the meeting was moving into Executive Session *for*

discussion of threatened or pending litigation, at 4:08 PM and stated that it would be for 10 minutes...."

Moved to approve Consent Agenda items 1 and 2 with Consent Agenda Item 1 being amended as described above:

1. Minutes of the August 17, 2021 MTA regular Board meeting, as amended;
and
2. Payments of August 16, 2021 through September 15, 2021 financial obligations on checks#35577 through 35654, as presented for a total of \$645,623.19.

Campbell/Tarzwell. Motion carried.

REGULAR AGENDA

UNFINISHED BUSINESS [None.]

NEW BUSINESS

1. **Surplus Inventory.** LeeAnn McNulty, Administrative Services Manager, indicated to the Board that staff was bringing this to the Board for approval of disposing of surplus communication equipment and accounting software that is no longer in use or useful. **Moved** 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. **Campbell/Tarzwell. Motion carried.**
2. **Fourth Amendment to Capital Grant Agreement GCB 2304.** As indicated at the prior MTA Board meeting, Ms. McNulty is bringing this amendment for approval by the Board which provides for MTA accessing unspent sales tax equalization dollars as indicated in the contract. **Moved** 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. **Tarzwell/Campbell. Motion carried.**
3. **First Amendment to Operating Grant Agreement PTD0268.** Ms. Asher shared that the next three amendments to grant agreements relate to receiving sales tax equalization and Paratransit Special Needs funds which will reduce the amount of MTA's local funds. She indicated that these three grant agreements were before the Board for approval last month, but at that time the sales tax equalization amounts were not yet known. **Moved** 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. **Tarzwell/Martin. Motion carried.**
4. **First Amendment to Operating Grant Agreement PTD0269.** Ms. Asher indicated this was the second of the three agreements that were being amended to reflect the inclusion of the sales tax equalization funds and Paratransit Special Needs funds that will reduce the amount of MTA's local funds. **Moved** 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.

Tarzwel/Neatherlin. Motion carried.

5. **First Amendment to Operating Grant Agreement PTD0270.** Ms. Asher stated this was the third of the three agreements being amended to reflect the inclusion of the sales tax equalization funds that will reduce the amount of MTA's local funds. Vice Chair Tarzwel wanted to confirm her understanding that basically the money was moving between different pots within each agreement to which Ms. Asher confirmed her understanding was correct. **Moved** 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. **Neatherlin/Tarzwel. Motion carried.**

6. **Capital Grant Agreement PTD0469.** Ms. Asher described for the Board that this grant was a federal 5339(b) grant that was awarded in September, 2020. She complimented the foresight and hard work of MTA's Maintenance and Facilities Manager, Marshall Krier, on ordering the buses and that they have already been purchased. MTA's Legal Counsel, Rob Johnson, indicated that he has reviewed the agreement and finds it to be in order. **Moved** 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). **Tarzwel/Neatherlin. Motion carried.**

INFORMATIONAL REPORT:

Ms. Asher asked if the Board had any questions to the four different informational reports contained in the packet. There were no questions.

GENERAL MANAGER REPORT:

Ms. Asher discussed the status of the following subject matters:

- Motorhomes parked in park and rides and recent court rulings.
- Exit Conference with SAO – Clean audit. This is a big deal and she praised Ms. McNulty and her team for their good work.
- She has been riding buses and getting to know routes and drivers.
- She requested an update from Operations Manager, Mike Ringgenberg, on the following:
 - Operations has been interviewing candidates and four drivers will be hired. Vice Chair Tarzwel asked if the four drivers will be sufficient. Mr. Ringgenberg indicated that he anticipates that the training periods will finish and the drivers will be taking their CDL tests in December and January. Mr. Ringgenberg hopes that approximately January-February MTA can reinstate routes. There is another recruitment planned for November. In response to a request for the salary of new hires, Ms. McNulty indicated that upon hiring, drivers are currently paid \$19.68/hr.; following training, it is increased to \$20.99/hr.; and then at 18 months there is a step increase.
 - Mr. Ringgenberg also hopes to hire four more drivers in 2022 so that MTA would be able provide 1300 service hours per week which constitutes full service. Ridership numbers are slowing coming back.

- MTA has been filling in a gap by the use of its existing Route 5 at 2:40 PM that picks up high school students needing a ride to the T-CC due to the shortage of school bus drivers.
- Board member Neatherlin shared that MTA's services may be needed again for the COVID booster program to which Mr. Ringgenberg replied that MTA would be ready.

COMMENTS BY BOARD:

Board member Campbell shared that he received a note complimenting MTA's service of very personable bus drivers and that its buses are the cleanest experienced by the author of the email. He further went on to say that personable drivers and employees that take pride in their work has been the cornerstone of Mason Transit service since its beginning.

Board member Campbell asked about having a plaque for the new Belfair Park & Ride building stating that the park and ride was paid for by taxpayer dollars for the public's use by riders.

[Board members Dorcy and Martin departed the meeting at 4:46 p.m.]

Moved that the meeting be adjourned.

ADJOURNED 4:48 p.m.

UPCOMING MEETING

BOARD MEETING

**Mason Transit Authority
Regular Meeting
October 19, 2021 at 4:00PM**
*On-line via WebEx and in person at:
Port of Allyn
18560 East State Route 3
Allyn*

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: October 19, 2021

Summary for Discussion Purposes:

Disbursements:

- *Rognlins, Inc.
 - Check #35685- \$255,674.23 – Progress billing park and rides
- State Auditor's Office
 - Check #35686- \$14,191.98 – Progress billing annual SAO audit
- *Belfair Water District #1
 - Check #35693- \$9,795.00 – Commercial System Connection Fee - Belfair

*Disbursements capital grant eligible.

August Fuel Prices: Diesel \$2.43, Unleaded \$3.31

General Manager Travel Expenditures:

- No Travel

Check Disbursement Fiscal Impact:

\$618,554.62

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of September 16, 2021 through October 11, 2021 financial obligations on checks #35655 through #35745, as presented for a total of \$618,554.62.



Mason Transit Authority
October 19, 2021 Disbursement Approval

The following checks for the period of September 16, 2021 through October 11, 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 | 35655 – 35745 | \$618,554.62 |

| Included within the checks were: | | |
|----------------------------------|---------|------------|
| | Check # | Amount |
| Payroll & DRS – 09/29/2021 | 35695 | 152,954.07 |
| | | |
| Rognlins, Inc. | 35685 | 255,674.23 |
| State Auditor's Office | 35686 | 14,191.98 |
| Belfair Water District #1 | 35693 | 9,795.00 |
| | | |
| | | |
| | | |

Submitted by: LeeAnn McNulty Date: 10-11-2021
LeeAnn McNulty, Administrative Services Manager

Approved by: Amy Asher Date: 10-13-2021
Amy Asher, General Manager

Mason Transit Authority Check Register
 October 2021 Board Report

Activity From 09/16/2021 Through 10/11/2021

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|-------------------------------------|------------|
| 9/28/2021 | 35694 | <i>Spoiled</i> | |
| 10/4/2021 | 35690 | <i>Spoiled</i> | |
| 9/22/2021 | 35655 | Accountemps | 382.86 |
| 9/22/2021 | 35656 | Advance Glass | 131.71 |
| 9/22/2021 | 35657 | Aflac | 822.14 |
| 9/22/2021 | 35658 | AIG Retirement | 224.00 |
| 9/22/2021 | 35659 | Associated Petroleum Products, Inc. | 23,374.51 |
| 9/22/2021 | 35660 | Aramark | 862.95 |
| 9/22/2021 | 35661 | Bridge Church | 90.00 |
| 9/22/2021 | 35662 | Belfair Water District #1 | 86.41 |
| 9/22/2021 | 35663 | Cummins Northwest, LLC | 405.49 |
| 9/22/2021 | 35664 | Department of Ecology | 1,076.25 |
| 9/22/2021 | 35665 | EMC - Mason Transit | 94.15 |
| 9/22/2021 | 35666 | Northwest Cascade Inc. DBA FloHawks | 510.00 |
| 9/22/2021 | 35667 | Gillig, LLC | 360.94 |
| 9/22/2021 | 35668 | GORDON TRUCK CENTERS, INC. | 1,566.35 |
| 9/22/2021 | 35669 | Guardian Security Group, Inc. | 890.63 |
| 9/22/2021 | 35670 | District 160 | 1,530.25 |
| 9/22/2021 | 35671 | JayRay Ads & PR, Inc. | 6,795.73 |
| 9/22/2021 | 35672 | LegalShield | 190.30 |
| 9/22/2021 | 35673 | Mason County Garbage, Inc. | 721.31 |
| 9/22/2021 | 35674 | Mason County PUD #3 | 137.26 |
| 9/22/2021 | 35675 | Purcor | 146.48 |
| 9/22/2021 | 35676 | Mountain Mist Water | 47.89 |
| 9/22/2021 | 35677 | Northridge Properties, LLC | 1,700.00 |
| 9/22/2021 | 35678 | Office Depot, inc. | 12.95 |
| 9/22/2021 | 35679 | O'Reilly Auto Parts | 10.90 |
| 9/22/2021 | 35680 | Pacific Mobile Structures, Inc. | 1,076.88 |
| 9/22/2021 | 35681 | Builders FirstSource | 194.53 |
| 9/22/2021 | 35682 | Prothman | 155.04 |
| 9/22/2021 | 35683 | Ricoh USA, Inc | 39.26 |
| 9/22/2021 | 35684 | Robison Plumbing | 418.21 |
| 9/22/2021 | 35685 | Rognlin's, Inc. | 255,674.23 |
| 9/22/2021 | 35686 | State Auditor's Office - WA | 14,191.98 |
| 9/22/2021 | 35687 | United Way of Mason County | 41.00 |
| 9/22/2021 | 35688 | UniteGPS, LLC | 1,053.00 |
| 9/22/2021 | 35689 | AWC Employee Benefit Trust | 81,320.02 |

Mason Transit Authority Check Register
 October 2021 Board Report

Activity From 09/16/2021 Through 10/11/2021

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|--|------------|
| 9/22/2021 | 35691 | Westbay Auto Parts | 806.99 |
| 9/22/2021 | 35692 | Whisler Communications | 2,317.34 |
| 9/26/2021 | 35693 | Belfair Water District #1 | 9,795.00 |
| 9/29/2021 | 35695 | Mason Transit Authority - ACH Account | 152,954.07 |
| 10/11/2021 | 35696 | Abila | 1,432.21 |
| 10/11/2021 | 35697 | Advance Glass | 3,185.22 |
| 10/11/2021 | 35698 | AIG Retirement | 974.00 |
| 10/11/2021 | 35699 | Stanley Convergent Security Solutions | 270.00 |
| 10/11/2021 | 35700 | Allstream | 111.46 |
| 10/11/2021 | 35701 | Associated Petroleum Products, Inc. | 431.83 |
| 10/11/2021 | 35702 | Aramark | 480.67 |
| 10/11/2021 | 35703 | Bradley Air Company | 2,224.25 |
| 10/11/2021 | 35704 | Mick Baker | 188.72 |
| 10/11/2021 | 35705 | City of Shelton | 3,485.51 |
| 10/11/2021 | 35706 | Cascade Natural Gas | 1,187.20 |
| 10/11/2021 | 35707 | Comcast | 227.84 |
| 10/11/2021 | 35708 | Cummins Northwest, LLC | 4,704.12 |
| 10/11/2021 | 35709 | Gene Currier | 380.80 |
| 10/11/2021 | 35710 | EMC - Mason Transit | 94.15 |
| 10/11/2021 | 35711 | Northwest Cascade Inc. DBA FloHawks | 248.11 |
| 10/11/2021 | 35712 | Gillig, LLC | 274.20 |
| 10/11/2021 | 35713 | GORDON TRUCK CENTERS, INC. | 347.82 |
| 10/11/2021 | 35714 | Northwest Cascade, Inc. DBA Honey Bucket | 1,620.35 |
| 10/11/2021 | 35715 | Hood Canal Communications | 1,580.61 |
| 10/11/2021 | 35716 | Robert W. Johnson, PLLC | 1,600.00 |
| 10/11/2021 | 35717 | Kitsap Transit | 1,807.82 |
| 10/11/2021 | 35718 | Les Schwab | 681.09 |
| 10/11/2021 | 35719 | Mason County Garbage, Inc. | 202.63 |
| 10/11/2021 | 35720 | Mason County PUD #3 | 2,259.52 |
| 10/11/2021 | 35721 | Cheryl Moore | 470.40 |
| 10/11/2021 | 35722 | Mountain Mist Water | 165.83 |
| 10/11/2021 | 35723 | Mood Media | 124.70 |
| 10/11/2021 | 35724 | Nisqually Automotive and Towing | 490.05 |
| 10/11/2021 | 35725 | National Safety Council | 495.00 |
| 10/11/2021 | 35726 | Northwest Bus Sales, Inc. | 378.36 |
| 10/11/2021 | 35727 | OMWBE | 100.00 |
| 10/11/2021 | 35728 | O'Reilly Auto Parts | 19.98 |
| 10/11/2021 | 35729 | Builders FirstSource | 28.70 |

Mason Transit Authority Check Register
 October 2021 Board Report

Activity From 09/16/2021 Through 10/11/2021

| Document Date | Check # | Vendor Name | Amount |
|---------------|---------|---------------------------------|----------------------|
| 10/11/2021 | 35730 | Right! Systems, Inc. | 3,980.00 |
| 10/11/2021 | 35731 | Seattle Automotive Distributing | 78.65 |
| 10/11/2021 | 35732 | Mason County Journal | 336.00 |
| 10/11/2021 | 35733 | The Shoppers Weekly | 2,140.91 |
| 10/11/2021 | 35734 | Staples Business Advantage | 579.29 |
| 10/11/2021 | 35735 | ThyssenKrupp Elevator Corp. | 672.38 |
| 10/11/2021 | 35736 | Tozier Brothers, Inc. | 63.62 |
| 10/11/2021 | 35737 | United Way of Mason County | 86.40 |
| 10/11/2021 | 35738 | UniteGPS, LLC | 1,053.00 |
| 10/11/2021 | 35739 | U.S. Bank | 6,632.83 |
| 10/11/2021 | 35740 | Verizon Wireless | 1,308.99 |
| 10/11/2021 | 35741 | Voyager Fleet Systems, Inc. | 4,544.12 |
| 10/11/2021 | 35742 | Westbay Auto Parts | 580.58 |
| 10/11/2021 | 35743 | Whisler Communications | 1,806.53 |
| 10/11/2021 | 35744 | Robert Williams | 146.16 |
| 10/11/2021 | 35745 | AWorkSAFE Service, Inc. | 63.00 |
| Check Totals | | | <u>\$ 618,554.62</u> |

Mason Transit Authority Credit Card Activity
 October 2021 Board Report

September 2021 Activity

| GL Title | Transaction Description | Expenses |
|----------------------------------|---|--------------------|
| Parts Inventory | SPEEDTECH LIGHTS-MOUNT FOR SUP VAN | \$ 64.18 |
| Parts Inventory | VERITECH-BUS 871 SENSOR | 247.00 |
| Security Services | CHECKR-BACKGROUND CHECK | 28.60 |
| Facility Repair/Maintenance | AMAZON-PHOTO CELL SWITCH | 21.53 |
| Facility Repair/Maintenance | HOME DEPOT-CEILING FAN | 286.60 |
| Facility Repair/Maintenance | HOME DEPOT-SECURITY LIGHT | 74.36 |
| Facility Repair/Maintenance | JIM'S TOWING-TOWING SIGNS PARK & RIDE | 8.68 |
| Facility Repair/Maintenance | MCLENDON'S HARDWARE-LIGHT BULBS | 34.59 |
| Facility Repair/Maintenance | TRACTOR SUPPLY-PARTS PICKERING P & R | 12.31 |
| Operating Supplies | SAFEWAY-PLASTIC UTI WHEELS-BELFAIR | 18.32 |
| Operating Supplies | ULINE-TRAFFIC CONES | 364.65 |
| Cleaning/Sanitation Supplies | AMAZON-JANITORIAL ITEMS | 275.03 |
| IT Equipment | AMAZON-WIRELESS MICE | 35.76 |
| Small Tools & Equipment | TRACTOR SUPPLY-WINCH | 433.99 |
| Safety Supplies | AMAZON-30 BOXES OF L. GLOVES-COVID | 813.30 |
| Safety Supplies | AMAZON-4 BOX OF M GLOVES-COVID | 96.56 |
| Safety Supplies | AMAZON-4000 MASKS-COVID | 336.36 |
| Safety Supplies | AMAZON-8000 MASKS-COVID | 633.64 |
| Safety Supplies | AMAZON-OPT WIPES-COVID | 94.26 |
| Safety Supplies | AMAZON-OPT WIPES-COVID | 94.26 |
| Safety Supplies | AMAZON-SAFETY EQUIPMENT | 62.56 |
| Safety Supplies | AMAZON-ZIPLOCK 2 GAL BAGS-PPE | 22.75 |
| Safety Supplies | ULINE-NITRILE GLOVES-COVID | 384.66 |
| Small Equipment & Furniture | COLLINSFLAGS.COM-FLAGS FOR BELFAIR FACILITY | 175.50 |
| Small Equipment & Furniture | COLLINSFLAGS.COM-FLAGS FOR TCC | 148.55 |
| Small Tools Replacement/Repair | SWEEPSCRUB.COM-PARTS TCC FLOOR MACHINE | 326.29 |
| Dues, Memberships, Subscriptions | AMAZON MEMBERSHIP-TO BE REFUNDED | 14.09 |
| Dues, Memberships, Subscriptions | AMAZON- MEMBERSHIP-TO BE REFUNDED | 14.09 |
| Dues, Memberships, Subscriptions | J2 EFAX CORP-MONTHLY SUBSCRIPTION | 89.97 |
| Dues, Memberships, Subscriptions | NETWORK SOLUTIONS-DOMAIN HOSTING | 145.00 |
| Dues, Memberships, Subscriptions | NETWORK SOLUTIONS-DOMAIN RENEWAL | 18.43 |
| Dues, Memberships, Subscriptions | NETWORK SOLUTIONS-DOMAIN RENEWAL | 57.48 |
| Conference Registration | WSTA 2021 ANNUAL CONFERENCE | 150.00 |
| Training / Seminars | GFOA-ANNUAL GAAP UPDATE | 135.00 |
| Advertising/Promotion Media | AMAZON-CANDY FOR OUTREACH EVENTS | 294.70 |
| Advertising/Promotion Media | AMAZON-ZIPLOCK 6 BAGS CANDY | 36.49 |
| Advertising/Promotion Media | WALMART-TAPE-VELCRO OUTREACH | 33.29 |
| Passenger Parking Facilities | GLACIER-BELFAIR PARKING | 550.00 |
| September Credit Card Charges | | <u>\$ 6,632.83</u> |

10Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 1 – *Discussion*
Subject: First View of 2022 Budget
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

The first draft of the 2022 Budget continues to maintain a conservative approach to revenue forecasting. The past two years have taught us that nothing is certain when it comes to revenue whether it be sales tax revenue that has grown over the past few years, state initiatives that can eliminate key grant funding sources, or fare revenue that has been severely reduced compared to pre-pandemic years. Although sales tax revenue has been higher than anticipated, management believes that the record levels we have experienced in the last two years may not be sustainable and we may see a decrease in 2022. However, with MTA's history of budgeting conservatively and managing resources responsibly, we can begin to return service back to the community to pre-pandemic levels while better aligning wages to be competitive and comparable to similarly sized transit agencies in Washington.

Assumptions for 2022 include:

- A gradual return to full service in 2022.
- Returning FTEs, including 8 drivers and 1 supervisor.
- Return of a mechanic that will be Journeyman level instead of Service mechanic to expand MTA's maintenance skillset.
- The addition of a Facilities Technician position to assist with the maintenance of the new park and ride lots, Belfair facility, and fixed route bus stops in Shelton.
- An estimated 5.7% decrease in sales tax revenue from actual 2020 returns.
- A wage analysis adjustment to better align MTA with comparable agencies.

Note: The draft budget includes a line-by-line detail for the revenue and expense projections for the balance of 2021 as of September 30, 2021. This information can be found on the 2022 Budgeted Expenses document.

Summary: First view of 2022 Budget.

Fiscal Impact:

None at this time.

| Consolidated 2022 Budget | 2022 Budgeted Revenues | | | | | | Budget % |
|---|------------------------|-------------|-------------|------------------|-------------|-------------|------------|
| | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Projections | 2021 Budget | 2022 Budget | Change YoY |
| Operating Revenue (Fares) | | | | | | | |
| Passenger Fares | 101,791 | 96,358 | 39,262 | 35,383 | 32,500 | 37,700 | 16% |
| WD/VP | 254,753 | 243,169 | 162,050 | 117,036 | 150,500 | 120,000 | -20% |
| | 356,544 | 339,527 | 201,312 | 152,419 | 183,000 | 157,700 | -14% |
| Non-Operating Revenue | | | | | | | |
| Sales Tax | 4,807,028 | 5,478,270 | 5,951,699 | 6,291,664 | 4,054,264 | 5,620,000 | 39% |
| Operating Grants | 3,378,164 | 3,447,207 | 4,026,816 | 3,239,210 | 2,992,852 | 3,363,648 | 12% |
| Rental Income | 180,439 | 175,574 | 146,845 | 138,341 | 144,180 | 134,200 | -7% |
| Investment Income | 106,978 | 178,661 | 73,434 | 12,649 | 50,000 | 10,000 | -80% |
| Other income | 350,089 | 245,560 | 96,024 | 64,076 | 53,410 | 9,570 | -82% |
| | 8,822,698 | 9,525,272 | 10,294,818 | 9,745,940 | 7,294,706 | 9,137,418 | 25% |
| Operating Reserves Allocation | | | | | | - | |
| Total Revenue | 9,179,242 | 9,864,799 | 10,496,132 | 9,898,359 | 7,477,706 | 9,295,118 | 24% |
| Expenses | | | | | | | |
| Wages & Benefits | 4,975,696 | 5,548,074 | 5,504,155 | 4,761,721 | 5,474,061 | 7,007,905 | 28% |
| Contracted Services | 353,117 | 223,619 | 176,456 | 303,620 | 346,332 | 351,697 | 2% |
| Fuel | 389,011 | 384,880 | 222,643 | 314,613 | 300,750 | 559,816 | 86% |
| Vehicle/Facility Repair & Maintenance | 319,553 | 353,183 | 168,776 | 172,859 | 265,751 | 336,263 | 27% |
| Insurance Premium | 238,506 | 235,477 | 183,363 | 189,094 | 210,364 | 220,000 | 5% |
| Intergovernmental - Audit Fees | 29,411 | 31,649 | 31,046 | 33,000 | 38,000 | 38,000 | 0% |
| Facility Rent and Park & Ride | 28,930 | 29,280 | 36,528 | 42,604 | 42,500 | - | |
| Utilities | 124,471 | 127,036 | 128,606 | 167,010 | 158,839 | 192,104 | 21% |
| Supplies | 109,087 | 265,679 | 304,215 | 107,047 | 228,390 | 175,644 | -23% |
| Training & Meetings | 29,439 | 37,271 | 7,013 | 9,259 | 40,237 | 41,650 | 4% |
| Other Operating Expenses | 253,846 | 121,710 | 124,903 | 129,522 | 306,007 | 194,415 | -36% |
| Total Expense | 6,851,067 | 7,357,858 | 6,887,699 | 6,230,349 | 7,411,232 | 9,117,494 | 23% |
| Net Income (Loss) | 2,328,175 | 2,506,941 | 3,608,433 | 3,668,010 | 66,475 | 177,624 | 167% |
| Operating Reserves Allocation | (699,494) | | | | - | - | |
| Net Income (Loss) Net Reserves Allocated | 1,628,681 | 2,506,941 | 3,608,433 | 3,668,010 | 66,475 | 177,624 | 167% |

2022 Budgeted Revenues

| | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Forecast | 2021 Budget | 2022 Budget | Budget % Change YoY |
|--|-------------|-------------|-------------|---------------|-------------|-------------|------------------------|
| Fares: Out of County | 71,682 | 71,306 | 27,625 | 29,673 | 25,000 | 30,000 | 20% |
| Fares: Adult Pass | 26,265 | 21,255 | 10,020 | 4,382 | 6,000 | 6,000 | 0% |
| Fares: Reduced Pass | 2,486 | 2,266 | 1,104 | 998 | 1,000 | 1,200 | 20% |
| Fares: Youth Pass | 1,358 | 1,531 | 513 | 330 | 500 | 500 | 0% |
| Fares: Vanpool | 59,174 | 55,203 | 31,976 | 10,511 | 30,500 | - | |
| Fares: Worker/Driver | 195,579 | 187,966 | 130,074 | 106,525 | 120,000 | 120,000 | 0% |
| Donations Non Volunteer | - | 50 | - | - | - | - | |
| LMTAAA Volunteer Donations | 2,429 | 1,090 | 947 | 1,501 | 1,000 | - | |
| Special Contract Fares - Local Govt | - | - | - | - | - | - | |
| Sales of Maintenance Services | 4,167 | 4,639 | 3,142 | 1,024 | 5,000 | 2,500 | -50% |
| Rental of Bldgs and Other Property | 17,597 | 19,556 | 21,039 | 31,742 | 27,493 | 28,112 | 2% |
| TCC Event Rental | 26,266 | 27,810 | 9,078 | 7,203 | 5,000 | 9,000 | 80% |
| TCC Tenant Rental | 136,577 | 128,208 | 116,729 | 99,396 | 111,687 | 97,088 | -13% |
| Investment Interest Income | 106,978 | 178,661 | 73,434 | 12,649 | 50,000 | 10,000 | -80% |
| Insurance Recoveries | 36,346 | 14,589 | 77 | 586 | - | - | |
| Sales Tax Interest Income | 6,785 | 9,236 | 6,384 | 3,001 | 3,000 | 1,500 | -50% |
| Gain/Loss on Disp of Asset | - | 26,385 | 53,800 | 33,690 | - | - | |
| Other Non-Transportation Revenue | 33,093 | 32,605 | 2,401 | 1,064 | 1,000 | 1,070 | 7% |
| T-CC Paver Donations | - | - | - | - | - | - | |
| Sales and Use Tax Revenue | 4,807,028 | 5,478,270 | 5,951,699 | 6,291,664 | 4,054,264 | 5,620,000 | 39% |
| WSTIP Safety, Training, Recognition | 2,500 | 4,500 | 5,000 | 2,000 | 4,500 | 4,500 | 0% |
| Other Local Cash Grants | - | 4,778 | - | - | - | - | |
| GCB2614 2017-2019 Operating Grant - State Portion | 2,620,201 | 1,710,465 | - | - | - | - | |
| PTD0044 2019-2021 Operating Grant - State Portion | - | 740,432 | 1,400,630 | 1,115,444 | 2,992,852 | - | |
| 2021-2023 Consolidated Operating Grant - State Portion | - | - | - | 1,124,298 | - | 3,363,648 | |
| Other State Grants | 226,000 | 113,000 | - | - | - | - | |
| GCB2088 2015-2017 Operating Grant-Fed Portion | - | - | - | - | - | - | |
| GCB2614 2017-2019 Operating Grant - Federal Portion | 757,963 | 99,183 | - | - | - | - | |
| PTD0044 2019-2021 Operating Grant - Federal Portion | - | 897,127 | 1,095,945 | 572,004 | - | - | |
| PTD0192 CARES ACT 5311 | - | - | 1,530,241 | 427,464 | - | - | |
| DSHS TitleIII LMTAAA Volunteer Program | 38,768 | 34,689 | 24,274 | 21,210 | 38,910 | - | |
| | - | - | - | - | - | - | |
| | 9,179,242 | 9,864,799 | 10,496,132 | 9,898,359 | 7,477,706 | 9,295,118 | 24% |
| Operating Reserves Allocation | | | | | | - | |
| Total Revenue | 9,179,242 | 9,864,799 | 10,496,132 | 9,898,359 | 7,477,706 | 9,295,118 | |

| 2022 Budgeted Expenses | | | | | | | Budget % |
|-------------------------------------|--------------------|--------------------|--------------------|----------------------|--------------------|--------------------|-------------------|
| | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Forecast | 2021 Budget | 2022 Budget | Change YoY |
| Salaries and Wages | 2,814,811 | 2,953,690 | 2,659,069 | 2,556,751 | 3,014,681 | 3,840,520 | 27% |
| Salaries and Wages Overtime | 64,833 | 58,505 | 20,245 | 17,523 | 24,618 | 23,300 | -5% |
| Board Stipends | 3,480 | 3,660 | 3,420 | 4,091 | 4,320 | 4,320 | 0% |
| Other Salaries and Wages | 7,084 | 6,545 | 293,156 | 46,212 | - | - | |
| Employer's FICA Expense | 256,880 | 267,778 | 273,425 | 235,087 | 271,094 | 345,107 | 27% |
| PERS Pension Plan | 417,082 | 442,214 | 441,129 | 361,441 | 456,230 | 515,074 | 13% |
| Medical Insurance | 934,487 | 930,012 | 923,489 | 833,005 | 878,613 | 1,228,636 | 40% |
| Dental /Vision Insurance | 88,846 | 86,084 | 85,358 | 74,275 | 78,566 | 97,686 | 24% |
| Life Insurance/LTD | 18,382 | 19,083 | 19,591 | 18,020 | 19,048 | 24,247 | 27% |
| Unemployment Insurance | 40,925 | 9,092 | 30,062 | 3,661 | 100,000 | 61,000 | -39% |
| Labor and Industries Insurance | 214,311 | 237,756 | 152,453 | 142,727 | 158,327 | 204,793 | 29% |
| Vacation Pay | 227,359 | 230,679 | 261,904 | 211,374 | 229,755 | 295,893 | 29% |
| Holiday Pay | 122,228 | 130,985 | 131,592 | 101,696 | 135,241 | 173,040 | 28% |
| Sick Leave Pay | 105,117 | 123,178 | 179,691 | 103,872 | 127,026 | 161,839 | 27% |
| Employer's PFML Expense | - | - | 3,354 | 4,737 | 5,303 | 6,768 | 28% |
| Other Paid Absence | 30,602 | 31,437 | 36,738 | 29,664 | 32,695 | 35,591 | 9% |
| Other Fringe Benefits | - | - | - | 3,486 | - | - | |
| Wellness Expense | 1,889 | 1,472 | 583 | - | 1,000 | 1,000 | 0% |
| Uniform Allowance | 19,570 | 16,846 | 12,685 | 12,711 | 15,470 | 27,390 | 77% |
| Driver Safety Training | - | - | - | - | 100 | - | |
| Tuition Reimbursement | - | - | - | - | 2,500 | 2,500 | |
| Tool Allowance | 2,450 | 2,950 | 3,100 | 3,053 | 3,100 | 3,875 | 25% |
| Phone Allowance | 200 | - | - | - | - | - | |
| Employee Recognition | 3,984 | 5,201 | 3,169 | 1,996 | 16,375 | 16,325 | 0% |
| Publication Fees | 3,502 | 3,060 | 1,448 | 5,572 | 1,700 | 6,200 | 265% |
| Professional and Technical Services | 128,731 | 51,093 | 11,169 | 40,097 | 60,100 | 6,000 | -90% |
| Legal Services | 27,526 | 32,316 | 41,305 | 21,165 | 50,000 | 80,000 | 60% |
| Temporary Help | - | 1,075 | - | 33,398 | - | - | |
| Laundry | 2,675 | 2,874 | 2,955 | 2,861 | 3,300 | 3,500 | 6% |
| Repair/Maintenance by Other | 102,166 | 99,244 | 36,796 | 46,612 | 79,751 | 89,900 | 13% |
| Contract Services | 162,598 | 106,627 | 92,303 | 167,577 | 202,600 | 221,000 | 9% |
| Security Service | 2,007 | 508 | 903 | 1,515 | 600 | 2,578 | 330% |
| Drug & Alcohol Testing | 6,025 | 5,353 | 5,056 | 5,506 | 6,032 | 8,419 | 40% |
| Printing | 37,058 | 19,348 | 19,017 | 8,780 | 23,475 | 12,600 | -46% |
| Postage | 1,702 | 1,494 | 1,259 | 1,470 | 1,590 | 1,870 | 18% |
| CDL Testing/DMV Check | 1,526 | 39 | 763 | 584 | 850 | 4,150 | 388% |
| Other Services | 5,185 | 4,208 | 3,414 | 1,477 | 4,760 | 7,970 | 67% |
| Fuel and Lubricants | 389,011 | 384,880 | 222,643 | 314,613 | 300,750 | 559,816 | 86% |
| Tires and Tubes | 33,082 | 46,263 | 14,914 | 15,897 | 25,800 | 45,413 | 76% |

| 2022 Budgeted Expenses | | | | | | | Budget % |
|-----------------------------------|-------------|-------------|-------------|---------------|-------------|-------------|------------|
| | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Forecast | 2021 Budget | 2022 Budget | Change YoY |
| Incidental Expense | - | - | - | - | - | - | |
| Facility Repair/Maintenance | 30,555 | 33,419 | 21,873 | 17,861 | 33,700 | 36,950 | 10% |
| Operating Supplies | 4,748 | 1,513 | 10,784 | 6,727 | 13,500 | 13,500 | 0% |
| Office Supplies | 10,313 | 15,292 | 9,517 | 6,361 | 13,000 | 15,400 | 18% |
| Shop Supplies | 11,922 | 11,587 | 10,995 | 11,703 | 11,500 | 15,000 | 30% |
| Cleaning/Sanitation Supplies | 10,954 | 11,401 | 17,016 | 10,257 | 21,800 | 23,049 | 6% |
| Safety Training Material & Supply | 2,809 | 1,920 | 885 | 349 | 2,800 | 3,300 | 18% |
| Shelter Supplies | 558 | 11,080 | 1,171 | 999 | 3,500 | 2,000 | -43% |
| Vehicle Maintenance Parts | 153,751 | 174,256 | 95,193 | 92,489 | 126,500 | 164,000 | 30% |
| Software | 3,114 | 13,592 | 92,727 | 4,448 | 22,000 | 7,000 | -68% |
| Communications Equipment | 1,236 | 6,226 | 8,190 | 8,823 | 2,000 | 9,250 | 363% |
| IT Equipment | 9,526 | 127,555 | 16,246 | 13,898 | 21,125 | 22,125 | 5% |
| Small Tools & Equipment | 4,713 | 26,669 | 7,358 | 5,300 | 9,600 | 11,500 | 20% |
| Safety Supplies | 1,634 | 3,452 | 96,549 | 14,153 | 62,850 | 19,350 | -69% |
| Small Equipment & Furniture | 7,463 | 11,610 | 12,500 | 12,336 | 17,850 | 16,550 | -7% |
| Small Tools Replacement/Repair | 1,336 | 2,940 | - | 1,447 | 1,800 | 3,200 | |
| Water and Sewer | 10,542 | 10,868 | 17,085 | 45,984 | 29,260 | 42,000 | 44% |
| Mobile Radio Service | 20,052 | 20,715 | 21,317 | 25,929 | 22,000 | 24,000 | 9% |
| Garbage | 8,364 | 8,900 | 8,074 | 9,896 | 9,000 | 13,300 | 48% |
| Gas | 19,933 | 21,154 | 23,475 | 20,340 | 25,500 | 26,000 | 2% |
| Electric | 60,369 | 61,249 | 55,193 | 62,305 | 63,000 | 75,500 | 20% |
| Telephone Service | 21,597 | 20,932 | 20,864 | 23,655 | 27,029 | 28,604 | 6% |
| Internet Services | 3,667 | 3,932 | 3,916 | 4,830 | 5,050 | 6,700 | 33% |
| Insurance Premium | 238,506 | 235,477 | 183,363 | 189,094 | 210,364 | 220,000 | 5% |
| Taxes | 683 | 514 | - | - | - | - | |
| Property Tax | 54 | 72 | 128 | 96 | 210 | 250 | 19% |
| Veh License/Registration Fee | 936 | 389 | 1,190 | 742 | 200 | 500 | 150% |
| Leasehold Tax | 141 | - | - | - | - | - | |
| Dues, Memberships, Subscriptions | 32,368 | 31,842 | 30,146 | 29,346 | 29,627 | 32,550 | 10% |
| Travel & Meeting Expense MTA | 22,039 | 28,302 | 5,462 | 2,992 | 22,012 | 22,200 | 1% |
| Travel Expense - VD Program | 39,366 | 35,447 | 22,181 | 17,883 | 32,000 | - | -100% |
| Conference Registration | 5,145 | 4,683 | 101 | 655 | 6,550 | 6,750 | 3% |
| Training / Seminars | 2,255 | 4,286 | 1,450 | 5,612 | 11,675 | 12,700 | 9% |
| Travel Tolls | - | - | 31 | - | - | - | |
| Advertising/Promotion Media | 19,970 | 23,680 | 26,128 | 68,640 | 129,500 | 77,045 | -41% |
| Intergovernmental Audit Fees | 29,411 | 31,649 | 31,046 | 33,000 | 38,000 | 38,000 | 0% |
| Other Misc Expenses | 100,072 | 4,466 | 3,315 | 3,206 | 4,050 | 6,350 | 57% |
| Bank Service Charges | - | - | - | 130 | - | - | |
| Credit Card Fees | 6,699 | 7,202 | 5,002 | 3,714 | 4,110 | 3,900 | -5% |
| Passenger Parking Facilities | 25,054 | 25,590 | 26,114 | 26,067 | 29,000 | - | -100% |

| 2022 Budgeted Expenses | | | | | | | Budget % |
|--|-------------|-------------|-------------|---------------|-------------|-------------|------------|
| | 2018 Actual | 2019 Actual | 2020 Actual | 2021 Forecast | 2021 Budget | 2022 Budget | Change YoY |
| Rent - Equipment | 277 | - | 199 | - | - | - | |
| Rent - Office | 3,600 | 3,690 | 10,215 | 16,537 | 13,500 | - | -100% |
| Office Equipment Lease | 5,922 | 4,758 | 2,543 | 43 | 700 | 700 | 0% |
| | 6,851,067 | 7,357,858 | 6,887,699 | 6,230,353 | 7,411,232 | 9,117,544 | 8% |
| Net Income | 2,328,175 | 2,506,941 | 3,608,433 | 3,668,006 | 66,475 | 177,574 | |
| Operating Reserves Allocation | (699,494) | | | | - | - | |
| Net Income (Loss) Net Reserves Allocated | 1,628,681 | 2,506,941 | 3,608,433 | | 66,475 | 177,574 | |

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 2 – *Actionable*
Subject: Request for Approval of Additional FTE
Prepared by: Marshall Krier, Maintenance and Facilities Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

The 2021 Budget approved by the Board was prepared with impacts anticipated by both the COVID-19 pandemic and the possible outcome of I-976 and reflected a reduction in maintenance staff. As we prepare to return to full service in 2022, the maintenance team will need to return an FTE. We are proposing MTA proceed with a recruitment for a full time, Journey level mechanic.

Prior to service and staffing reductions, the MTA Maintenance Department had 3 service mechanics and 1 lead mechanic. MTA decreased this staffing by one service mechanic because of the reduced vehicle needs and service hours. While MTA is currently up-to-date with the maintenance requirements of all vehicles and equipment, service increases slated to begin as early as February will result in the need for a return of maintenance staff. We are in need of a journey level ASE Master Mechanic for the following reasons:

- Provide a high level of experience for comprehensive servicing and repairs of MTA owned vehicles currently performed by the Lead Mechanic.
- Technical knowledge for alternative powered or zero emission vehicles.
- Provide leadership and direction to staff when the Lead Mechanic is absent.
- Furnish Saturday vehicle maintenance and repair coverage.
- Prepare MTA for the retirement of two service mechanics in the next 2-3 years.
- Assist the Maintenance Manager and Lead Mechanic in the preparation of new vehicle procurement specifications.

We are requesting approval of adding one new FTE, specifically a journeyman ASE master mechanic for the Maintenance team so that MTA can prepare for our increase in service and continue to serve its community with a sufficient number of staff.

Summary: Request for approval of one new FTE for the Maintenance team.

Fiscal Impact:

The estimated cost for this recruitment for the remainder of 2021 would be an additional \$8,800.00 if we were successful in hiring before December 1. There are funds in the current budget for this additional cost.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the hiring of one new FTE for journeyman mechanic for the Maintenance team.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 3 – *Actionable*
Subject: Capital Grant Agreement PTD0344
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

Attached is the Capital Grant Agreement PTD0344 (“Agreement”) as a part of the Consolidated Grant Program relating to MTA’s purchase of one (1) replacement 35-foot biodiesel powered bus and six (6) replacement gas powered light-duty cutaway vehicles. MTA was awarded FTA 5339 federal funding for the purchase of those vehicles with the term of the Agreement being July 1, 2021 through the useful life of the Project Equipment.

Local funds in the amount of \$317,381 shall be committed to complete the project as set forth in the Agreement.

Legal Counsel has reviewed this agreement and finds it to be in order.

Summary: Approve Agreement PTD0344 between WSDOT and MTA for the purchase of one replacement 35-foot biodiesel powered bus and six (6) replacement gas powered light-duty cutaway vehicles.

Fiscal Impact:

Revenue from Federal funds \$952,145
Local Funds: \$317,381

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-31 and the attached Agreement between WSDOT and MTA for the Consolidated Grant Program Capital Grant Agreement (Agreement#PTD0344).



WSDOT Contact: Alan Soicher

WSDOT E-mail: SoicheA@wsdot.wa.gov

WSDOT Phone: 360-333-8946

| Consolidated Grant Program Capital Grant Agreement | |
|---|---|
| Agreement Number | PTD0344 |
| Term of Agreement | July 1, 2021 through the useful life of the Project Equipment |
| Vendor # | 911554133 |
| CFDA # | 20.526 5339 Bus and Bus Facilities Formula Program |
| DUNS | 832544217 |
| Service Area | Jefferson, Kitsap, Mason and Thurston Counties |
| Contractor: Mason County Public Transportation Benefit Area Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265 Contact: Amy Asher Email: aasher@masontransit.org | |

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: Replace 1 - 35' Biodiesel Powered Bus, and Replace 6 Gas Powered Light-
UPIN # PTD0344

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

| Funds | Federal Award Identification # | Current Percentage | Current Funds | Projected Funds | Total Current and Projected Funds |
|---------------------------|--------------------------------|--------------------|---------------------|-----------------|-----------------------------------|
| FTA 5339 | TBD | 75% | \$ 952,145 | | \$ 952,145 |
| Contractor's Funds | N/A | 25% | \$ 317,381 | | \$ 317,381 |
| Total Project Cost | | 100% | \$ 1,269,526 | \$ - | \$ 1,269,526 |

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 any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. 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 of 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. 2021-31

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING CAPITAL GRANT AGREEMENT PTD0344 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, Mason Transit Authority has received notification of the award of FTA 5339 Capital Grant funds in the amount of \$952,145 as a part of the Consolidated Grant Program through Washington State Department of Transportation; and

WHEREAS, Mason Transit Authority was awarded those FTA 5339 funds for the purchase of one (1) 35-foot heavy duty bus and six (6) gas powered light-duty cutaway vehicles as identified in the agreement;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Capital Grant Agreement PTD0344 of the Consolidated Grant Program between Washington State Department of Transportation and Mason Transit Authority (the "Agreement") in the total amount of \$1,269,526, of which \$317,381 shall be the required local match; and

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

Adopted this 19th day of October, 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 4 – *Actionable*
Subject: Cybersecurity Procurement with Right! Systems Inc.
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

MTA staff recognizes that cybersecurity is an essential element in protecting its informational assets. In that endeavor to mitigate risks of cyberattacks, MTA has procured a managed detection and response system through Right! Systems Inc. utilizing Artic Wolf, a leader in cyber security options.

While the WSTIP general liability coverage does have a component of cyber liability coverage, the agency had purchased Excess Liability Coverage in recent years. One year ago, MTA paid \$2,250 for Excess Cyber Liability coverage; the July 2021 renewal was quoted at \$153,150. WSTIP provided an alternate coverage option stripping away some risk protections previously covered, at a minimum agency premium of \$17,000 and a maximum of \$47,000, dependent on overall Pool participation.

MTA has made the decision to invest additional funds in risk prevention opposed to excess coverage. By demonstrating additional risk mitigation measures, management is hopeful that insurance carriers will provide more affordable excess liability coverage upon future renewal cycles.

MTA staff is seeking approval from the Board to purchase this cybersecurity protection as the cost is above the General Manager's approved amount. MTA staff would like to begin the implementation effective November 1.

Summary: Approve the purchase of cybersecurity protection services and licensing provided by Right! Systems Inc. and authorize the General Manager to sign the Solutions Agreement between Arctic Wolf Networks, Inc. and MTA.

Fiscal Impact:

\$40,008.54 for setup and first year's subscription licensing.

- The 2021 Capital Budget included \$75,000 to replace the phone system. We are utilizing unspent funds from that project to cover the fiscal impact of this purchase.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the purchase of cybersecurity protection licensing and services from Right! Systems Inc. in the amount of \$40,008.54 and authorize the General Manager to sign the Solutions Agreement between Arctic Wolf Networks, Inc. and MTA.



Right! Systems, Inc.
 11911 NE 1st Street
 Suite 212
 Bellevue, WA 98005
 Phone: (360) 739-1669

| QUOTE | |
|------------------|--|
| Date | 09/28/21 |
| Quote # | RSIQ56788-01 |
| SalesRep | John Criscione (360) 739-1669 |
| Prepared By | David Theroux 208-391-4027 |
| Customer Contact | Tyler Hildebrandt (360) 432-5753 thildebrandt@masontransit.org |

| Customer | Bill To | Ship To |
|---|---|---|
| Mason Transit Authority Tyler Hildebrandt (360) 432-5753 790 E. Johns Prairie Road Shelton, WA 98584 | Mason Transit Authority Tyler Hildebrandt (360) 432-5753 790 E. Johns Prairie Road Shelton, WA 98584 | Mason Transit Authority Tyler Hildebrandt (360) 432-5753 790 E. Johns Prairie Road Shelton, WA 98584 |

| | |
|-----------------------|---|
| Terms: NET 45 | Ship Via: Electronic |
| Special Instructions: | Description: Arctic Wolf 1 Year Subscription Licensing |

| # | Description | Part # | Qty | Unit Price | Ext. Price |
|----|--|--------------|-----|------------------|--------------------|
| 1 | Arctic Wolf Subscription Licensing | | | | |
| 2 | Arctic Wolf MDR user license Start: 11-1-2021 End: 10-31-2022 | AW-MDR-USER | 95 | \$160.00 | \$15,200.00 |
| 3 | Arctic Wolf MDR Server license Start: 11-1-2021 End: 10-31-2022 | AW-MDR-SE | 15 | \$160.00 | \$2,400.00 |
| 4 | Arctic Wolf MDR Log Retention - 90 days Start: 11-1-2021 End: 10-31-2022 | AW-MDR-90DAY | 109 | \$0.00 | \$0.00 |
| 5 | Arctic Wolf 200 Series Sensor Start: 11-1-2021 End: 10-31-2022 | AW-MDR-2XX-S | 2 | \$2,666.67 | \$5,333.34 |
| 6 | Arctic Wolf MDR Office 365 user license Start: 11-1-2021 End: 10-31-2022 | AW-MDR-O365 | 42 | \$20.00 | \$840.00 |
| 7 | Arctic Wolf Managed Risk user license Start: 11-1-2021 End: 10-31-2022 | AW-MR-USER | 132 | \$80.00 | \$10,560.00 |
| 8 | Arctic Wolf Managed Risk server license Start: 11-1-2021 End: 10-31-2022 | AW-MR-SE | 15 | \$80.00 | \$1,200.00 |
| 9 | Arctic Wolf One Time On-Boarding Fee | | | | |
| 10 | Arctic Wolf MDR Onboarding | AW-MDR-OB | 1 | \$2,833.60 | \$2,833.60 |
| 11 | Arctic Wolf Managed Risk Onboarding | AW-MR-OB | 1 | \$1,401.60 | \$1,401.60 |
| 12 | Arctic Wolf Electronic Shipping | | | | |
| 13 | Arctic Wolf Sensor/Scanner Shipping | AW-SHP | 2 | \$120.00 | \$240.00 |
| | | | | Sub Total | \$40,008.54 |

Authorized Signature _____ Title _____ Date _____

By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the “**Agreement**”) is a legal agreement entered into by and between the Customer identified in the signature block below (“**Customer**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and governs any order forms, quotes, or other ordering document executed by the Customer (“**Order Form**”) that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner (“**Authorized Partner**”). This Agreement is effective on the date last executed in the signature block below (the “**Effective Date**”). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the “**Terms**”), the documents will control in the following order: the Order Form, this Agreement, and the Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates (as defined below), will provide the specific products and services (each a “**Solution**” or collectively, “**Solutions**”) as specified in the applicable Order Form. A Solution may consist of equipment, which may be virtual or physical appliances (“**Equipment**”), software, including any add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time (collectively, the “**Software**”), a cloud service offering, online access to all available learning content within the Administrator Dashboard by Customer’s identified users (the “**Content**”), metrics related to the Content (the “**Hosting Environment**”), support, onboarding services, and concierge services, all as more fully defined in the Solutions Terms (as defined below) (collectively, “**Services**”), Beta Solutions (as defined in Section 1.3), and/or additional professional services as defined below (“**Professional Services**”). The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a “**Subscription Term**”) for the one-time costs and subscription fees set forth therein (the “**Fees**”). Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionsterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 15 herein (the “**Solutions Terms**”). “**Documentation**” means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials. For purposes of this Agreement, “**Affiliate**” means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

1.2 Future Functionality. Customer agrees that it has not relied on the availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.3 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf’s behalf.

1.4 Beta Solutions.

1.4.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf’s customers (“Beta Solutions”). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.4.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively “AS IS” with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.4.3 NO DATA RETENTION. ANY CUSTOMER DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.4.4 LIMITED LIABILITY. ARCTIC WOLF’S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.4.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any

information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for loss, repair, replacement and other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf upon termination of the Subscription Term. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Authorized Partner pursuant to Section 7 herein. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf Solutions require Professional Services, any such Professional Services shall be specified on an applicable Order Form and described in a statement of work which shall reference this Agreement.

4. Software and Services. Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term to, to the extent applicable given the Solution: (i) install the object code form of the Software (including any related to virtual Equipment, if applicable), but only in connection with Customer's use of the Solutions and otherwise in accordance with the Documentation and this Agreement, and/or access and use the Solutions, including any Content and Hosting Services, for up to the number of licenses set forth on an Order Form, (ii) obtain and use Arctic Wolf's Services in conjunction with Customer's use of the Solution, (iii) obtain onboarding services from Arctic Wolf to install the Equipment, (iv) load Customer's users and associated information into the applicable Solution for delivery of Content and training, and (v) access the Arctic Wolf Customer Portal and/or Administrator Dashboard, subject to the Privacy Policy located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 15 below (the "**Privacy Policy**"). Solutions Data, as defined in Section 10.1 herein, will be retained for the retention period as described in the Solutions Terms. Customer may be required to implement Software and Services in order to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 12.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

6. Restrictions, Responsibilities, and Prohibited Use.

6.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; or (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 15 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

6.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

6.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators.

6.4 Prohibited Use. Customer represents and warrants that Customer is not a Prohibited Person nor owned or controlled by a Prohibited Person. “**Prohibited Persons**” shall mean a person or entity appearing on the lists published by the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury or any other list that may be published by the U.S. Government, as amended from time to time, that is prohibited from acquiring ownership or control of items under this Agreement, or with which Arctic Wolf is prohibited from doing business. Customer further represents that the Solutions shall not be used in violation of United States economic sanctions laws. Customer agrees to promptly notify Arctic Wolf, and terminate its use of the Solutions, if Customer discovers that any of the foregoing conditions apply. Arctic Wolf may suspend any use of the Solutions it reasonably believes Customer may be (or is alleged to be) in violation of the foregoing.

6.5 Export/Import Compliance. Customer agrees to comply with all applicable export and import laws and regulations. Without limiting the foregoing: (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) Customer will not (and will not permit any of its users to) access or use the Solutions in violation of any U.S. export contracts, economic sanctions, embargos, or other trade prohibitions or restriction, and (iii) Customer will not directly or indirectly export, re-export, or release the Solutions to, or make the Solutions accessible from, any country, jurisdiction, or person to which export, re-export, or release is prohibited by applicable law; and (iv) Customer will not submit to Arctic Wolf, directly or through the Solutions, any information that is controlled under the U.S. International Traffic in Arms Regulations. Customer will comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Solutions available outside the United States.

7. Fees, Payment, Taxes, and Audit.

7.1 Fees, Payment, Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer’s use of the Solutions upon ten (10) days’ written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer’s use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf’s liability under Section 13. Customer’s renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

7.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer’s compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer’s compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 7.

8. Compliance with Laws. Each party represents and warrants that, during the term of this Agreement, it will comply with all foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements, including those of any governmental (including any regulatory or quasi-regulatory) agency applicable to such party as it pertains to its obligations herein.

9. Confidentiality. Either party (as a “**Discloser**”) may disclose confidential and proprietary information, orally or in writing (“**Confidential Information**”) to the other party (as a “**Recipient**”). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is of a confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the Managed Awareness Solution is deployed: Customer’s tracking metrics as described in the Solutions Terms, Personal Information (as defined in Section 10.2 below), Customer created content, any test response data; and

(ii) If the MDR or MR Solutions are deployed: Personal Information (as defined in Section 10.2 below) and Solutions Data (as defined in Section 10.1 below).

Each party agrees to hold the other party’s Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder or if by Arctic Wolf, also as set forth in the Privacy Policy. Each party agrees to take commercially reasonable steps to protect the other party’s Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser’s prior written consent; or (b) to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined “need to know” purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Arctic Wolf may report any violations of law pertaining to any Customer Confidential Information and/or Customer’s use of the Solutions. The Discloser agrees that the foregoing obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any

confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 16 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Policy, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

10. Solutions Data.

10.1 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. If Arctic Wolf is compelled by law to disclose Solutions Data or its summary reports related thereto, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("**Aggregate/Anonymous Data**"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

10.2 Personal Information. Confidential Information and Solution Data may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

10.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

10.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 10.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

10.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The Parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 10.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

11. Indemnity.

11.1 Arctic Wolf's Indemnity. Subject to Section 11.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada and Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 11.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

11.2 Customer Indemnity. Subject to Section 11.3, Customer agrees to defend any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 6 or 10 and Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

11.3 Procedures. Each party's indemnification obligations are conditioned on the indemnifying party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

11.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

12. Warranty and Warranty Disclaimer.

12.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; AND (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION. IN THE EVENT OF ANY BREACH OF THIS SECTION 12.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTY DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; (C) THE FEATURES OR FUNCTIONALITIES OF THE SOLUTIONS WILL BE AVAILABLE AT ANY TIME IN THE FUTURE; AND (D) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

12.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only

to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 12.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

12.3 Third Party Product. Third Party Product (as defined in this Section 12.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

12.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not use the Solutions in a manner that would violate applicable laws or regulations; (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

13. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

14. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription, then such party must notify the other party no less than forty-five (45) days prior to the expiration of the then-current Subscription Term. Arctic Wolf will use commercially reasonable efforts to notify Customer of expiration of the Subscription Term seventy-five (75) days prior to expiration of the then-current Subscription Term.

15. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via the Customer Portal, Customer newsletter, <https://arcticwolf.com/terms/> website, or such other written communication method implemented by Arctic Wolf from time-to-time of any such changes. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

16. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Arctic Wolf Technology, installed or otherwise, and destroy all copies of any Arctic Wolf Technology that are in its possession or under its control and promptly remove and return all Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following termination or expiration, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from the Authorized Partner and paid in accordance with Section 7 herein, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Arctic Wolf Technology contained within the Equipment. Sections 9 through 14, 16, and 17 will survive the non-renewal or termination of this Agreement.

17. Miscellaneous.

17.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this [Section 17](#)). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

17.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

17.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

17.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

17.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

17.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

17.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

17.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

17.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 17.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

17.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("**BAA**") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

17.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

17.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

| | |
|---|------------------------|
| Arctic Wolf Networks, Inc.: | Customer: |
| Signed: | Signed: |
| Name: <u>Nick Schneider</u> | Name: _____ |
| Title: <u>CEO</u> | Title: _____ |
| Date: _____ | Date: _____ |
| Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com | Notice Address: |

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 – *Actionable*
Subject: Contract with Public Relations Firm
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

Last year MTA entered a contract with JayRay for the purpose of providing assistance in MTA's public relations with tasks such as campaigns on new service and restoring ridership along with creating a stronger social medial presence and press releases to help the public become more aware of MTA services. The service and expertise was found to be a great value for MTA. The term of the agreement associated with those services expires at the end of this month.

An Informal Solicitation for Proposals for a public relations firm was e-mailed on September 30, 2021 to four agencies, one of which has a WBE certification. The deadline for submitting proposals was on Friday, October 8, 2020. One proposal was received, and that proposal was submitted by JayRay.

The Communication Proposal, along with the Terms and Conditions Agreement, are attached.

Legal Counsel has reviewed the Communication Proposal and Terms and Conditions Agreement.

Summary: Approve General Manager to sign Terms and Conditions Agreement with JayRay.

Fiscal Impact:

\$45,045.00 – This expenditure is covered in the 2021 budgeted line item Advertising and Promotional expense.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2021-32 authorizing the General Manager to sign and execute the Terms and Conditions Agreement in the amount of \$45,045.00 between JayRay and Mason Transit Authority.

Mason Transit Authority

COMMUNICATION PROPOSAL

OCTOBER 8, 2021

JAYRAY A PLACE TO THINK
Branding | Advertising | Strategic Communications
Oct 19, 2021 Regular Mtg 54



Thank you for your partnership

YOUR BUSINESS MEANS A LOT TO US; YOUR CAUSE MEANS EVEN MORE. WE DELIVER:

- New ideas and fresh creative
- Experience from our work with other transit agencies (Pierce and Intercity)
- An ability to make the complex easy to understand
- The right tools at the right time—expertise in a variety of areas to tap when you need it
- Partnership to extend your internal capabilities
- Awareness of the unique needs of local governments and agencies

We help Mason Transit develop a stronger voice and presence in the community.

FAST FACTS:



LAUNCHED
IN 1970



LOCATED IN
TACOMA



WE BELIEVE IN
CREATIVITY WITH
PURPOSE



OUR CLIENTS
ARE OUR PARTNERS

600-075-129

JAYRAY UBI CODE



Smart communication and stewardship

In the past year, JayRay and Mason Transit have worked to increase MTA visibility in the community while keeping communication costs down. We leveraged each story in multiple channels, from social posts and local advertising to media coverage and information on the MTA's website and transit center kiosk. We created fresh design templates to be used internally, as well as by the JayRay team to create high-quality materials that communicated efficiently and are consistently on brand.

We will:

1. Develop one to two priority messages a month to be communicated in a multi-channel approach through the news releases, the website, social media, kiosk banners and advertising as appropriate. Some communications may be more information-oriented, others more promotional. At least one will be a general ridership message, alternating between "evergreen" messaging developed to promote fixed route and Dial-A-Ride. This consistent focus on ridership will build awareness of transit benefits.
2. Post four social posts a month to Facebook and Twitter, with boosting (advertising) on Facebook to reach to a broader Mason County audience for MTA.
3. Extend the refreshed brand look by providing design services for high-visibility materials. We would allocate a design budget for the year and work with MTA to identify high-profile pieces that would most benefit from a refresh.
4. Conduct a half-day photo shoot of Mason Transit coaches and Dial-A-Ride shuttles in several locations with drivers and with some volunteer "passengers." This would allow us to have a library of quality images for communication purposes for the entire year. (This is recommended but shown as optional in the budget.)
5. Provide brainstorming, planning and reporting services to help MTA grow its visibility and advance the cause of transit ridership. We would like to kick off the year with a one-hour planning meeting onsite at MTA and then resume our biweekly strategy meetings. We would provide quarterly marketing and communication reports.



Scope and budget

| | |
|--|-----------------|
| Public Relations and Advertising | \$23,600 |
| Develop and distribute two priority messages a month through owned, earned and paid communication | |
| <ul style="list-style-type: none"> One message to be a news release supported by social media post, web banner, kiosk banner and, if appropriate, ads for Shelton-Mason County Journal and MasonWebTV.com (up to 10 per year). (Does not including media placement costs for advertising.) | \$20,000 |
| <ul style="list-style-type: none"> One message to be a consistent ridership promotion of either fixed route or Dial-A-Ride transit. (Two sets of "evergreen" promotional materials for fixed route and Dial-A-Ride to include social posts, web banners, kiosk banners and ads for local news media.) | \$3,600 |
| Social Media | \$10,500 |
| Develop and post four social media posts a month. Boost all Facebook posts. | |
| Graphic Design | \$4,685 |
| Bank of 25 design hours for collateral | |
| Strategy and Reporting | \$4,020 |
| <ul style="list-style-type: none"> Biweekly meetings | \$1,800 |
| <ul style="list-style-type: none"> Quarterly reports | \$2,220 |
| | SUBTOTAL |
| | \$42,805 |
| Optional half-day photo shoot to create library of new bus and driver images | \$2,240 |
| | TOTAL |
| | \$45,045 |



References



Ann Freeman Manzanares

CEO

Intercity Transit

360.705.5838

afreeman@intercitytransit.com



Ryan Wheaton

Executive Director of Planning and Community Development

Pierce Transit

253.983.3304

rwheaton@piercetransit.org



Tamyra Howser

Executive Director of Marketing and Communications

Tacoma Community College

253.566.6050 | 253.228.1170

thowser@tacomacc.edu



JayRay capabilities

From one-time projects to ongoing support



**ADVERTISING
& MARKETING**



BRANDING



**STRATEGIC
COMMUNICATIONS**



**PR &
SOCIAL MEDIA**



GRAPHIC DESIGN



**WEB
DEVELOPMENT
& DIGITAL**

- Messaging and PR strategy
- Strategic communication programs
- Collateral development, print and digital assets
- Social media strategy and channel management
- Advertising

- Media pitching and hosting
- Blogger and media relations
- Issue management
- Internal communications
- Content strategy and creation
- Research and planning
- Promotions and events

- Art direction and graphic design
- Video storytelling
- Photography
- Website design and development
- Website maintenance and support
- Search engine marketing



Your team



Senior Advisor

JOYCE GLAVISH

Role: Project Manager, Account Lead

When issues are murky, Joyce provides perspective and clarity. With each new situation, she sorts through the questions and options to uncover solid solutions.

Joyce pulls from her experiences in both the corporate and nonprofit worlds to build strategic, integrated programs. She loves creating compelling messages that motivate action. Her work has helped engage public support for transit, workforce development, childcare and health care. Seasoned, flexible and persistent, Joyce helps clients connect with stakeholders and build trust.

Relevant experience: Mason Transit, Intercity Transit, Pierce Transit, Tacoma Community College



Advisor

JACKIE ZILS

Role: Social media, media relations

Jackie is a versatile storyteller, whether she is writing social posts for manufactured housing, pitching story ideas on travel or editing a major publication for a state agency. She is a master of translating corporate jargon into meaningful information.

Her editing eye is sharp; she writes with elegance and clarity; and she's as sweet as the treats she bakes for the office. (Boy, do we miss those as we work from home!)

Relevant experience: Mason Transit, City of Puyallup, City of Covington, Green Diamond



Your team



Art Director

JULIA WHITE

Role: Graphic Designer

They say our destiny is what we make of our fate, and Julia was both fated and destined to be a creative. As the daughter of a graphic designer, Julia knows the industry like a grand plié or a step-ball-change. Her personal passion for dance, movement and art make her a unique creative force. Her experience in transit, nonprofit work and large industrial companies gives her a well-rounded edge. And did we mention that she has UX and illustration skills, too?

For whimsical packaging to hardworking collateral, clients and teammates depend on Julia and her artful eye. Julia grew up in the Grit City and strolls Tacoma with her cat and sketchbook by her side. True to her passion, Julia spends her free time creating. From watercolor to tattoo designs, Julia is an artist through and through.

Relevant experience: Mason Transit, Intercity Transit, Pierce Transit, South Sound YMCA, Olympic Peninsula Tourism

Work Samples





Northwest Seaport Alliance



The scrappy Northwest Seaport Alliance communication team punches above its weight. Budget limitations, staff vacancies and high expectations from elected commissioners was taking a toll. They were eager for a versatile partner to tackle the backlog of advertising and graphic design projects, and to think strategically about messaging and the brand.

PRIORITIZING PARTNERSHIP

JayRay jumped right in designing everything from an event logo to brochures, flyers and presentations for several internal departments. We paid special attention to consistent quality and brand presentation.

DEMONSTRATING VALUE

With every project, we helped NWSA demonstrate its purpose and value. We refreshed the brand based on our interviews with customers to enhance NWSA's position on the world stage. This was the basis for striking new digital and print ads. From the annual report and Pacific Gateway magazine to dozens of new custom icons, JayRay created materials with a signature look. We created hardworking collateral including a series of intricate maps for truckers, customers and real estate professionals, and translated data into clear infographics.



SUPER-POST-PANAMAX CRANES ARRIVE IN TACOMA

Four cranes, each the height of the Statue of Liberty, arrived in Tacoma in February 2018. The four cranes, each 350 feet tall, are the largest ever built in the United States. They will be used to load and unload the largest container ships in the world, the 20,000 TEU class vessels, at the Port of Tacoma.

The largest container cranes in the Northwest arrived in Tacoma in 2018, a landmark moment for the Northwest Seaport Alliance. The cranes are the largest ever built in the United States, and they will be used to load and unload the largest container ships in the world, the 20,000 TEU class vessels, at the Port of Tacoma.

Construction of the cranes for the Port of Tacoma was completed in February 2018. The cranes, each 350 feet tall, are the largest ever built in the United States. They will be used to load and unload the largest container ships in the world, the 20,000 TEU class vessels, at the Port of Tacoma.

REAL IMPACTS

23,600 OTHER JOBS SUPPORTED BY HOUSEHOLD REVENUE

20,100 DIRECT JOBS

58,400 NWSA supports 58,400 family-wage jobs in Washington State

\$95,000 Average annual wage among direct jobs supported by marine cargo (includes benefit)

14,700 Lumina jobs

DIRECT JOBS INCLUDE:

- TRUCKING & WAREHOUSING
- TERMINAL OPERATIONS & DOCKWORKERS
- SHIPPING & LOGISTICS
- MANUFACTURING & OTHER INDUSTRIAL SUPPORT SERVICES
- PORT ADMINISTRATION

The Northwest Seaport Alliance is a marine cargo operating partnership of the Port of Seattle and Port of Tacoma. We are the fourth-largest container gateway in North America. Under a port development authority, the ports manage the container, breakbulk, auto and some bulk terminals in Seattle and Tacoma.

2018 ANNUAL REPORT TABLE OF CONTENTS

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- 16 HARBOR EXPANSION
- 17 TOWERBALL 30
- 18 AGIC ANNUAL MEETING
- 19 AWARDS & RECOGNITION



NWSA 2018 TRADE STATISTICS

VALUE OF TWO-WAY INTERNATIONAL TRADE: \$77.5 BILLION [\$77,500,000,000]

NWSA CARGO VESSEL SEATS: 3,787,626 (2018), 30,176,612 (2017), 541,143 (2016)

TOP 10 INTERNATIONAL TRADING PARTNERS (VESSELS):

| | |
|-------------|---------|
| CHINA | 515,000 |
| USA | 450,000 |
| EUROPE | 350,000 |
| AFRICA | 250,000 |
| ASIA | 200,000 |
| AMERICA | 150,000 |
| MIDDLE EAST | 100,000 |
| AUSTRALIA | 50,000 |
| NEW ZEALAND | 50,000 |
| INDONESIA | 50,000 |
| OTHER | 50,000 |



Intercity Transit



As gas prices took a dive, Intercity Transit saw vanpool ridership plunge. Driving alone had become more attractive. Commuters needed to be reminded of the benefits of sharing a ride, and the agency had not promoted the option in years.

UNDERSTANDING VANPOOL PROSPECTS

We started with market research, asking Thurston County businesses and their employees about their commute habits and motivation. This group also gave feedback on our sample design concepts. Based on the research we built a two-pronged marketing approach: reach businesses to encourage employee vanpool use, and appeal directly to consumers. Business owners and HR leaders jumped on board with our toolkit of ready-to-use templates for emails, manager talking points, social media posts and flyers. The consumer campaign included stops on cable and streaming broadcast, radio, programmatic digital advertising, email and print advertising. And new eye-catching wraps drove up vanpool visibility and pride among users.

POTENTIAL RIDERS RESPONDED

In 2019, the marketing efforts yielded 94,000 clicks to the vanpool web page—a nearly 2000% increase in unique page visitors.




Good commutes attract good employees.

Vanpool.

INTERcity TRANSIT



Invest in people, not parking.

Vanpool.

INTERcity TRANSIT

INTERcity TRANSIT

Smile like **Malika.**

Bring home an extra \$200+ a month.

Vanpool.

INTERcity TRANSIT

Save up to **\$4,000** a year.

Vanpool.

Our van. **Your crew.**

Vanpools offer a reliable ride and real savings.



Girard Wood Products - Looking Good!

What's in it for employers?

- Company logo on the van
- Potential B&O tax credits
- Recruitment and retention strategy
- Competitive employee benefit

What's in it for commuters?

- First month free
- Save money every month
- Reliable transportation to work
- Free trips home in case of emergencies

Call us about a better commute. 360-786-8800

INTERcity TRANSIT



- Toolkit for business owners and HR leaders
- Consumer ad campaign
- Van wraps
- Video

What **traffic?**



Vanpool.

INTERcity TRANSIT

Smile like **Malika.**

Bring home an extra \$200+ a month.



Vanpool.

INTERcity TRANSIT



Pierce Transit



Evaluating workflow is a challenge when the requests keep coming in. Pierce Transit's marketing team members asked JayRay for insights while they focused on supporting their many internal customers. One example: Pierce Transit's HR department needed recruitment tools on a quick turnaround.

FINDING TIME FOR CREATIVITY

We fully assessed the marketing department then recommended processes that would give the team more time for collaboration and creativity. Then we created a simple message and supporting image library for HR's recruitment effort that underscored the agency's warm, service-oriented personality. Our recruiters' toolkit also included templates for a job sheet, slide deck and brochure.

SHARE WORK, EMPOWER OTHERS

Recruiters embraced the HR tool kit. Marketing staff was pleased to have a lighter workload. Project intake processes improved, giving the team more time for strategic and creative planning. They also opened the door to conversations with leadership about setting priorities to manage requests and expectations.



Hiring Drivers



Secure your future. Serve others.
Drive Pierce Transit

- No experience needed
- Paid CDL training
- Great wages and benefits



PierceTransit.org

Secure your future. Serve others.
Drive Pierce Transit



Hiring Drivers



Transit Click Here"

1 Pierce

Careers

Secure your future.
Serve others.



- Recruitment job sheet, slide deck and brochure templates
- Bus boards
- Web banners
- Job fair tools

Marketing Communications

Advertising

Branding

Digital & Social Media

Public Relations

Communications Strategy and Planning

Promotions & Events

Contact us:

535 Dock Street, Ste. 205
Tacoma, WA 98402

253.391.8526

jglavish@jayray.com

JayRay.com

Follow us:



[@JayRayAdsPR](https://www.instagram.com/JayRayAdsPR)

JAYRAY A PLACE TO THINK

Branding | Advertising | Strategic Communications



Communication support agreement

Mason Transit Authority and JayRay Ads & PR

In 2021-2022, JayRay will work to increase MTA visibility in the community.

Our approach:

1. Develop one to two priority messages a month to be communicated in a multi-channel approach through the news releases, the web, social media, kiosk banners and advertising as appropriate. Some communications may be more information-oriented, others more promotional. At least one will be a general ridership message, alternating between “evergreen” messaging developed to promote fixed route and Dial-A-Ride. This consistent focus on ridership will build awareness of transit benefits.
2. Post four social posts a month to Facebook and Twitter, with boosting (advertising) on Facebook to reach to a broader Mason County audience for MTA.
3. Extend the refreshed brand look by providing design services for high-visibility materials. We would allocate a design budget for the year and work with MTA to identify high-profile pieces that would most benefit from a refresh.
4. Conduct a half-day photo shoot of Mason Transit coaches and Dial-A-Ride shuttles in several locations with drivers and with some volunteer “passengers.” This would allow us to have a library of quality images for communication purposes for the entire year.
5. Provide brainstorming, planning and reporting services to help MTA grow its visibility and advance the cause of transit ridership. We would like to kick off the year with a one-hour planning meeting onsite at MTA and then resume our bi-weekly strategy meetings. We would provide quarterly marketing and communication reports.



Scope and budget

| | |
|--|--------------------------|
| Public Relations and Advertising | \$23,600 |
| Develop and distribute two priority messages a month through owned, earned and paid communication | |
| <ul style="list-style-type: none"> One message to be a news release supported by social media post, web banner, kiosk banner and, if appropriate, ads for Shelton-Mason County Journal and MasonWebTV.com (up to 10 per year). (Does not including media placement costs for advertising.) | \$20,000 |
| <ul style="list-style-type: none"> One to be a consistent ridership promotion of either fixed route or Dial-A-Ride transit. (Two sets of "evergreen" promotional materials for fixed-route and Dial-A-Ride to include social posts, web banners, kiosk banners and ads for local news media.) | \$3,600 |
| Social Media | \$10,500 |
| Develop and post four social media posts a month. Boost all Facebook posts. | |
| Graphic Design | \$4,685 |
| Bank of 25 design hours for collateral | |
| Strategy and Reporting | \$4,020 |
| <ul style="list-style-type: none"> Bi-weekly meetings | \$1,800 |
| <ul style="list-style-type: none"> Quarterly reports | \$2,220 |
| | SUBTOTAL \$42,805 |
| Half-day photo shoot to create library of new bus and driver images | \$2,240 |
| | TOTAL \$45,045 |



Standard terms and conditions

Confidentiality

The agency will keep confidential information that has not been made public and is designated as confidential by the client.

Project Budgets

The client and agency will agree on a budget for each project. Budgets will be based on a defined level of effort and expense. Acceptance of the budget by the client confirms that JayRay has been contracted by the client for the project as described.

Project Changes

Changes in project requirements, specifications or schedule may require a change in budget. JayRay will provide to the client a budget that reflects the changed level of effort and expense.

Project Approvals

JayRay will provide the client with proofs to assure accuracy of materials created on its behalf. JayRay will exercise reasonable care to avoid errors. The client retains final responsibility for the decision to print, produce or disseminate materials.

Postponement or Cancellation

If the project is cancelled or postponed prior to completion, the client agrees to pay JayRay for any previously incurred or committed expenses, including commissions or markup.

Ownership

The client owns all original artwork created by JayRay on its behalf, upon payment in full of the project invoice. JayRay's subcontractors, vendors and suppliers (such as photographers, stock photo houses and font libraries) retain ownership and possession of all original work they have created unless otherwise negotiated. Materials owned by the client and archived by JayRay may be destroyed after three years. JayRay retains the right to use work created for the client for its own self-promotion purposes. JayRay retains ownership of all concepts not selected for production by the client.



Standard terms and conditions, p. 2

Markups and Commissions

The agency will add a 20 percent markup to all out-of-pocket costs such as printing, photography, web hosting, web plugins, broadcast production and research, incurred on behalf of the client. The agency will retain all commissions granted to recognized agencies and will mark up non-commissionable media billed through the agency equivalent to the standard 15 percent agency commission.

Miscellaneous Charges

Expenses such as photocopying, facsimile, postage, delivery, telephone and travel will not be marked up. They will be billed as estimated or billed at cost.

Terms

JayRay will invoice the client monthly electronically via email for work done in the previous calendar month, unless other arrangements are mutually agreed upon. The client agrees to pay agency invoices within 30 days of receipt unless otherwise agreed. MTA will pay late fees pursuant to Chapter 39.76 RCW. All work will be discontinued, and media schedules cancelled when payment is 45 days in arrears.

Jurisdiction

This agreement is governed by the laws of the State of Washington, and the client consents to the jurisdiction of the courts of Pierce County for any legal action related to this agreement. The client also agrees to pay all reasonable collection expenses, attorney fees, and court costs arising out of such disputes, whether or not a lawsuit is filed or served.



Standard terms and conditions, p. 3

Client/Agency Agreement

Effective **November 1, 2021**, JayRay Ads & PR, Inc., is authorized by **Mason Transit Authority** to act as an advertising/public relations agent on our behalf. This agreement authorizes JayRay Ads & PR to develop and purchase printed materials, photography, media advertising, and other goods and services as necessary to carry out authorized and approved advertising/public relations programs on our behalf. When making approved purchases on our behalf, JayRay is acting only as our agent, and liability for payment for these goods and/or services remains ours.

For: Mason Transit Authority

Signed: _____ Date _____

Send invoices to:

Name: _____

Email address: _____

Phone number: _____

JayRay Ads & PR
535 Dock Street, Ste. 205
Tacoma, WA 98402

Joyce Glavish
253.391.8526
jglavish@jayray.com

RESOLUTION NO. 2021-32

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE
TERMS AND CONDITIONS CONTRACT WITH JAYRAY FOR
PUBLIC RELATIONS SERVICES.**

WHEREAS, the Mason Transit Authority Board desires to continue to seek assistance in the area of public relations with tasks such as campaigns on new service and restoring ridership, along with continuing a stronger social media presence, as well as press releases to help the public become more aware of MTA services;

WHEREAS, MTA received one proposal on an informal solicitation for proposals for a public relations firm and it was received by JayRay; and

WHEREAS, MTA's Executive Team has been pleased with the public relations work that JayRay has performed in the past year and its quality of response, project understanding, availability of team, experience and price;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the General Manager is authorized to sign the Terms and Conditions agreement in the amount of \$45,045 between JayRay and Mason Transit Authority.

Adopted this 19th day of October, 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 6 – *Discussion*
Subject: Expansion of Consent Agenda Items
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

In October, 2015, the Board passed a motion to adopt measures to improve Board engagement and efficiency by assigning board member committee duties and revising the regular meeting agenda to include a consent agenda and an additional public comment item as well as allowing the Chair to set and enforce reasonable time limits for discussion and decision-making on agenda items.

As MTA continues its pursuit of efficiency, we have a list of proposed items that have been included in the regular meeting agenda items which we believe could be approved using the consent agenda as it would be noncontroversial and routine in nature. Although this is not an exhaustive list, it summarizes many documents or motions that have been routine in nature or where the matter has been reviewed in a prior Board meeting:

- Establishing MTA Board Committees;
- Approval of surplus inventory (equipment and vehicles);
- Setting the next year's general meeting calendar following the initial discussion with the Board;
- Approving Amendments to Agreements with WSDOT (such as the ones we brought to the Board in our September Board meeting);
- Annual appointment of citizen advisor to the Board;
- Van grant approvals;
- Policies that have been approved by the Policy Review Committee;
- Certifications and Assurances (signed by Board Chair);
- Approval of Strategic Plan (first view is discussion/approval would be at another meeting);
- Approval of Interlocal Agreement between multiple transit agencies (such as the PRTPO, Summer Youth Pass Program or Regional Reduced Rate Fare); and
- Final version of Transit Development Plan and STIP.

If at any time should a Board member wish to discuss or debate a particular item, it can be pulled from the Consent Agenda and placed into the appropriate section, be it Unfinished or New Business, as appropriate.

Summary: Discussion of non-controversial or routine matters that could be approved through the use of the consent agenda.

Fiscal Impact:

None

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7 – *Discussion*
Subject: Conducting Public Hearings
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

MTA staff have been holding two separate public hearings each for both the Transit Development Plan and the budget, annually. Of the 32 public hearings conducted by MTA staff in the past five years, only 8 members of the public attended. Our Citizen Advisor to the Board attended 10 of those hearings. Members of the public attended the following public hearings by focus:

- 3 attended budget public hearings;
- 3 attended Transportation Development Plan (TDP) public hearings;
- 1 attended a public hearing relating to service changes; and
- 1 attended public hearings related to rate increases.

Until the end of 2013, public hearings were customarily held during the Board meetings, but then shifted to a separate staff led process. It is believed this was designed to shorten the meetings that were significantly longer at that point in MTA history. Given the low attendance despite the effort, staff believes it is time to revisit how staff and, more importantly, the Board can be available to receive comments from the public.

We believe that information given during the draft presentation and final adoption of the TDP and annual budget at the regularly scheduled Board meeting provides the public with an opportunity to participate and be heard. We also believe that holding a public hearing for these items during the Board meeting is a more efficient use of staff time and resources. Information will continue to be posted on the website and on promotional flyers with instructions on how to send comments to be provided to the Board.

The most significant recent public participation was for the open house/public meeting relating to the potential intersection revisions to SR3 and Log Yard Road for the Belfair Park and Ride. That event was attended by at least 22 members of the public. Public meetings for special projects such as this, as well as fare increases, and major service changes would continue to be held separately.

Staff would like to propose that the Board consider eliminating the need to hold two separate public hearings on the TDP and annual budget and holding them during their regularly scheduled meeting.

Summary: Discussion of conducting public hearings as a part of Board meetings.

Fiscal Impact:

None.

Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Report – Item 1 – *Informational*
Subject: Financial Reports – September 2021
Prepared by: LeeAnn McNulty, Administrative Services Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Summary for Informational Purposes:

Included is the financial performance for September 2021 Financial Reports.

Highlights:

Sales Tax Revenue

Sales tax revenue for July 2021 (received September 30, 2021) was \$606,512, 12% higher than July 2020.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses would be at 75% (9/12) of the budget through the end of the year. Total YTD Revenue is over budget at 102.9%. Total YTD Operating Expenses are under budget at 63.4%.

- The agency has spent \$11,848 in COVID-19 response expenditures YTD.

Fiscal Impact:

September fiscal impact reflects total revenues of \$732,891 and operating expenses of \$531,303 for a net income of \$201,589.

Mason Transit Authority Statement of Financial Activities

% through the year: 75.0%

October 2021 Board Report

| September Statement of Financial Activities | September Actual | 2021 YTD Actual | 2021 Budget | Notes | Percentage of Budget Used |
|---|-------------------|---------------------|------------------|-------|---------------------------|
| Revenue | | | | | |
| Passenger Fares | \$ 3,198 | \$ 26,455 | \$ 32,500 | | 81.4% |
| PSNS Worker/Driver & Vanpool Fares | 8,690 | 90,186 | 150,500 | | 59.9% |
| Total Operating Revenue (Fares) | 11,888 | 116,641 | 183,000 | | 63.7% |
| Sales Tax | 395,670 | 4,705,820 | 4,054,264 | (1) | 116.1% |
| Operating Grants | 280,304 | 2,703,905 | 2,992,852 | (2) | 90.3% |
| Rental Income | 11,175 | 103,486 | 144,180 | | 71.8% |
| Investment Income | 738 | 9,461 | 50,000 | | 18.9% |
| Other Non-operating Revenue | 33,117 | 57,082 | 53,410 | (3) | 106.9% |
| Total Revenue | 732,891 | 7,696,395 | 7,477,706 | | 102.9% |
| Expenses | | | | | |
| Wages and Benefits | 397,278 | 3,561,848 | 5,474,061 | | 65.1% |
| Contracted services | 23,953 | 252,084 | 346,332 | | 72.8% |
| Fuel | 28,356 | 236,442 | 300,750 | (4) | 78.6% |
| Vehicle/Facility Repair & Maintenance | 11,197 | 129,311 | 265,752 | | 48.7% |
| Insurance | 15,821 | 142,392 | 210,364 | | 67.7% |
| Intergovernmental - Audit Fees | 14,192 | 25,594 | 38,000 | | 67.4% |
| Rent - Facilities and Park & Ride | 3,417 | 31,866 | 42,500 | | 75.0% |
| Utilities | 15,576 | 121,387 | 158,839 | | 76.4% |
| Supplies & Small Equipment | 9,540 | 82,680 | 226,590 | (5) | 36.5% |
| Training & Meetings | 315 | 6,926 | 39,935 | | 17.3% |
| Other operating expenses | 11,657 | 107,617 | 307,808 | (6) | 35.0% |
| Total Operating Expenses | 531,303 | 4,698,147 | 7,410,931 | | 63.4% |
| Net Income (Deficit) from Operations | \$ 201,589 | \$ 2,998,249 | \$ 66,775 | | |

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 Q3 accruals. |
| (3) | Includes LMTAAA Volunteer program revenue - \$15,864; Volunteer Donations - \$1,133; Sale of Maintenance Services - \$766; Community Van - \$0; Gain/Loss on Disp. of Asset - \$33,690; Sales Tax Interest Income - \$2,244; Insurance Recoveries - \$586; WSTIP Network Safety Grant - \$2,000. |
| (4) | Average diesel price per gallon year to date is \$2.31. Average gasoline price per gallon year to date is \$3.14. |
| (5) | Printing- \$6,587; Cleaning/Sanitation/Safety supplies - \$18,257; Office Supplies - \$4,758; Shop Supplies - \$8,729; Small Tools & Equipment - \$3,964; IT Equipment - \$10,394; Communications Equipment - \$6,599; Operating Supplies - \$5,055; Small Equipment & Furniture - \$9,226; Software - \$7,002; 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 - \$13,375; Advertising - \$54,377; Merchant/Credit Card fees - \$2,842; Dues, Memberships, Subscriptions - \$27,890; Unemployment Insurance - \$2,739; plus other misc. operating expenses. |

Mason Transit Authority Cash and Investments

October 2021 Board Report

Cash Balances

| | 8/31/2021 | 9/30/2021 | Change |
|-----------------------------|-------------------------|-------------------------|------------------------|
| Cash - MC Treasurer | \$ 1,726,168.05 | \$ 1,461,914.01 | \$ (264,254.04) |
| Investments - MC Treasurer | 12,000,000.00 | 12,000,000.00 | - |
| Payroll - ACH Columbia Bank | 193,088.68 | \$ 317,037.38 | 123,948.70 |
| Petty Cash/Cash Drawers | 500.00 | 500.00 | - |
| TOTAL | \$ 13,919,756.73 | \$ 13,779,451.39 | \$ (140,305.34) |

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

Total Grant Match \$ 881,797

Reserves:

| | |
|---|-------------------------|
| Total Grant Match | 881,797.00 |
| General Leave Liability (Vacation/Sick) | 217,574.82 |
| Emergency Operating Reserves | 2,000,000.00 |
| Facility Repair Reserve | 150,000.00 |
| Emergency/Insurance Reserves | 100,000.00 |
| Future Operating Reserves | 4,400,000.00 |
| Capital Project Reserves ¹ /Park and Ride Projects | 4,000,000.00 |
| Fuel Reserves | 120,000.00 |
| IT Investments | 60,000.00 |
| Total Encumbered | <u>\$ 11,929,371.82</u> |

| | |
|--|----------------------|
| Total of Cash | \$ 13,779,451.39 |
| Less Encumbrances | <u>11,929,371.82</u> |
| Undesignated Cash Balance Total (Including Reserves) | 1,850,079.57 |
| Investments - MC Treasurer (Reserves) | 12,000,000.00 |
| Less Encumbrances | <u>11,929,371.82</u> |
| Undesignated Cash Reserves | \$ 70,628.18 |

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

Mason Transit Authority Capital Budget

October 2021 Board Report

As of September 30, 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 | - | 4,193,488 | 8,969,940 | Construct or improve 5 park & rides throughout county. |
| Radich building roof repair- 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 | - | - | - | |
| Total Misc Capital Projects | 11,092,800 | 9,392,300 | 1,406,970 | 300,000 | 4,350,244 | 9,119,369 | |
| 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). |
| Total Vehicle Replacements | 2,399,228 | 1,517,431 | 881,797 | - | 1,118,233 | 1,118,233 | |
| Total Capital Projects | \$ 13,492,028 | \$ 10,909,731 | \$ 2,288,767 | \$ 300,000 | \$ 5,468,477 | \$ 10,237,602 | |


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

October 2021 Board Report

Sales Tax Collected as of 9/30/2021 for 07/31/2021

Monthly Cash-Flow Trend (January - December)



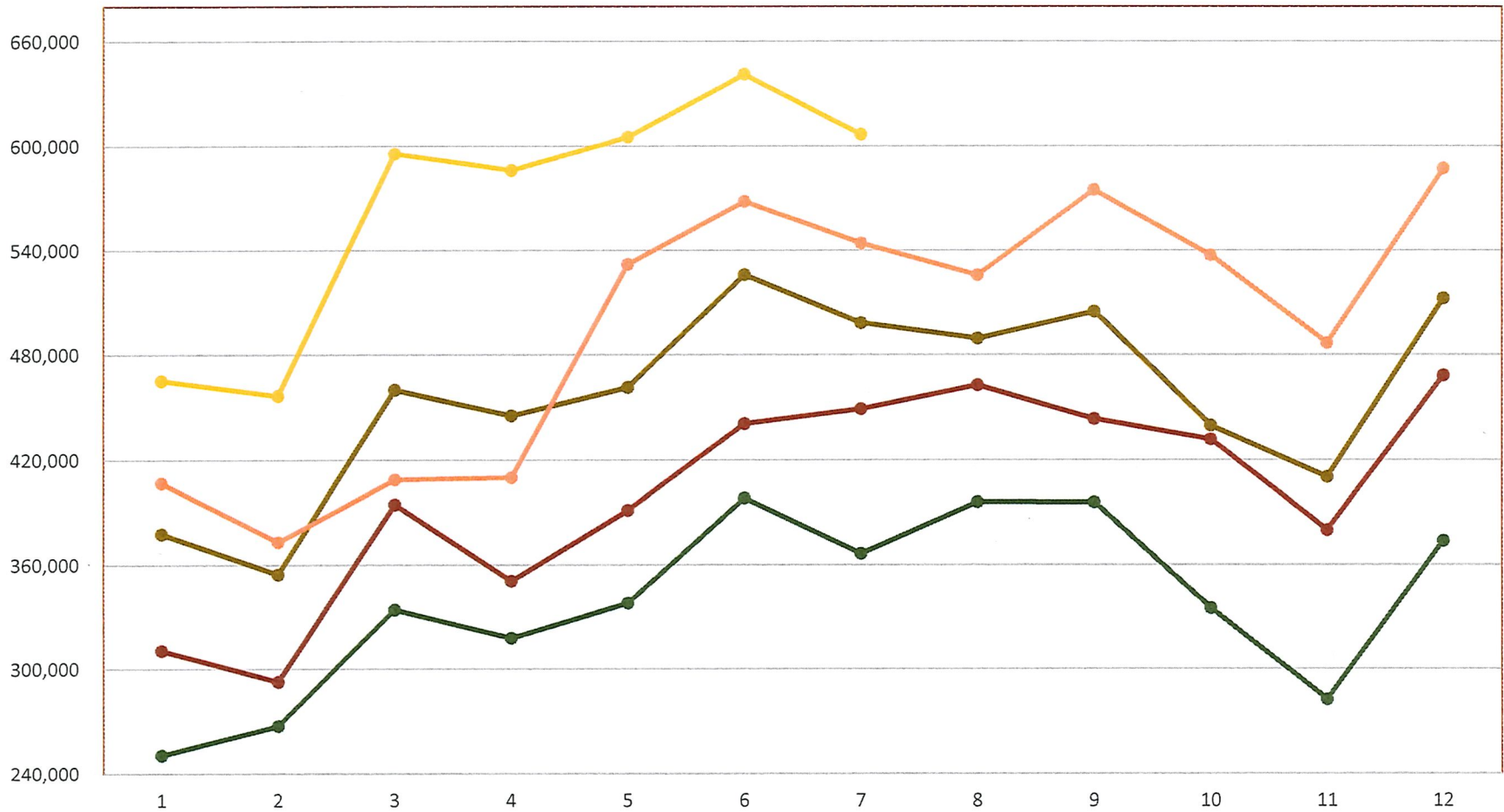
| | 2018 | 2019 | 2020 | 2021 Budget | 2021 Actual | 2020 Budget Variance | % Change 2020 - 2021 Actual |
|-----------|-----------|-----------|-----------|-------------|-------------|----------------------|-----------------------------|
| January | 310,547 | 377,689 | 406,391 | 250,512 | 464,970 | 86% | 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 | 606,512 | 66% | 12% |
| 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 | 3,954,904 | | |

Budget Variance Average - YTD 75%

% Change 2020 vs 2021 Actual Average - YTD 23%

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: October 19, 2021

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board October 19, 2021

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board October 19, 2021

GENERAL MANAGER'S REPORT

General Manager Report:

WSTIP:

- Attended WSTIP Board meeting.

WSTA/SMTA:

- Participated in weekly SMTA and WSTA coordination calls with other General Managers from around the state.

External Activities:

- Continued meeting with MTA Board Members.
- Provided interviews to Shelton Mason Journal and IFiber news on Mason Transit activities.
- Participated in weekly calls with Mason County Joint Information Center for COVID updates.
- Participated in Peninsula RTPO Executive Board meeting.
- Attended Preparedness Day in Shelton where MTA had a vehicle and staff present.
- Attended and presented as a panelist at the Washington State Public Transportation Conference.
- Participated in the Regional Reduced Fare Permit Task Force.
- Met with Charge Point vendor to discuss charging stations.
- Continued outreach on park and ride activities and enforcement with local agencies.

Internal Activities:

- Facilitated informational Labor Management meeting regarding schedule changes.
- Participated in monthly safety committee meeting.
- Reviewed and provided comment on Inclement Weather Plan.
- Participated in Technical Business Review for IT services with Right Systems.
- Facilitated weekly Management Leadership meetings.
- Met with staff regarding 2022 budget needs.
- Participated in HR and Finance Committee meetings in preparation for 2022 budget.

TEAM UPDATES

ADMINISTRATIVE SERVICES MANAGER – LeeAnn McNulty

HR Support:

- Met with Wes Martin representing the HR Board Committee & Amy to discuss wages for 2022 budgeting.
- Continue to assist those employees who are out on long term leave.

Administrative Services Support

- Attended WSTIP Q3 Board meetings.
- Developed 2022 Budget Draft 1.
- Performed non-rep competitive wage analysis.
- Attended monthly Safety Committee meeting.
- Met with Right Systems to perform a business update.
- Met with Managers and T-CC Bldg. Superintendent to review 2022 budget needs.
- Held Finance Committee meeting with Sharon and Matt to discuss the assumptions placed in the 2022 Operating Budget.

MAINTENANCE/FACILITIES – Marshall Krier

Outreach and meetings:

- Updated agenda for Fall WSTA Maintenance Conference Forum.
- Attended the virtual WSTA/WSDOT Transportation conference.

T-CC Facility:

- Pickleball sessions continue in the gym in September and 97 players attended.
- CHOICE Highschool resumed P.E. classes in the gym, and we welcomed 30 students in September.
- The kitchen was utilized by nine people in September.
- 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

- 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 annual sewer pipe cleaning.
- Establishing construction dates for the 6 Champion cutaways and 1 Gillig bus.

Park and Rides

- **Shelton Matlock:** Bus shelter installed. Waiting on security cameras and landscaping.
- **Pear Orchard:** Wrapping up charger installation.
- **Belfair.** Construction is progressing. Started ordering materials and supplies for the building. Completed radio antenna and base station installation for Operations.
- **Pickering and Cole Rd:** Construction is progressing at both facilities. Hopefully we can obtain the security cameras and bring these projects to completion. Installed new signage at Cole Rd for improved traffic flow. Installed bus shelter at Pickering.

OPERATIONS – Mike Ringgenberg

COVID-19:

- We transported 2 COVID-19 positive riders' home and 2 possible COVID-19 riders to get tested. We continue to keep a supply of masks available on each bus for passengers who board the buses.

Inclement Weather Plan 2021-2022:

- We are finishing the new plan, snow routes for the Worker/Drivers have been added.

Meetings:

- I attended the following meetings:
 - Cascadia Rising Catastrophic Transportation Planning Seminar;
 - WSTA Transit Planners meeting;
 - WSTA Annual Transit conference;
 - Mason County Emergency Management Meeting; and
 - NOAA North West Winter Safety briefing.

Outreach events:

- MTA participated in the Mason County Preparedness Day event at Belfair on September 17 and the event in Shelton on September 24.
- On October 6, Chris and Trina conducted an outreach/training event at North Mason High School for 4 students/staff.
- Chris is preparing to attend the Mason General Hospital Trunk or Treat drive-thru event on October 29.

Public Relations RFI:

- We sent out a request for proposals for a PR firm to help promote our service from November, 2021 through October, 2022.
- We only received one proposal from JayRay.

Ridership:

- We had 14,579 total riders in all modes of transportation in September, 2021. This is a decrease of 1,143 riders from August, 2021.

Safety Meeting:

- We conducted an MTA Safety meeting on September 28 to discuss concerns relating to the 2021-2022 Inclement Weather Plan.
- We also replaced the "Rally Point" sign at JP and ordered one for the Belfair Park and Ride.
- We decided to change the traffic flow at Cole Road Park & Ride to one way to allow drivers more room in the parking lot.

Training:

- Lisa D and Chris conducted training for 3 drivers on the new 40' Worker/Driver Hybrid Gilligs to give us more flexibility in emergencies, outreach events and use in parades.
- Chris conducted COVID-19/PPE training to understand the rules and requirements with 3 Volunteer Drivers.

2021 WORK ITEMS UPDATE

SEE ATTACHED SPREADSHEETS

| 2021 Work Items | Completed as of 10/15/2021 | Progress |
|---|-------------------------------|--|
| Objective 1: Safe and Secure | | |
| 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 | | |
| Objective 2: Effective Transportation Services | | |
| 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 | | Evolving project. Work will be coordinated with external IT firm to integrate new technologies with existing sign. |
| 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 | | October 2021 - Training 4 drivers to prepare for service restoration in early 2022. |
| Objective 3: Financial Stewardship | | |
| 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. Have received a handful of policies from other transit's. |
| Explore moving MIP accounting software to the Cloud | ✓ | Completed August 2021. |
| Review 5-year sustainability plan and adjust as needed | ✓ | Sustainability was reviewed with the preparation of annual TDP reporting. |

| | | |
|---|---|--|
| Plan financially for future service changes or increases | √ | Planning for service restoration to pre-COVID levels. Incorporated in 2022 Budget. |
| Prepare for GASB changes on leases and other regulations | √ | Attended training by SAO & GFOA. Setting new leases to better comply with GASB. |
| Objective 4: Community Partnerships and Responsibility | | |
| Conduct Community Conversations to solicit input regarding MTA services | | This will take place in 2022 as part of the Human Services Transportation Plan update with PRTPO. |
| 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 | | COVID Safety, Return of route 8, meet GM Candidates, DAR app. |
| 3rd Quarter PR Campaigns | | Long term employees celebrated, Take DAR in the dark, trip planner. |
| 4th Quarter PR Campaigns | | |
| Objective 5: Workplace Culture | | |
| 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: October 19, 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: Rognlin's is sending in submittals and RFIs. Rognlin's is progressing site and building construction. The majority of the exterior building improvements are complete and the contractor is working on the interior. The landscaping is mostly finished. The electrical contractor is in the process of installing the security equipment and activating the outdoor lights. The estimated completion for this site is November 2021.

Shelton Matlock Park and Ride Construction: Light poles and heads are installed. The final step is to have PUD 3 energize the site and have HCC coordinate with MTA to connect the security system. The estimated final completion for this site is October 2021.

Pickering Road Park and Ride Construction: Light poles and heads are installed. The final step is to have PUD 3 energize the site and have HCC coordinate with MTA to connect the security system. The estimated final completion for this site is October 2021.

Cole Road Park and Ride Construction: Light poles and heads are installed. The final step is to have PUD 3 energize the site and have HCC coordinate with MTA to connect the security system. The estimated final completion for this site is October 2021.

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: October 19, 2021

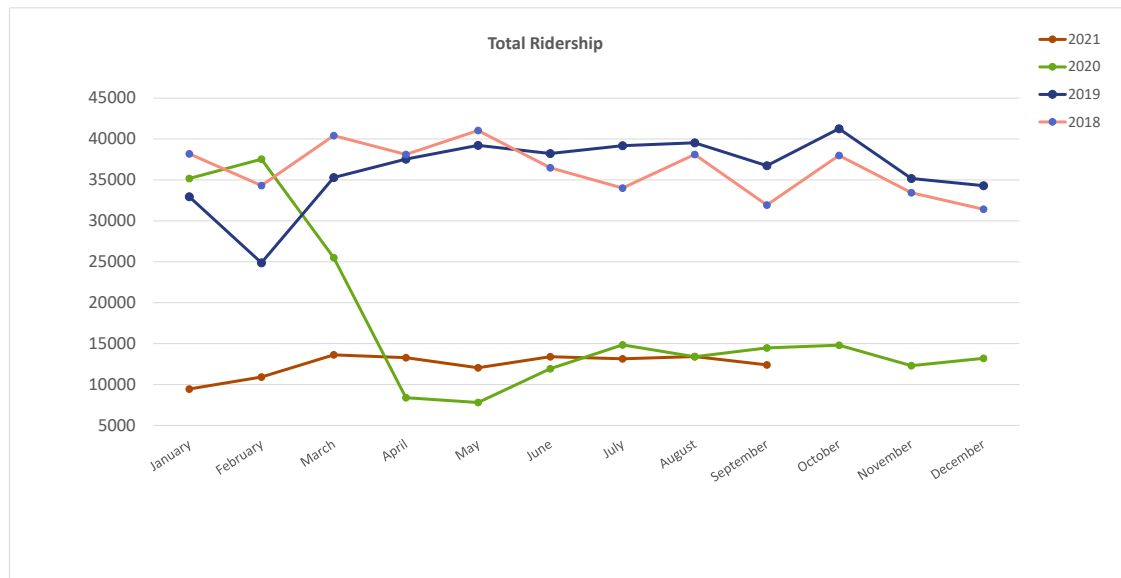
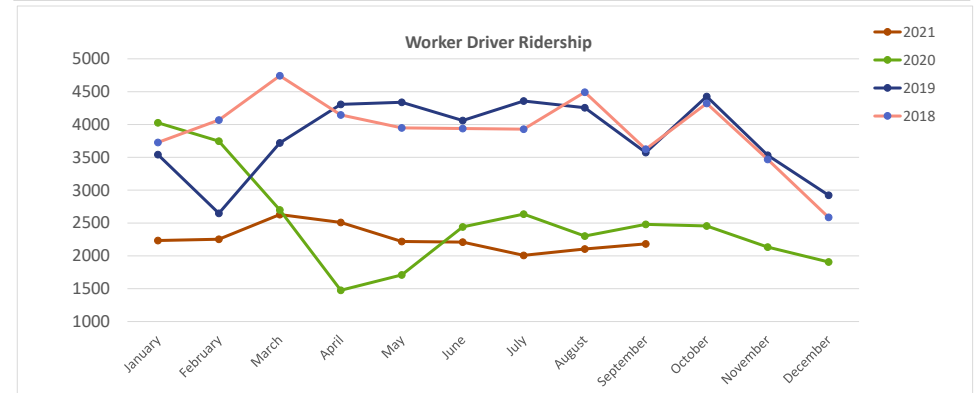
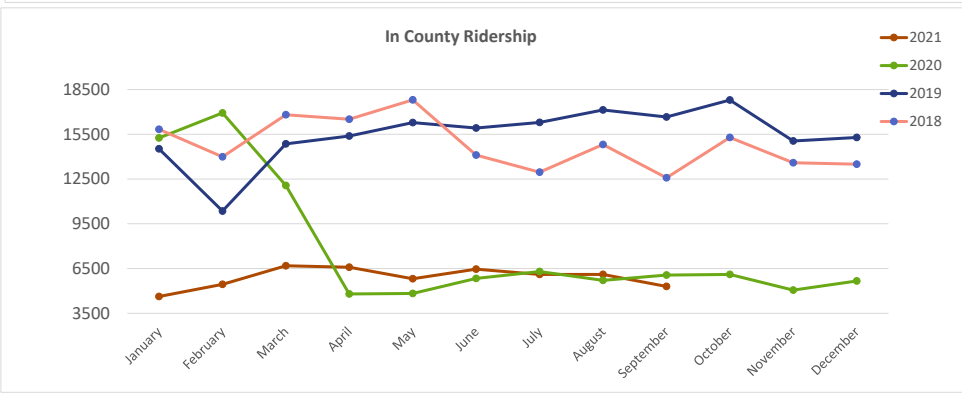
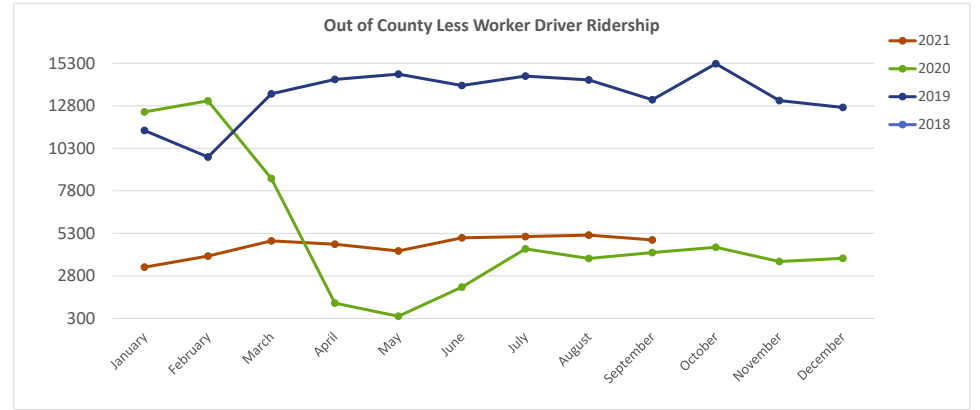
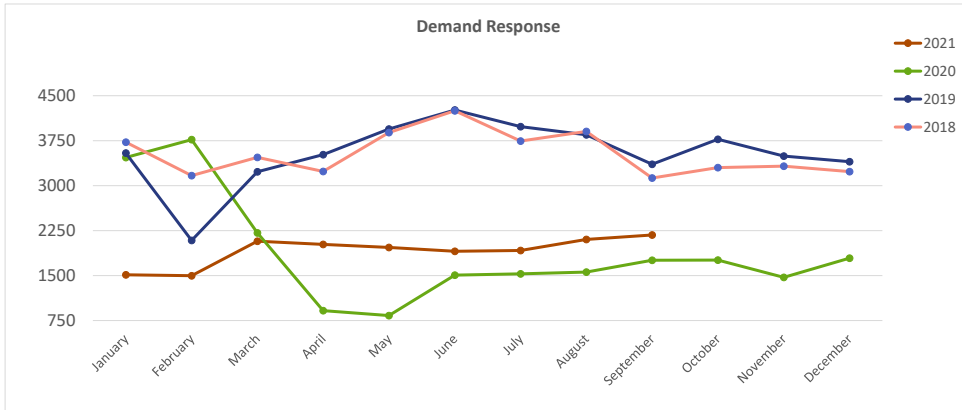
Background:

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 per 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 |
| September | - 25 service days | 494 |

RIDERSHIP DATA CHARTED



Mason Transit Authority Regular Board Meeting

Agenda Item: Informational Item 5 – *Informational*
Subject: JayRay Report
Prepared by: Mike Ringgenberg, Operations Manager
Approved by: Amy Asher, General Manager
Date: October 19, 2021

Background:

The attached informational report regarding JayRay's public relations activities and results for activity in July-September 2021.

Notable Highlights include:

- Posts on Facebook and Twitter combined were viewed 345,791 times year to date.
- Over 20,000 new users to our website, up 14.5% over the previous 9 months.
- Twelve news release were distributed, generating multiple stories each time in the following publications/stations:
 - Shelton Mason-County Journal
 - Mason WebTV
 - KMAS
 - South Sound Business online
 - Hcc.net
 - Squaxin Tribe newsletter
 - Skokomish Tribe newsletter
 - Shelton-Mason County Chamber of Commerce newsletter



PR & SOCIAL MEDIA REPORT

PREPARED FOR
MASON TRANSIT AUTHORITY
For activity July-September 2021

JAYRAY A PLACE TO THINK
Branding | Advertising | Strategic Communications



PR and social media approach

- Elevate Mason Transit Authority's visibility on Facebook and Twitter
- Share news with local media outlets
- Build deeper awareness of MTA services
- Encourage ridership and engagement
- Balance service announcements with evergreen messages



Year-to-date Summary

- Posts on Facebook and Twitter combined (paid and organic reach) were viewed 345,791 times.
- Twelve news releases were distributed, generating multiple stories each time in the following publications/stations.
 - Shelton Mason-County Journal
 - Mason WebTV
 - KMAS
 - South Sound Business online
 - hcc.net
 - Squaxin Tribe newsletter
 - Skokomish Tribe newsletter
 - Shelton-Mason County Chamber of Commerce newsletter
- There were over 20,000 new users to the website, up 14.51% over the previous 9 months. Website engagement is also up over the previous 9 months with nearly a 17% increase in sessions on the site.



Social media monthly performance (JayRay)

FACEBOOK

| 2021 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2021 |
|--|--------|--------|--------|--------|--------|--------|-------------|------------|--------|-----|-----|-----|------------------|
| Post Total Reach* | 54,768 | 50,031 | 60,715 | 53,290 | 38,867 | 30,150 | 16,565 # | 3,010 # | 24,653 | | | | Total 331,549 |
| Engage-ment** (Engagement %) | 4.74% | 5.87% | 12.41% | .99% | 2.26% | 5.14% | .17% | 16.5% | .58% | | | | Average 5.41% |

TWITTER

| 2021 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2021 |
|--|-------|-------|------|-------|-------|-------|------|-------|-------|-----|-----|-----|------------------|
| Post Total Reach* | 724 | 636 | 582 | 2,148 | 3,878 | 1,122 | 649 | 2,703 | 1,800 | | | | Total 14,242 |
| Engage-ment** (Engagement %) | 6.35% | 3.14% | 4.8% | 1.16% | .41% | 3.66% | 4.7% | 3.26% | 4.4% | | | | Average 3.54% |

*Reach is the total number of people the posts were delivered to. Impressions are similar. Includes organic and paid reach.


**Engagement is post total reach divided by the number of people who clicked anywhere on the posts.

Organic reach only. Facebook shut down MTA advertising for approximately four weeks because of a faulty algorithm. We were able to restart campaign in September.

Social media highlights

July

- 17,214 people saw the posts on Facebook and Twitter combined
- The July 21 post about the donated vans had 285 clicks, likes and comments on Facebook
- Amy Archer's introduction on Facebook got 41 clicks, likes and comments
- The post about electric vehicle stations at the renovated Pear Orchard Park & Ride got 42 Facebook clicks & comments, and 3.7% engagement on Twitter

 **Mason Transit Authority**
July 21

Thousands of local residents will get to work, medical appointments and the food bank with two surplus Mason Transit vans awarded to local nonprofits. Congratulations to van grant recipients Shelton Youth Connection and Gethsemane Ministries. We thank these organizations for providing transportation and other essential services to our neighbors who need it.
<https://bit.ly/3ogV2lg>



 **Mason Transit Authority**
July 23

We're pleased to welcome Amy Asher as the new general manager of Mason Transit Authority! Amy most recently served as transit manager for River Cities Transit in Longview. Read more: bit.ly/3x7lKY8



Social media highlights

August

- 9 posts each on Facebook and Twitter (more than usual because FB ad account was locked)
- The Aug. 12 Pear Orchard Park & Ride ribbon cutting post reached 1,227 people on Twitter, by far the highest on Twitter this month
- The Saturday, Aug. 21 reminder about the upcoming route reduction reached 1,177 people on Facebook, the highest of the month for Facebook posts



The renovated Pear Orchard Park and Ride ribbon-cutting duties went to Sharon Trask, Mason County Commissioner, and Amy Asher, Mason Transit general manager. The park and ride now has 32 parking spaces, LED lights and the agency's first electric vehicle charging station.



Mason Transit Authority

Published by Jackie Soler Zils · August 21 at 10:21 AM

Reminder: On Monday, we will proactively reduce service to manage an anticipated driver shortage. We will be suspending Route 4, Route 16 and all Zipper routes.

We recommend Route 16 riders use Route 6; Zipper route riders use Route 5 or 7, and Route 4 riders schedule Dial-A-Ride. We continue to seek drivers to fill the open positions listed on our website.

For route information, go to www.masontransit.org/busschedules/.





Social media highlights

September

- 26,453 people saw posts on Facebook and Twitter combined.
- The Sept. 3 apply now post reached 149 people on Twitter, the highest on Twitter this month
- The Aug. 30 driver hiring post reached 12,475 people on Facebook (This was in the Sept. schedule.)



Mason Transit (MTA) @MasonTransit · Sep 3

Apply now. Qualified candidates will be part of our Sept. 11 "Ride the Bus" event. Meet with a supervisor and driver, learn the training process, ask questions. If you're hired, MTA pays you while you train. Could this be your new career? Apply at bit.ly/2X8bu4p



Mason Transit Authority
August 30 · 🌐




Get in the driver's seat! We're hiring drivers and we train—no experience needed. Qualified candidates will get a briefing and ride-along with a driver to see "Is this for you?" Apply at bit.ly/2X8bu4p





Top Facebook posts each month




Includes organic and paid posts

| | Reach (how many people saw your post) | Engagements (likes, comments, shares, clicks) | Post content |
|---------|---|---|---|
| Aug 30 | 12,475 | 30 |  Hiring |
| Sept 17 | 10,508 | 50 |  Trip planner |
| July 21 | 8,705 | 311 |  Van donations |



Top Twitter posts each month

No paid posts on this platform

| | Reach (how many people saw your post) | Engagements (likes, comments, shares, clicks) | Post content |
|-----------|---|---|--|
| August 12 | 1,272 | 35 |  Park and Ride ribbon cutting |
| July 28 | 280 | 9 |  EV station coming (Pear Orchard) |
| Sept 17 | 602 | 11 |  Trip planner |



Press releases

- July 12 New GM announcement
- July 20 Van donation recipients
- July 26 Pear Orchard Park & Ride reopens
- August 17 Route reduction begins Aug. 23

SOUTH SOUND
BUSINESS

Subscribe
to the
magazine!



NEWS

Mason Transit Grants 12-Passenger Vans to Two Local Nonprofits

As part of its Van Grant Program, Mason Transit has awarded a 12-passenger van each to Union-based nonprofits Gethsemane Ministries and Shelton Youth Connections. [Read more.](#)

Sample news clips



Mason Transit Authority Pear Orchard Park and Ride Ribbon Cutting

Aug 5, 2021 Updated Aug 5, 2021



Mason Transit Authority cut the ribbon on their newest park and ride in Mason County this week. The Pear Orchard park and ride on State Route 3 just outside Shelton has recently been upgraded for better user access and experience. The area has been paved, there is an electric car charging station and LED lighting and security as well. New MTA General Manager Amy Asher talks about the project along with comments from Mason County Commissioner Randy Neatherlin and Scotty Mills from Change Home Mortgage explaining some of the benefits to the community.

Join Jeff Stakey and Spencer Hughes weekday mornings with the latest in local news around the South Sound and beyond on am1030, fm103.3 or streaming at fiberonenewsradio.com or via the Tuneln app and others.



Mason Transit Welcomes New General Manager

MTA Jul 13, 2021 Updated Jul 13, 2021



MTA provided photo



ORDER ONLINE FOR PICKUP DELIVERED IN 18350 N US HWY 1 mypicklogistics



Mason Transit Authority selected Amy Asher as its new general manager, hiring her from River Cities Transit in Longview.

SOUTH SOUND BUSINESS



CULTURE

Mason Transit Authority's First Electric Vehicle Charging Station

The first electric vehicle charging station has made its debut at the Pear Orchard Park and Ride in Shelton. The park and ride reopened with improvements including expanded parking space, a shelter, Mason Transit's very first electric charging station, and more. The addition is a step in the state's commitment to improving access to renewable and alternative modes of transportation. Learn more [here](#).

Shelton-Mason County Chamber of Commerce newsletter, Sept. 2021



Print and digital advertising

Mason Transit Authority's ongoing social media and public relations program is enhanced once or twice each quarter with a larger promotion. We promoted full capacity seating in July.

continued from page A-6

Ode to a car
 Editor, the Journal,
 I've been thinking about
 cars a lot lately. I've been
 thinking about the cars I've
 owned, the cars I've driven,
 the cars I've seen. I've been
 thinking about the cars I've
 loved, the cars I've hated,
 the cars I've missed. I've been
 thinking about the cars I've
 wanted, the cars I've needed,
 the cars I've dreamed of.
 I've been thinking about the
 cars I've owned, the cars I've
 driven, the cars I've seen,
 the cars I've loved, the cars
 I've hated, the cars I've
 missed, the cars I've wanted,
 the cars I've needed, the cars
 I've dreamed of.

All Seats Are Open
 The ride is easier. Seat restrictions are lifted. Masks are still required.
 MasonTransit.org

MTA MASON TRANSIT AUTHORITY

Shelton-Mason County Journal

Powered by HCC is providing a live video stream of that Zoom meeting beginning at 9 AM. There are three ways to watch live: hcc.net/news, MasonWebTV.com or Mason County's website (co.mason.wa.us). You can also watch on demand on hcc.net/news, MasonWebTV.com or Mason County's website: co.mason.wa.us. Rebroadcasts on Hood Canal Communications' local channel are Thursday at 6 PM, Saturday at 2 PM and Sunday at 9 AM.

Mason County Commission Oct. 12, 2021

9 AM Tues. Oct. 12, 2021

MasonWebTV
 Powered by HCC

Here is the meeting's agenda:

[Continue reading...](#)

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Monday's COVID-19 Report: 2 Deaths, 79 New Cases

MasonWebTV.com

Mason Health Presents 'Meet the Providers'

Meet the Providers
 Jenny Johnson, ARNP
 Primary Care

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 MasonTransit.org

MTA MASON TRANSIT AUTHORITY



Web analytics

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MasonTransit.org

RIDER ALERT
August 17, 2021
On Monday, August 23, Mason Transit Authority will proactively suspend three routes to better manage a driver shortage. Riders are asked to plan ahead for the temporary closures of Route 4, Route 16 and all Zipper routes. MTA recommends Route 16 riders use Route 6 and Zipper route riders use Routes 5 and 7. Route 4 riders are encouraged to use Dial-A-Ride for necessary appointments.
READ MORE

Mason Transit Vehicles Open to Full Capacity
June 30, 2021
With Gov. Jay Inslee's announcement that COVID-19 restrictions are lifted.
Mason Transit Authority is opening all seats on its vehicles starting today. Please note: Face coverings are still required inside transit vehicles and inside any transit building. This federal

Tweets by @MasonTransit

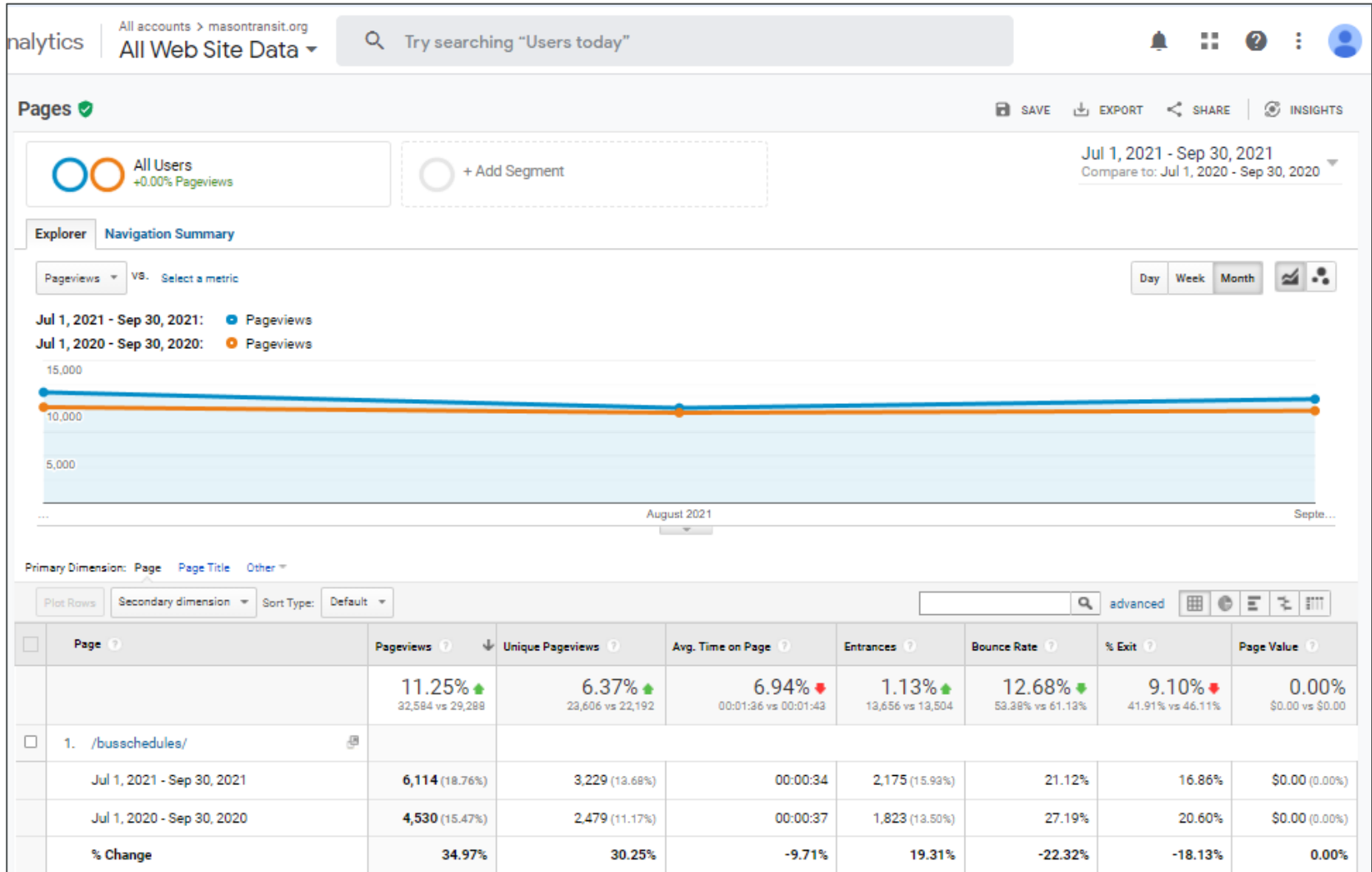
Mason Transit (MTA) @MasonTransit
#MTAAlert All services are running again. We apologize for any inconvenience.
Oct 7, 2021

Mason Transit (MTA) @MasonTransit
#MTAAlert All Shelton routes are currently suspended do to police activity in the downtown Shelton area. Please be safe out there.
Oct 7, 2021

Mason Transit (MTA) @MasonTransit
N 13th St is open again. All routes are back to normal.
Oct 7, 2021

Highlights

- June - September
- Pageviews are up 11% over last year
- Home page and bus schedules are up over 30% from previous 9 months
- By a slight margin, most users are men in their mid-twenties to mid-thirties.





Page insights from past 9 months

| Page | Increase/Decrease from same time last year |
|-------------------|--|
| Bus schedules | 34.97% increase |
| Home page | 31.69% increase |
| Route 6 | 13.04% decrease |
| Trip planning | 742.11% increase |
| Dial-A-Ride | 32.50% increase |
| Scheduling a ride | 857.69% increase |
| Contact us | 19.25% decrease |



Audience Overview ✓

SAVE EXPORT SHARE INSIGHTS

All Users
+0.00% Users

+ Add Segment

Jul 1, 2021 - Sep 30, 2021
Compare to: Jul 1, 2020 - Sep 30, 2020

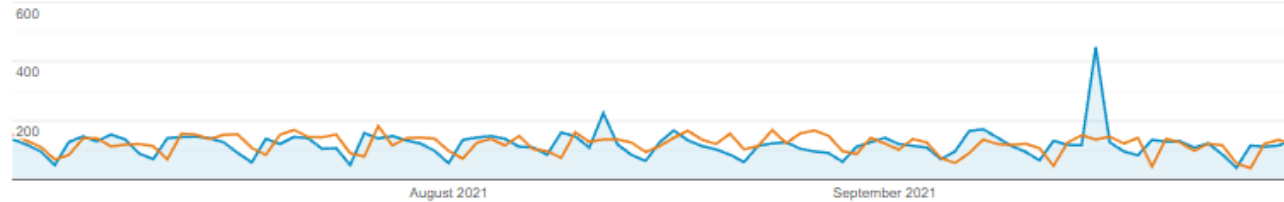
Overview

Users vs. Select a metric

Hourly Day Week Month

Jul 1, 2021 - Sep 30, 2021: ● Users

Jul 1, 2020 - Sep 30, 2020: ● Users



Users

-1.78%
7,396 vs 7,530



New Users

-3.38%
6,741 vs 6,977



Sessions

1.09%
13,657 vs 13,510



Number of Sessions per User

2.92%
1.85 vs 1.79



Pageviews

11.25%
32,584 vs 29,288



Pages / Session

10.06%
2.39 vs 2.17



Avg. Session Duration

10.67%
00:02:13 vs 00:02:00



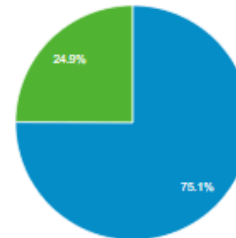
Bounce Rate

-12.68%
53.38% vs 61.13%

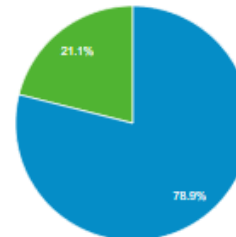


■ New Visitor ■ Returning Visitor

Jul 1, 2021 - Sep 30, 2021



Jul 1, 2020 - Sep 30, 2020





Audience

