



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, January 16, 2024 at 1:00 p.m.

Remote Meeting via Zoom

Link: <https://zoom.us/j/93153701527?pwd=aEhTR25McGx5S0Q3VWJzdkJNVj10Zz09>

Meeting ID: 931 5370 1527

Passcode: 927596

To join by phone: 253-215-8782 (93153701527#) (*927596#)

In person attendance:

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

1. **CALL TO ORDER** Chair
2. **ROLL CALL AND DETERMINATION OF QUORUM** Chair
3. **PUBLIC COMMENT – *Limit of three (3) minutes per person*** Chair

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

The Chair will ask for public comments from those present in the meeting room first, followed by those attending virtually. When called, please state your name and preferred contact information for the record. Authority Members and Staff will not enter into a dialogue during public comment but may ask clarifying questions. If the Authority feels an issue requires follow up, Staff will be directed to respond at an appropriate time.
4. **APPROVAL OF AGENDA – ACTION** Chair
5. **CONSENT AGENDA – ACTION** Chair
 - A. Pg. 03: December 19, 2023 Regular Board meeting minutes
 - B. Pg. 08: Check Approval: 12/1/2023 – 12/31/2023
6. **ACTION ITEMS:**

Unfinished Business: [None]

New Business:

 - A. Pg. 15: Actionable: Proposed 2024 MTA Board Committees Amy
 - B. Pg. 16: Actionable: Right! Systems Inc. Contract (Resolution No. 2024-01) Amy

7. **STAFF AND INFORMATIONAL REPORTS**
 - A. **Pg. 38: Financial Reports – December, 2023**
 - B. **Pg. 44: Management Reports**
 - C. **Pg. 48: Operational Statistics**

8. **COMMENTS BY BOARD**

9. **UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority
Regular Meeting
February 20, 2023 at 1:00 PM**
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton

10. **ADJOURNMENT**

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

**Mason Transit Authority
Minutes of the Regular Board Meeting
December 19, 2023**

Virtually and at

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



OPENING PROTOCOL

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

2. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at T-CC: John Campbell, Chair; Eric Onisko, Vice Chair; Cyndy Brehmeyer, Randy Neatherlin, John Sheridan, Kevin Shutty and Sharon Trask. **Quorum met.**

Authority Voting Board Members Present via WebEx: Wes Martin.

Authority Voting Board Members Not Present: Sharon Trask arrived at 4:40 PM (*see notation in minutes*).

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

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

MTA Staff present at T-CC: Amy Asher, General Manager; Paul Bolte, Facilities and Fleet Maintenance Manager; Jason Rowe, Operations Manager; Haley Dorian, Human Resources Generalist, Tyler Hildebrandt, Technical Support Analyst; and Tracy Becht, Clerk of the Authority Board.

Others Present at T-CC: Rob Johnson, Legal Counsel.

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

4. APPROVAL OF AGENDA

Moved that the agenda for the December 19, 2023 Mason Transit Authority (MTA) regular board meeting be approved. **Shutty/Onisko. Motion carried.**

5. RECOGNITION OF BOARD CHAIR CAMPBELL

Ms. Asher, MTA General Manager, shared the following in recognition of Mr. Campbell's service on MTA's Board:

"This is a special part of our meeting where we get to personally celebrate and thank our Board Chair, Mr. John Campbell. His first meeting as an MTA Board

member began on March 11, 2008, serving for 16 years, making him the longest serving Board member in MTA's 30-year history.

- Mr. Campbell has worked with every General Manager of MTA.
- At his first meeting, the first resolution he signed was approving the Interlocal Agreement relating to the Summer Youth Adventure Pass Program.
- Mr. Campbell has served as Board Chair four times (in 2009, 2010, 2011, and 2023) and Vice Chair one time in 2016.
- Mr. Campbell was featured in and narrator of the video, "Mason Transit Authority: Making History in Motion" which was created during MTA's 20-year anniversary. It is posted for all time on You Tube if you are interested.
- Some of the ways that MTA has changed while Mr. Campbell has served on the Board:
 - Routing changes.
 - Building Partnerships with local agencies.
 - Building of T-CC and of Belfair P&R where he provided the Ribbon Cutting Address and cut the ribbon during the grand opening.
 - Also during his time on the Board, MTA was recognized as the 2015 Rural Community Transportation System of the year.

'The road may not always be straight, but the ride will always be safe, efficient and enjoyable when one is riding with Mason Transit.' *John Campbell 'Mason Transit Authority: Making History in Motion'*

Thank you, Mr. Campbell, for making history with and being a strong supporter of Mason Transit. We will continue to endeavor to grow Mason Transit Authority with pride and serve the citizens and wider communities served by MTA as you have for the previous 16 years. Thank you for your service!"

Mr. Campbell expressed his thanks to MTA. In the first few months of serving on the MTA Authority Board he was sent to a conference in Rhode Island heard many stories of needs for transit. He also shared that the MTA Board has fun while doing serious work and also keeps the pulse of the community.

6. ELECTION OF OFFICERS

A. Board Chair Campbell called for nominations for the position of **Board Chair** for 2024:

- Mayor Onisko was nominated by Board member Neatherlin to serve as Chair for 2024.
- Mayor Onisko accepted the nomination to serve as Board Chair.
- **Motion:** Mayor Onisko was nominated by Board member Neatherlin to serve as Chair for 2024, Mayor Onisko accepted the nomination. **Sheridan/Neatherlin. Motion carried.**

B. Board Chair Campbell called for nominations for the position of **Board Vice Chair** for 2024:

- John Sheridan nominated himself to serve as Vice Chair for 2024.
- John Sheridan accepted the nomination to serve as Vice Chair.
- **Motion:** John Sheridan nominated himself to serve as Vice Chair for 2024 and he accepted the nomination.
- **Shutty/Onisko. Motion carried.**

7. CONSENT AGENDA

Moved to approve Consent Agenda items A through B as follows:

- A. November 21, 2023 MTA regular Board meeting minutes.
- B. Payments of November 1 through November 30, 2023 financial obligations on checks #38058 through #38136, as presented for a total of \$639,059.29.
- C. Move that the Board extend the term of current Citizen Advisor John Piety through 2024.

Sheridan/Shutty. Motion carried.

8. ACTION ITEMS – UNFINISHED BUSINESS

A. Approval of 2024 Budget. Ms. Asher, General Manager, shared with the Board the updates to the proposed Budget since presented at the November 21 Board meeting. She shared that she had met with the HR and Finance Committees the previous week to receive feedback prior to finalizing the budget. She recited the goals contained within the proposed budget and provided notable items as follows:

- She indicated that while the only fares collected are from the Worker Driver program, MTA is receiving transit support grants that more than makes up the fare revenue received in previous years.
- Ridership in the Worker Driver program has reduced due to the shipyard reconfiguring its workforce shifts/hours, which reduces estimated fares from the program.
- Ms. Asher discussed many of the Budget Notes.
- No labor agreement negotiations will be negotiated in 2024.
- Due to the changes in scope of the work of the Technical Support Analyst, the position will be changed to Systems Administrator.

There were additional discussions regarding salary increases for the General Manager and the process of carrying that out since her review is coming up in April, 2024.

Board member Sheridan questioned whether or not a survey of employee satisfaction relating to employees' salary could be done and if so, anonymously.

Mr. Campbell asked Ms. Asher with the reduction in fare revenue, how is MTA doing for the long haul? Ms. Asher indicated that MTA receives money from several grant fundings that more than make up for the lost fare revenue.

Moved that the Mason Transit Authority Board approve Resolution No. 2023-15 adopting the 2024 Budget, Compensation Plan, and Capital Budget with project operating revenues of \$13,641,397 and projected operating expenses of \$10,890,347. **Onisko/Neatherlin. Motion carried. One nay.**

B. Approval of 2024 MTA Regular Board Meeting Calendar. This matter was previously brought to the Board at its November 21 Board meeting. The Board had requested staff research locations that the April Board meeting could be held in Hoodspout. Ms. Asher described the information received relating to each of the locations. The Board selected

having the April meeting at the Fire Hall as Board member Shetty thought it would be a good location for the Board to meet. Mayor Onisko asked the Board if it would be possible to either move the meeting date or time as there is not much time between MTA Board meetings and City Council meetings.

After some discussion, it was **moved** that the meeting times in 2024 be changed from commencing at 4:00 PM to 1:00 PM. **Neatherlin/Onisko. Motion carried.**

It was further **moved** that the Mason Transit Authority Board 2024 Regular Meeting Schedule be changed to reflect that the location of the April 16 Board Meeting shall be held at the Fire Hall Meeting Room, 331 North Finch Creek Road in Hoodspport. **Neatherlin/Shetty. Motion carried.**

It was further **moved** that the Mason Transit Authority Board approve Resolution No. 2023-16 establishing the 2024 schedule of regular meetings with the changes as set forth in the previous two motions. **Neatherlin/Onisko. Motion carried.**

(Board member Trask arrived at 4:40 PM)

- C. Surplus Vehicles – Van Grant Program Recipients.** Jason Rowe, Operations Manager, shared that Mason Transit Authority received 14 applications from local non-profit organizations relating to the three vehicles relating to the Surplus Vehicle Grant program. He further described the application, interview and scoring process based upon the criteria defined in the Surplus Vehicle Grant Program, as well as how each of the winning applicants shall use its van to fulfill transportation needs. Two Board members indicated they felt that members of the Board should have input on the applications. Board Chair Campbell recused himself from the vote since North Mason School District was selected to receive one of the vans. **Moved** that the Mason Transit Authority Board adopt Resolution 2023-17 authorizing the General Manager to execute the individual agreements between MTA and the non-profit organizations identified therein. **Onisko/Sheridan. Motion carried.**

Board member Neatherlin shared that in the beginning he was against the van grant program but once he saw how one of the van grant recipients used the vehicle and the benefit to members of the community, it changed his mind and he sees the value the program provides to the community.

9. DISCUSSION ITEMS –NEW BUSINESS

- A. Remote Meeting Platforms.** Ms. Asher indicated that the WebEx contract would be expiring in mid-March, 2024 and she was seeking guidance/feedback from the Board as to whether or not they wish to continue to use WebEx or was there another platform that they preferred. The consensus was that more people are used to using Zoom.

(Board member Martin left meeting at 4:45 PM)

10. STAFF AND INFORMATION REPORTS:

- A. Financial Reports.** Ms. Asher shared that staff continues to monitor sales tax revenues. She also requested that the Board consider committee assignments for 2024. The customary sheet will follow in early January.

B. Management Reports.

- Ms. Asher shared that MTA had hired Prothman to assist in recruiting the Finance Manager position.
- Mr. Rowe shared that ridership continues to trend up. One drivers class will be wrapping up soon and another will begin in February 2024. He was pleased to be able to present to MTA's drivers with safe driving award pins, with one of those drivers having completed 29 consecutive years without a preventable accident.
- Paul Bolte, Facilities and Fleet Maintenance Manager, stated that things are going well and that in 2024 MTA will have 18 new vehicles in its fleet, some of which are replacement vehicles. He also discussed that the r99 and propane fuels are getting closer to the price of diesel. He shared that the clean fuel options reduce the air pollution. He also shared that the Washington State Patrol used Building 3 of MTA as a location for the K9 graduation exercises. There were nine new officers and K9 dogs.

11. COMMENTS BY BOARD:

Board member Neatherlin thanked Board Chair Campbell for his service to MTA over the many years.

12. UPCOMING MEETING

**Mason Transit Authority
Regular Meeting**

January 16, 2023 at 1:00 PM *[Please note newly approved time.]*

Transit-Community Center Conference Room
601 West Franklin Street
Shelton

Moved that the meeting be adjourned.

9. ADJOURNED: 5:01PM

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 5B – *Actionable*
Subject: Check Approval
Prepared by: Haddon Wulf, Administrative Assistant
Approved by: Amy Asher, General Manager
Date: January 16, 2024

Summary for Discussion Purposes:

Disbursements:

- Prothman
 - Check #38148 - \$8,501.67 – Job Listing for Finance Manager Search.
- Northwest Coach Truck Trailer & Marine, LLC
 - Check #38209 - \$12,704.71 – Gillig Transit Bus Repair.

December Fuel Prices: Diesel \$3.75, Unleaded \$3.22

General Manager Travel Expenditures:

N/A

Check Disbursement Fiscal Impact:

\$639,059.29

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of December 1, 2023, through December 31, 2023, financial obligations on checks #38148 through #38209 as presented for a total of \$683,250.78.



Mason Transit Authority
 January 16, 2024, Disbursement Approval

The following checks for the period of December 1, 2023, through December 31, 2023, have been audited and processed for payment by the Finance Administrator in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

Description	Check Numbers	Total Amount
Accounts Payable Checks	38137-38250	683,250.78

Included within the checks were:		
	Check #	Amount
Payroll & DRS – 12/5/2023	38157	215,736.03
Payroll & DRS – 12/20/2023	38221	196,684.43
Employee Benefit Trust – 12/27/2023	38246	105,069.01
Prothman	38148	8,501.67
Northwest Coach Truck Trailer & Marine	38209	12,704.71

Submitted by: *Haddon Wulf*
 Haddon Wulf, Administrative Assistant

Date: 1/11/2024

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

Date: 1/11/2024

Mason Transit Authority Check Register
December 2023 Board Report

Activity From 12/1/2023 Through 12/31/2023

Document Date	Check #	Vendor Name	Transaction Amount
12/1/2023	38137	AIG Retirement	2,048.12
12/1/2023	38138	World Kinect Energy Services	462.73
12/1/2023	38139	American Tire Distributors	2,456.43
12/1/2023	38140	Commercial Brake & Clutch, Inc.	331.14
12/1/2023	38141	Gillig, LLC	41.34
12/1/2023	38142	Health Care Center	200.00
12/1/2023	38143	Hood Canal Communications	2,905.39
12/1/2023	38144	Mason County PUD #3	2,438.31
12/1/2023	38145	Purcor	283.31
12/1/2023	38146	MTN2COAST, LLC.	900.00
12/1/2023	38147	Builders FirstSource	48.90
12/1/2023	38148	Prothman	8,501.67
12/1/2023	38149	Shelton Mason County Chamber of Commerce	1,150.00
12/1/2023	38150	The Shoppers Weekly	131.62
12/1/2023	38151	Staples Business Advantage	172.94
12/1/2023	38152	UniFirst	360.06
12/1/2023	38153	United Way of Mason County	50.00
12/1/2023	38154	Westbay Auto Parts	603.34
12/1/2023	38155	AWorkSAFE Service, Inc.	1,245.00
12/1/2023	38156	Washington State Transit Association	150.00
12/5/2023	38157	Mason Transit Authority - ACH Account	215,736.03
12/8/2023	38158	Abila	833.28
12/8/2023	38159	AIG Retirement	2,053.07
12/8/2023	38160	Allstream	180.19
12/8/2023	38161	World Kinect Energy Services	9,795.36
12/8/2023	38162	Bradley Air Company	623.26
12/8/2023	38163	Berg Marketing Group	3,500.00
12/8/2023	38164	City of Shelton	1,455.93
12/8/2023	38165	Comcast	254.80
12/8/2023	38166	Northwest Cascade Inc. DBA FloHawks	613.12
12/8/2023	38167	GORDON TRUCK CENTERS, INC.	228.39
12/8/2023	38168	Health Care Center	175.00
12/8/2023	38169	LMR Bookkeeping, LLC	6,997.50
12/8/2023	38170	Mason County Garbage, Inc.	256.35
12/8/2023	38171	Mason County PUD #3	120.21
12/8/2023	38172	Purcor	158.19
12/8/2023	38173	Mountain Mist Water	98.09
12/8/2023	38174	ODP Business Solutions, LLC	110.63
12/8/2023	38175	O'Reilly Auto Parts	95.56
12/8/2023	38176	Pitney Bowes	188.95
12/8/2023	38177	Pitney Bowes Purchase Power	15.33
12/8/2023	38178	Builders FirstSource	50.00
12/8/2023	38179	Ricoh USA, Inc	61.32
12/8/2023	38180	Right! Systems, Inc.	4,318.30
12/8/2023	38181	Smarsh	4.67
12/8/2023	38182	Staples Business Advantage	83.21
12/8/2023	38183	Tennant Sales and Service Company	1,192.30

12/8/2023	38184	Titus-Will	6,207.56
12/8/2023	38185	UniFirst	350.73
12/8/2023	38186	United Way of Mason County	50.00
12/8/2023	38187	Verizon Wireless	948.92
12/8/2023	38188	Westbay Auto Parts	621.16
12/8/2023	38189	Whisler Communications	1,896.85
12/8/2023	38190	Washington State Transit Association	475.00
12/11/2023	38192	U.S. Bank	7,529.33
12/19/2023	38193	Advance Glass	244.13
12/19/2023	38194	Bradley Air Company	375.73
12/19/2023	38195	Belfair Water District #1	202.82
12/19/2023	38196	Cascade Natural Gas	3,407.85
12/19/2023	38197	Gillig, LLC	1,750.11
12/19/2023	38198	Bruce Titus Ford	190.96
12/19/2023	38199	GORDON TRUCK CENTERS, INC.	123.25
12/19/2023	38200	Hung Right Doors LLC	768.18
12/19/2023	38201	District 160	1,743.84
12/19/2023	38202	Robert W. Johnson, PLLC	1,600.00
12/19/2023	38203	Kitsap Transit	1,832.60
12/19/2023	38204	LegalShield	126.50
12/19/2023	38205	Mason County Garbage, Inc.	652.07
12/19/2023	38206	Mason County PUD #3	4,283.45
12/19/2023	38207	Purcor	158.19
12/19/2023	38208	Mountain Mist Water	238.98
12/19/2023	38209	Northwest Coach Truck Trailer & Marine LLC	12,704.71
12/19/2023	38210	O'Reilly Auto Parts	17.90
12/19/2023	38211	Builders FirstSource	75.55
12/19/2023	38212	State Auditor's Office - WA	128.10
12/19/2023	38213	Seattle Automotive Distributing	41.03
12/19/2023	38214	Total Battery & Automotive Supply	41.12
12/19/2023	38215	Tozier Brothers, Inc.	105.59
12/19/2023	38216	UniFirst	169.64
12/19/2023	38217	UniteGPS, LLC	1,421.00
12/19/2023	38218	Voyager Fleet Systems, Inc.	4.00
12/19/2023	38219	Westbay Auto Parts	877.83
12/19/2023	38220	Washington State Transit Association	150.00
12/20/2023	38221	Mason Transit Authority - ACH Account	196,684.43
12/27/2023	38222	Advance Glass	448.71
12/27/2023	38223	Aflac	546.28
12/27/2023	38224	AIG Retirement	2,079.07
12/27/2023	38225	Securitas Technology Corporation	1,955.30
12/27/2023	38226	Ecolube Recovery, LLC dba American Petroleum Environmental	191.45
12/27/2023	38227	World Kinect Energy Services	441.40
12/27/2023	38228	Brady Trucking Co., Inc.	371.61
12/27/2023	38229	The Bus Coalition	750.00
12/27/2023	38230	Commercial Brake & Clutch, Inc.	917.23
12/27/2023	38231	Cummins Northwest, LLC	225.96
12/27/2023	38232	Gillig, LLC	221.27
12/27/2023	38233	GORDON TRUCK CENTERS, INC.	2,655.86
12/27/2023	38234	Industrial Tire Service of Washington Inc.	2,786.96
12/27/2023	38235	Mason County PUD #3	2,347.52

12/27/2023 38236	Purcor	125.12
12/27/2023 38237	ODP Business Solutions, LLC	237.63
12/27/2023 38238	O'Reilly Auto Parts	117.60
12/27/2023 38239	PetroCard, Inc.	30,230.91
12/27/2023 38240	Ricoh USA, Inc	85.29
12/27/2023 38241	Seattle Automotive Distributing	95.04
12/27/2023 38242	Summit Law Group	474.50
12/27/2023 38243	UniFirst	410.11
12/27/2023 38244	United Way of Mason County	50.00
12/27/2023 38245	US Transmissions, Inc.	7,226.16
12/27/2023 38246	AWC Employee Benefit Trust	105,069.01
12/27/2023 38247	Westbay Auto Parts	585.26
12/27/2023 38248	Haley Dorian	406.08
12/27/2023 38249	AWorkSAFE Service, Inc.	0.00
12/29/2023 38250	AWorkSAFE Service, Inc.	<u>321.00</u>
Report Total		<u>683,250.78</u>

Mason Transit Authority Credit Card Activity
January 2023 Board Report

		December 2023 Activity	
GL Title	Transaction Description		Expenses
Employee Recognition	Cake for Board Meeting - Fred Meyer		19.99
Employee Recognition	Sweater Contest Gift Cards - Fred Meyer		80.00
Professional and Technical Services	Small Public Works Roster - MRSC		135.00
Background Chk	Background Checks (Drivers) - Checkr		274.51
Facility Repair/Maintenance	Air Compressor Filter - Zoro		128.22
Facility Repair/Maintenance	Belfair Keys - Washington Architectural Hardware		93.76
Facility Repair/Maintenance	Bus Cleaning Supplies - Amazon		97.28
Facility Repair/Maintenance	Flooring - Home Depot		174.74
Facility Repair/Maintenance	Flooring Trim - Home Depot		43.52
Facility Repair/Maintenance	Hose for TCC Hose Cart - Amazon		20.24
Office Supplies	Space Heater for Lisa - Walmart		53.25
Shop Supplies	Bolts - Tractor Supply Inc.		6.52
Shop Supplies	Electrical Collectors - Amazon		34.94
Cleaning/Sanitation Supplies	Cleaning Supplies - Walmart		131.54
Cleaning/Sanitation Supplies	Disinfectant Spray - Amazon		70.63
Cleaning/Sanitation Supplies	Tissues for Drivers - Amazon		60.93
Safety Training Material & Supply	PASS Training Materials - CTA PASS		90.00
IT Equipment	Printer Cord - Amazon		6.68
Small Tools & Equipment	Fuel Pressure Tester - Harbor Freight Tools		104.01
Safety Supplies	First Aid Supplies - Amazon		19.87
Veh License/Registration Fee	Title Transfer for 464 - WA DOL Shelton Tabs and Titles		37.75
Dues, Memberships, Subscriptions	DocuSign Annual Subscription		326.40
Dues, Memberships, Subscriptions	Monthly eFax Bill		110.13
Travel & Meeting Expense MTA	Airfare to Gillig - Alaska Airlines		327.80
Travel & Meeting Expense MTA	Bremerton Parking - IMPARK		12.00
Travel & Meeting Expense MTA	Car Rental (California) - Expedia		230.71
Travel & Meeting Expense MTA	Flight to Indiana to Inspect New Cutaways - Delta Airlines		466.40
Travel & Meeting Expense MTA	Hotel for Gillig Travel - Hilton		898.33
Travel & Meeting Expense MTA	Insurance on Ticket - Allianz Travel Insurance		31.48
Travel & Meeting Expense MTA	Insurance on Ticket - Expedia		36.00
Travel & Meeting Expense MTA	Seattle to Bremerton Ferry - Washington State Ferries		9.85
Travel & Meeting Expense MTA	Ticket to California for Inspection - Alaska Airlines		<u>327.80</u>
Total Credit Card Charges - December			<u>\$ 4,460.28</u>

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6A – *Actionable*
Subject: Proposed 2024 MTA Board Committee Members
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: January 16, 2024

Background:

On January 8, 2024, we emailed a description of each of the Committees and respective time commitments to all of the Board members requesting that they rank their preferences for serving on the four committees. Below are our proposed committees based on responses received and that align with either their first or second preferences. Those that did not respond with a preference were assigned to a committee where needed.

Finance: Sharon Trask, Wes Martin, Eric Onisko, John Piety
Human Resources: Kevin Shetty, Wes Martin
Policy: Randy Neatherlin, John Sheridan
Operations and Maintenance: Randy Neatherlin, Cyndy Brehmeyer

Board members were also placed in committees as provided in the MTA bylaws. Section 8.1 of the bylaws provides that each committee shall be composed of not more than three Authority Board members; one member representing the City of Shelton, one member representing Mason County and one member representing a district. Committee Chairs and Committee members may be designated by the Authority Chair, subject to confirmation by the Authority Board. The terms of the standing committees will coincide with the terms of the Authority Board officers.

Summary: Establish new Authority Board Committee members.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the Board members to serve on the Authority Board Committees as set forth above.

Mason Transit Authority Regular Board Meeting

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

Subject: Contract for IT Managed Services

Prepared by: Amy Asher, General Manager

Approved by: Amy Asher, General Manager

Date: January 16, 2024

Background:

In 2021, MTA entered into an agreement with Right! Systems Inc. to manage MTA's technology services. Right! Systems Inc. has performed the daily management, monitoring and services of our IT infrastructure and has assisted with technology procurements. Right! Systems was on the state contract and has fit our needs for managed services. Right! Systems also restructured our network.

The three-year contract between Right! Systems and MTA will expire on January 19. In preparation for the 2024 budget, MTA solicited quotes from three potential vendors of which Right! Systems was one. In requesting bids, one vendor was significantly more expensive than Right! Systems and the other vendor would require utilizing software that staff did not feel would work well with our current system.

The monthly cost in the prior contract was \$3,950.00 per month and for this new contract will be \$3,980 per month. The proposal and Terms and Conditions are attached. The cost has been included in the adopted 2024 budget.

Legal Counsel has contract for review.

Summary: Approve the Project Agreement and Terms and Conditions with Right! Systems Inc. and authorize the General Manager to sign.

Fiscal Impact:

\$143,280 Managed Services for 3 years.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2024-01 approving the Project Agreement and Terms and Conditions in the amount of \$143,280 between Right! Systems Inc. and Mason Transit Authority and authorizing the General Manager to sign same.



MANAGED SERVICE AGREEMENT

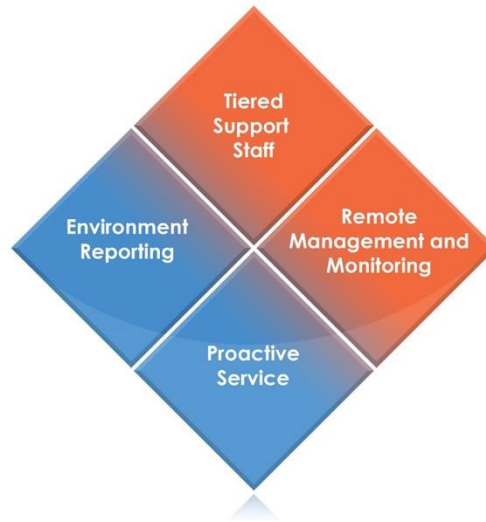
Mason Transit Authority
December 15, 2023

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership. Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.



THE RSI SUPPORT DIAMOND



Tiered Support Staff:

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need- right when they need it.

Remote Management and Monitoring

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer utilizing 3rd party tools. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved as allowed by each tool, allowing us to look at trends, and forecast possible outages in the future.

Environment Reporting

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

Proactive Service

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

SCOPE OF OFFERING

The following section defines the activities, services levels and procedures associated with the Managed Service offering for Mason Transit Authority. For further definition of what is included in coverage, see Appendix A – Coverage and Current Equipment.

Supported Locations and Users	
Site Names Johns Prairie (HQ) Transit Community Center Hood Canal Communications (colo) Belfair	Up to 40 Total users

Supported Devices	
Hosts/Guests Blade Server vHosts (2) and Chassis Video Camera Server Virtual machines (15)	YES
Network Devices: Fortinet Firewalls (3) Switches (6) Access Points (5)	YES
Desktops Dell, Lenovo Windows 10/11	40
Applications (List) Veeam SentinelOne ConnectWise Automate	YES

Services	
Microsoft CSP License Management	NO
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	YES
On Demand Monthly Reporting	YES
Quarterly Business Reviews	YES
Vendor Management Veeam Microsoft SentinelOne Hood Canal	List of vendors managed
Patching Supported Technology	Mutually agreeable schedule
In Place System Upgrades	Mutually agreeable schedule
Managed Backup and Continuity Services (BaaS) Veeam	Mutually agreeable schedule

	Support
Standard Operating Procedure	<ul style="list-style-type: none"> • Tickets are defined as issues and problems that are user-impacting and not administrative in nature. • Tickets can be initiated via email or phone, from technical contacts previously designated by the customer. • Tickets will be addressed by severity. • Tickets may be auto generated from the RSI monitoring and management solution. • Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity. • Tickets determined not to be related to the managed technologies will be sent back to Mason Transit Authority. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement. • Proactive Change Management. As determined by RSI, with schedule and approval coordinated by Mason Transit Authority, RSI may perform changes necessary to maintain the appropriate level of service in the environment. • Backup Checks weekly • Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures. • It is understood that any services requested by Mason Transit Authority that fall outside of the terms of this agreement will be quoted and billed as separate services. Services will be billed at the agreed to rates for hourly work outlined in the pricing section of this document • Mason Transit Authority grants RSI authorization to view any data within the regular routine of the repair and support of the environment. Mason Transit Authority also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.











Proactive Monitoring tasks done monthly include the following for in-scope systems:

- Datacenter/Cloud:
 1. View the Drive Detail Automate report for servers and create tickets for devices needing attention.
 2. View the patch compliance report for servers and create tickets for devices needing Windows updates. If a device is struggling to update, create a ticket and schedule during planned monthly maintenance.
 3. Perform cursory review of server event logs and act where appropriate.
 4. Check all storage devices (Servers, SAN, NAS)
 5. Verify and update hypervisor
 5. Update documentation, create follow-up tickets

- Network:
 1. Check networking device health
 - a) Firewall
 - b) Switches
 - c) APs
 2. Check for firmware updates. Note any changes. Schedule updates if required.

- EUC:
 1. Review and validate Citrix environment. Update if necessary
 2. Review prior month tickets to identify recurring tickets and themes.
 3. Review cloud environment and endpoint management
 4. Update documentation, create follow-up tickets

- Security:
 1. Check AV portal for any threats on network. Create ticket and address immediately if threats are found.
 2. Review servers in AD and make sure AV is installed. If servers do not have the agent installed, schedule time with the customer to install.
 3. Review security products (MFA, S1, etc..)
 4. Update documentation, create follow-up tickets

MANAGED SERVICES SLO'S					RESPONSE TIME	ESCALATION
	8:00 AM - 6:00 PM PST	Service not available (all users affected)	Critical		15 minutes	30 minutes
		Significant degradation of service (large number of users affected)	High		15 minutes	1 hour
		Limited degradation of service	Medium		15 minutes	1 day
		Small service degradation (business process can continue)	Low		15 minutes	2 days
		Reserved for special requests / changes	No SLO		~	~
					RESPONSE TIME	ESCALATION
	After hours, Weekends, Federal Holidays	Service not available (all users affected)	Critical		1 hour	1 hour
		Significant degradation of service (large number of users affected)	High		1 hour	2 hours
		Limited degradation of service	Medium		1 hour	2 days
Small service degradation (business process can continue)		Low		1 hour	3 days	
Reserved for special requests / changes		No SLO		~	~	

Support	
Ticket Priority Levels	<ul style="list-style-type: none"> • Priority level 1 tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable). • Priority level 2 tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected). • Priority level 3 means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue). • Priority level 4 classifies a small service degradation (business process can continue, one user affected). • Priority level 5 is reserved for requests for change to the existing environment. • Hardware failure resolution time will be dependent on vendor hardware warranty status and terms. • Customer-led changes in the environment that lead to service tickets may result in additional charges

Support	
Support Tiers	<p>TIER 0 – Customer Technical Contacts</p> <ul style="list-style-type: none"> All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally. <p>TIER 1 – RSI Support Services</p> <ul style="list-style-type: none"> All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 2 – RSI Support Services</p> <ul style="list-style-type: none"> Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 3 – RSI Project Services / Subject Matter Experts</p> <ul style="list-style-type: none"> Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3rd party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).

	Support
Service Escalation Procedure	<p>Origin of Issue</p> <ol style="list-style-type: none"> 1. Support Request is received 2. Ticket is created 3. Issue is identified 4. Issue is qualified to determine if it can be resolved through TIER 1 support <p>If issue can be resolved through TIER 1</p> <ol style="list-style-type: none"> 5. Issue is worked to successful resolution 6. Issue is verified to be resolved 7. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 1</p> <ol style="list-style-type: none"> 8. Issue is escalated to TIER 2 9. Issue is qualified to determine if it can be resolved through TIER 2 support <p>If issue can be resolved through TIER 2</p> <ol style="list-style-type: none"> 10. Issue is worked to successful resolution 11. Issue is verified to be resolved 12. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 2</p> <ol style="list-style-type: none"> 13. Issue is escalated to TIER 3 <p>If issue can be resolved through TIER 3</p> <ol style="list-style-type: none"> 14. Issue is worked to successful resolution 15. Issue is verified to be resolved 16. Ticket is marked “complete”, and customer notified

	Managed Backups
Backup Management	<ol style="list-style-type: none"> 1. Review Backups weekly 2. Confirm success of backups across environment <ul style="list-style-type: none"> ○ Vendor escalation for errors 3. Backup schedule in accordance with mutually agreeable schedule 4. Monthly reports will be provided on backup success <p>Please Note: Mass restores (entire servers or directories) will incur an egress charge from Azure which will be charged at actual rates to Mason Transit Authority</p>

OUT OF SCOPE TECHNOLOGIES AND SERVICES

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

Providing information for internal audits and reviews required by compliance either internal or third-party requests including but not limited to Cyber Insurance information, Financial audits, CJIS compliance requests, etc.

AGREEMENT PRICING AND CONDITIONS

The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed and shall remain in force for a period of **three (3) years**, to be reviewed at the customer’s request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by Mason Transit Authority and RSI in advance.

RECURRING CHARGES

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	36 Months	\$3,980.00
Subscription licenses included in above Managed Services	LogicMonitor ConnectWise Automate SentinelOne	
Billed in addition annually	Veeam	

***Periodic price changes to subscriptions from OEMs if required based on OEM announced cost increase will be discussed with Mason Transit Authority and an addendum written if required.**

*****Annual Price Adjustments.** Commencing one year after the Effective Date of this Agreement, and at each subsequent anniversary thereof, RSI shall increase the monthly rate by 3% over the previous year’s monthly rate.

This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day’s prior written notice of its intent not to renew.

Cloud Usage Services: Prices billed for a service or item based on Mason Transit Authority consumption or usage, rather than a fixed price for a specified service, item, or period of time. Mason Transit Authority is required to pay for the services or items used in Azure (“usage-based services”). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU’s (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress

Subscription services will be billed one month in arrears for any subscription services and will be based on actual usage.

Hourly Services Rates

If project or support services are performed beyond the scope of the managed services agreement, they will be billed at the following rates. For project work, fixed-fee scopes can also be created.

Role	Hourly Rate	After Hours and Holiday Rates
Service Desk Technician	\$125.00	\$200.00
Service Desk Engineer	\$165.00	\$300.00
Practice Engineer	\$200.00	\$350.00
Senior Practice Engineer	\$250.00	\$350.00
Practice Lead/CISO	\$400.00	\$600.00
Project Coordinator	\$125.00	\$125.00
Project Manager	\$175.00	\$175.00

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

Mason Transit Authority signature on this document indicates that Mason Transit Authority agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by Mason Transit Authority. Mason Transit Authority decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of Mason Transit Authority decision to purchase and providing that Mason Transit Authority provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of Mason Transit Authority against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

Mason Transit Authority Warranties. Mason Transit Authority represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and Mason Transit Authority mutually agree to a progressive invoicing schedule on bi-weekly basis. If Mason Transit Authority requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. Mason Transit Authority shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If Mason Transit Authority fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by Mason Transit Authority to RSI. In addition, failure of Mason Transit Authority to fully pay any undisputed fees within forty-

five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve Mason Transit Authority from paying past undisputed due fees plus interest and in the event of collection enforcement, Mason Transit Authority shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from Mason Transit Authority, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, Mason Transit Authority shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with Mason Transit Authority.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions

of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

VI. **LICENSE AND PROPRIETARY RIGHTS**

Proprietary Rights of Mason Transit Authority. As between Mason Transit Authority and RSI, Mason Transit Authority information shall remain the sole and exclusive property of Mason Transit Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Mason Transit Authority hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Mason Transit Authority information as necessary to render the Services to Mason Transit Authority under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to Mason Transit Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Mason Transit Authority hereby transfers and assigns to RSI all rights, title and interest which Mason Transit Authority may have in and to the RSI Materials. Mason Transit Authority acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

VII. **INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of

privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII. **LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, Mason Transit Authority data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to Mason Transit Authority for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by Mason Transit Authority under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLO for services and fails to remedy the deficiency within 30 days, Mason Transit Authority may terminate the RSI service component of the agreement upon 60 days written notice. Regardless of reason for termination, Mason Transit Authority is obligated to pay all amounts due through termination date.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to Mason Transit Authority.

Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew. Notification of intent not to renew by Mason Transit Authority include timely return of equipment to a location designated by RSI at the conclusion of this Agreement. If equipment is not immediately available for use by another without the need for repair Mason Transit Authority will reimburse RSI for all repair and expense for return.

Upon any termination or expiration of this Agreement, Mason Transit Authority shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X. **MISCELLANEOUS**

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between Mason Transit Authority and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Mason Transit Authority.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify Mason Transit Authority as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by Mason Transit Authority, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes

beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and Mason Transit Authority and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and Mason Transit Authority and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to Mason Transit Authority warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Mason Transit Authority indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

i *The signatures below indicate that Right! Systems, Inc. and Mason Transit Authority agree to all Terms and Conditions detailed in this Proposal; and if a Mason Transit Authority Purchase Order number is required for invoicing by Right! Systems, Inc., Mason Transit Authority agrees to provide a Purchase Order number and/or a copy of a Purchase Order with signed Proposal.*

Customer PO: _____

This Agreement is valid for signature 30 days from December 15, 2023.

Right! Systems Inc.

Mason Transit Authority

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Please sign and email this entire document to managed@rightsys.com

APPENDIX A – COVERAGE AND CURRENT EQUIPMENT

Description – Servers	Frequency	Included
Manage Servers	Ongoing	Yes
Check Print Queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Maintain server patching, hotfixes per company policy	Ongoing	Yes
Check server event logs and identify potential issues	Ongoing	Yes
Anti-Virus management and updates	Ongoing	Yes
Monitor hard drive space on servers	Ongoing	Yes
Exchange-Office 365 user/mailbox management	Ongoing	Yes
Monitor Active Directory Replication	Ongoing	Yes
Monitor DNS&DHCP	Ongoing	Yes
SQL server management, as required	Ongoing	Yes
Reboot servers if needed	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Set up and maintain groups and permissions	As needed	Yes
Check status of backups	Ongoing	Yes
Alert Client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Hardware showing sign of failure	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and maintain directory structure	As needed	Yes
Parts and labor on servers	As needed	No

Description – Workstation and Help Desk Support	Frequency	Included
24x7x365 critical issue support	As Needed	Yes
8x5 Monday-Friday proactive management	As Needed	Yes
Anti-Virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management (Intune)	Ongoing	Yes
Parts and labor on workstations	As Needed	No

Disaster Recovery and Backup As A Service	Frequency	Included
Data recovery	As Needed	Yes
Backups per company retention policy	Ongoing	Yes
Offsite backup per company retention policy	Ongoing	Yes
Backup data validation	As needed	Yes

Devices	Frequency	Included
Manage network printers	As Needed	No
Manage other networked devices	Ongoing	No
Manage smartphones and tablets	As needed	No

Network	Frequency	Included
Check router logs	As Needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Switch management	As Needed	Yes
Wireless management	As Needed	Yes
Firewall management	As Needed	Yes

Security	Frequency	Included
Check firewall logs	As Needed	Yes
Manage directories, shares, security groups, user accounts and policies	As Needed	Yes
Permissions and file system management	Ongoing	Yes
Email SPAM protection	Ongoing	No
Monitor for unusual activity among users	Ongoing	No

Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	No

Vendor Management	Frequency	Included
Manage the following vendor relationships	As Needed	
- Phone, Telco, and Internet	As Needed	Yes
- Copiers, faxes, scanners	As Needed	No
- Website designer and hosting company	As Needed	No
- Proprietary software applications	As Needed	No

Professional Services	Frequency	Included
Technology solution design and development	As Needed	No
Proof of concept lab testing	As Needed	No
Onsite implementation and project management	As Needed	No
Technology meetings with trusted advisor	Quarterly	Yes

Service Expectations	Time of Day/Week	Rate
Remote PC management/Help Desk	Ongoing	Yes
Remote printer management	Ongoing	Yes
Remote network management	Ongoing	Yes
Remote server management	Ongoing	Yes
PC/Laptop/Printer addition or replacement	As Needed	N/A
Major Software Upgrades: Operating system upgrades, new management systems, database implementations, etc.	As Needed	See Hourly Service Rates
Installation and configuration of new equipment, major systems/hardware upgrades, virtualization, major network reconfiguration, etc.	As Needed	See Hourly Service Rates

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE MANAGED SERVICE AGREEMENT OF
RIGHT! SYSTEMS INC. DATED DECEMBER 15, 2023 AND
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

WHEREAS, under the current agreement between Right! Systems Inc. and Mason Transit Authority ("MTA"), Right! Systems Inc. has managed MTA's technology services, performed daily management, monitoring and services of our IT infrastructure and assessed with technology procurements; and

WHEREAS, in preparation for the MTA 2024 Budget, staff requested bids from three potential vendors, of which Right! Systems submitted one of the bids;

WHEREAS, after reviewing the bids, MTA staff felt Right! Systems Inc. would be best for MTA's needs and the increase would only be \$30 more each month;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Managed Service Agreement dated December 15, 2023 between Right! Systems Inc. and Mason Transit Authority (the "Agreement"); and

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

Adopted this 16th day of January, 2024.

Eric Onisko, Chair

John Sheridan, Vice Chair

Cyndy Brehmeyer, Authority Member

Wes Martin, Authority Member

Randy Neatherlin, Authority Member

Kevin Shutt, Authority Member

Sharon Trask, Authority Member

[Vacant], Authority Member

[Vacant], 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: Staff Report – Item 7A – *Informational*
Subject: Financial Reports – December 2023
Prepared by: Haddon Wulf, Administrative Assistant
Approved by: Amy Asher, General Manager
Date: January 16, 2023

Summary for Informational Purposes:

Included are the updated December 2023 Financial Reports.

Highlights:

Sales Tax Revenue

Sales tax revenue for October 2023 (received December 31, 2023) was \$613,829 2% above the 2023 budgeted amount, and 6% less than October 2022.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses will be 100% (12/12) of the budget through the end of the year. Total YTD Revenue is slightly over budget at 127.4%. Total YTD Operating Expenses are under budget at 80.4%.

- Rental Income is on par with the projections for the month at 102.7%
- Wages and Benefits under budget at 82.0%.
- Other Operating Expenses are down slightly at 68.9%. Many of these expenditures are dues & subscriptions that are typically paid for at the beginning of the year, and conference registrations. With several staff out on leave, we didn't travel as much this year.
- Fuel is slightly under budget at 95.5%.
- Utilities is slightly under the current budget at 90.4%

Fiscal Impact:

December fiscal impact reflects total revenues of \$769,508 and operating expenses of \$684,776 for a net gain of \$84,731.

Mason Transit Authority Statement of Financial Activities

% through the year: 100.0%

January 2024 Board Report

December Statement of Financial Activities	December	2023 YTD Actual	2023 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares- Community Van	\$ -	\$ 334	\$ -		0.0%
PSNS WorkerDriver	6,930	75,089	112,000		67.0%
Total Operating Revenue (Fares)	6,930	75,423	112,000		67.3%
Sales Tax	669,823	7,509,489	7,422,932	(1)	101.2%
Operating Grants	-	5,343,286	3,210,488	(2)	166.4%
Rental Income	12,781	156,145	152,000		102.7%
Investment Income	79,286	879,462	80,000		1099.3%
Other Non-operating Revenue	688	41,876	20,070	(3)	208.6%
Total Revenue	769,508	14,005,680	10,997,490		127.4%
Expenses					
Wages and Benefits	518,419	6,118,771	7,463,525		82.0%
Contracted Services	23,183	265,152	515,703		51.4%
Fuel	45,070	526,257	550,800	(4)	95.5%
Vehicle/Facility Repair & Maintenance	37,565	341,574	399,450		85.5%
Insurance	20,938	251,255	251,812		99.8%
Intergovernmental - Audit Fees	128	961	38,000		2.5%
Utilities	14,585	169,822	187,900		90.4%
Supplies & Small Equipment	16,837	224,629	363,886	(5)	61.7%
Training & Meetings	3,131	23,229	61,540		37.7%
Other Operating Expenses	4,920	119,118	172,786	(6)	68.9%
Pooled Reserves	-	-	-		0.0%
Total Operating Expenses	684,776	8,040,767	10,005,402		80.4%
Net Income (Deficit) from Operations	\$ 84,731	\$ 5,964,913	\$ 992,088		

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, Q2, Q3, and October 2023.
(3)	Includes: Sale of Maintenance Services - \$10,894; Gain/Loss on Disp. of Asset - \$0; Sales Tax Interest Income - \$17,786; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$2,500; WSTIP Risk Management Grant - \$0; Other Non Transportation Revenue - \$3,536; plus other misc. non-operating revenue.
(4)	Average diesel price per gallon year to date is \$3.72. Average gasoline price per gallon year to date is \$3.51.
(5)	Printing- \$3,358; Cleaning/Sanitation/Safety supplies - \$12,573; Office Supplies - \$9,586; Shop Supplies - \$8,916; Small Tools & Equipment - \$3,290; IT Equipment - \$7,919; Communications Equipment - \$214; Operating Supplies - \$2,144; Small Equipment & Furniture - \$1,015; Software - \$173,429; Postage - \$1,281; Shelter supplies - \$120; Training supplies-\$784; plus other misc supplies and small equipment.
(6)	Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions. Expenses through the year include: Advertising - \$51,983; Merchant/Credit Card fees - \$2,171; Dues, Memberships, Subscriptions - \$38,196; Unemployment Insurance - \$1,756; CDL Exams- \$4,637; Rent-CDL Training- \$8,800; Property tax- \$94; Veh. Registration fee- \$497; Office Equip Lease -\$756; Small tools repair- \$237; plus Other misc. operating expenses- \$9,994.

Mason Transit Authority Cash and Investments

January 2024 Board Report

Cash Balances

	11/30/2023	12/31/2023	Change
Cash - MC Treasurer	\$ 7,594,669.17	\$ 7,704,516.81	\$ 109,847.64
Investments - MC Treasurer	17,750,000.00	17,750,000.00	-
Payroll - ACH Columbia Bank	\$ 193,665.02	\$ 191,806.08	(1,858.94)
Petty Cash/Cash Drawers	-	-	-
TOTAL	\$ 25,538,334.19	\$ 25,646,322.89	\$ 107,988.70

Cash Encumbrances

Grant Related:

Purchase 6 cutaways. Fed. 5339 - \$1,039,444, 25% match plus price increase encumbered	474,275.87
Total Grant Match	\$ 474,275.87

Reserves:

Total Grant Match	474,275.87
General Leave Liability (Vacation/Sick)	293,670.00
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves ¹	10,360,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
Total Encumbered	\$ 17,677,945.87

Total of Cash	\$ 25,646,322.89
Less Encumbrances	17,677,945.87
Undesignated Cash Balance Total (Including Reserves)	7,968,377.02
Investments - MC Treasurer (Reserves)	17,750,000.00
Less Encumbrances	17,677,945.87
Undesignated Cash Reserves	\$ 72,054.13

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

Mason Transit Authority Proposed 2023 Capital Budget

January 2023 Board Report
As of December 31, 2023

Capital Projects	Budget	Grants	MTA Funding	Contingent Projects	YTD	Project Cost to Date	Purpose
Park & Ride Development - 2015-2023 RMG Funds	10,522,500	10,027,698	1,327,133		229,857	1,060,566	Finalize construction on 5 park & rides throughout county. Match satisfied in 2021. Utility Connection in 2023.
TCC customer service office remodel	100,000		100,000		-		Carry forward from 2022. Remove ADA ramp from middle of office and re-design space.
Bus washer	45,000		45,000		42,857		Carry forward from 2022. Additional walk behind bus washer. In 2022 budget. Ordered in 2022 and will be paid for in 2023.
Bus stop improvements	30,000		30,000		-		Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Security cameras update	6,000		6,000		3,689	3,689	Continuation of TCC security cameras project from 2022. 7 cameras have been on backorder. Carry forward to 2023.
Capital Facilities Improvements	50,000		50,000		-		Improve Capital Facilities
Johns Prairie Parking lot seal & Repair	80,000		80,000		48,110		Reseal and repair of the Johns Prairie Parking lot and road.
Propane Fuel Pad	10,000		10,000		-		Pouring a Fuel Pad to hold the Propane tank and Bollards.
Oil Drum Tank Storage	10,000		10,000		8,922	8,922	Storage for oil (E.P.A Approved) c
Propane Conversion Kits	50,000		50,000		-		Convert six cutaways to propane.
Bus Column Lift Replacements	65,000		65,000		63,415	63,415	Replace one set of vehicle lifts past useful life. c
Bus Lift for Alignments on Buses	110,000		110,000		118,547	118,547	Install of Bus lift in order to do alignments. c
MTA Johns Prairie Base Facility Updates	800,000		800,000		-		Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.
Total Misc Capital Projects	11,878,500	10,027,698	2,683,133	-	515,397	1,255,139	
10 - Cutaways	1,723,190	1,248,350	474,840	-			Grant PTD0344 Federal 5339 for 1 coach and 6 cutaways. Four additional cutaways supported by 2023 Paratransit Special Needs Grant.
3 - ADA Mini Vans	256,000	256,000			235,116	235,116	Replace 3 retired vanpool vans with ADA minivans. State Transit Support Grant and Sales Tax Equalization funds to be used by June 2023. Zero match grant. c
5 - 35' Gilligs	2,573,120	2,058,495	514,625				FY 22 FTA 5339 Grant to replace 5 buses. Delivery Est. updated to January 2024.
Total Vehicle Replacements	\$ 4,552,310	\$ 3,562,845	\$ 989,465	\$ -	\$ 235,116	\$ 235,116	
Proposed 2023 Capital Projects	\$ 16,430,810	\$ 13,590,543	\$ 3,672,598	\$ -	\$ 750,513	\$ 1,490,255	

Capital Project Reserves - \$9,500,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

Mason Transit Authority Sales Tax Receipts

January 2023 Board Report

Sales Tax Collected as of 11/30/2023 for 9/30/2023



	2020	2021	2022	2023 Budget	2023 Actual	2023 Budget Variance	% Change 2022 - 2023 Actual
January	406,391	464,970	492,351	458,661	528,201	15%	7%
February	372,932	456,479	513,550	489,393	539,128	10%	5%
March	408,506	595,307	646,582	611,761	616,540	1%	-5%
April	409,532	585,816	599,278	581,921	599,059	3%	0%
May	531,711	604,875	620,580	652,332	656,593	1%	6%
June	568,045	640,945	677,991	728,689	731,134	0%	8%
July	543,942	606,512	653,259	670,783	679,614	1%	4%
August	525,644	590,886	678,818	724,478	670,272	-7%	-1%
September	574,589	597,424	733,099	733,099	702,464	-4%	-4%
October	536,963	576,267	652,444	599,161	613,829	2%	-6%
November	486,561	546,801	622,319	502,832			
December	586,883	602,943	624,958	669,823			
	5,951,698	6,869,226	7,515,228	7,422,932	6,336,834		

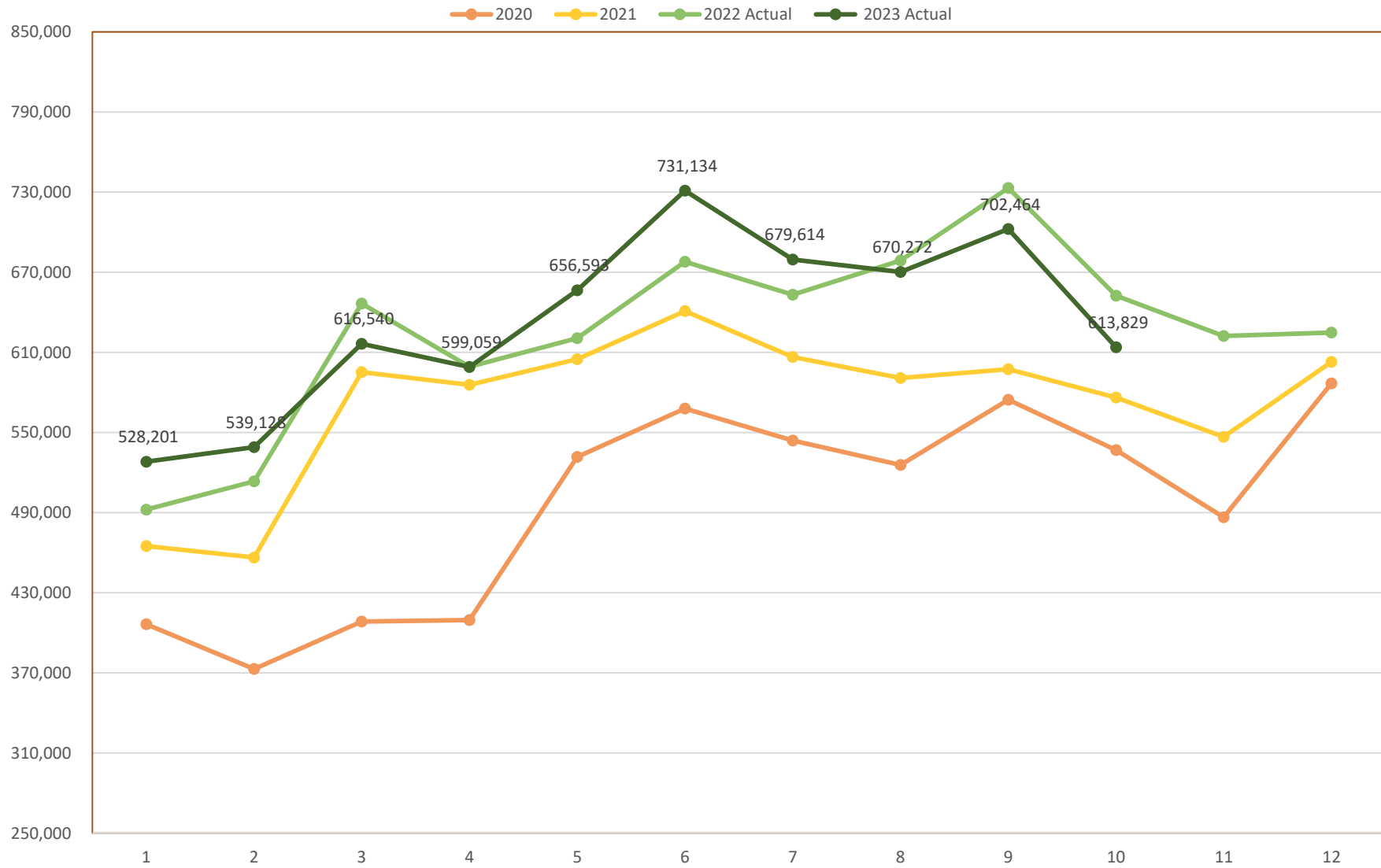
Budget Variance Average - YTD

2%

% Change 2022 vs 2023 Actual Average - YTD

1%

Monthly Sales Tax Trend



Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 7B – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Amy Asher, General Manager

Date: January 16, 2024

Summary for Informational Purposes:

The January monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 16, 2024

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board January 16, 2024

GENERAL MANAGER'S REPORT

External Activities:

- Attended Mason Economic Development Council Board meeting.
- Reviewed EDC Director job posting with committee members.
- Facilitated Washington State Transit Association Board meeting.
- Review of proposed legislation impacting transit agencies – HB 2119 and Initiative 2117

Internal Activities:

- Reviewed and signed agreement with Kaiser for Drug and Alcohol Post Accident testing and CDL Medical Exams.
- Met with Fastest Labs to hear about post-accident testing and random testing availability.
- Conducted Finance Manager Interview.
- Began 2022 Financial Audit. Weekly meetings and on-site visits with SAO begin in January.
- Attended Bader V. Peabody arbitration hearing. Received a defense verdict.

TEAM UPDATES

MAINTENANCE/FACILITIES – Paul Bolte

Outreach and meetings:

- Met with Rob from Northwest Bus regarding our new cutaways.
- Met with WSP regarding using building three for springtime training.
- Met with tow company with regard to towing at the park and rides.

Facilities and Fleet Projects/Purchases/Maintenance

- Work on getting 2024 procurements ordered.
- Getting old buses and cutaways ready to be disposed of.
- Working with facilities team on spring and summer projects.

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 361 participants this December. Special Olympics Basketball welcomed 78 athletes. The Shopping with Santa Christmas Bazaar attracted over 250 holiday shoppers.
- **Kitchen:** The kitchen user total in December was 25 people.
- **Conference Room:** The MTA monthly board meeting had 15 members attend this month. The regular Mason County EDC meeting was conducted at an alternate site this month. The Fantasia Twirlers hosted 50 twirlers and families for the Christmas Parade. The MTA Uniform Committee had three members attend.

OPERATIONS – Jason Rowe

- **Ridership Numbers:** We had a great 2023. We saw a 69.6% increase in total ridership from 2022 to 2023. Very excited to see where 2024 takes us.
- **Van Grant:** Van grants were distributed to the recipients. Congratulations North Mason High School, Panza dba Quixote Communities, and Squaxin Island Tribe.
- **New Driver Class:** We have two new drivers that have completed classroom training and have started Route and Dial-A-Ride training. They should be on their own in the next couple of weeks. We will be preparing to advertise for our next drivers class coming in February.
- **Transportation Partnerships:** We have started working closely with the assisted living facilities in our county to help expand the mobility of their residents.
- **December Outreach Activity Highlights:**
 - Travel Training with a Shipyard worker going to Kitsap County daily who is unable to take the Worker Driver buses.
 - Travel Training with a new employee at Youth Connection as well as specified travel for a new student using Route 1 with a deviation at Krabbenhoft Fire Station.
 - Touch-A-Bus Storytime at Shelton Library. Participated in the library's Storytime and read two books, ("Don't Let the Pigeon Drive the Bus!" by Mo Willems and "Are We There Yeti?" By Ashlyn Anstee.) In addition, we gave kids and guardians a tour of an MTA bus.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 7C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: January 16, 2024

Background:

The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2020.

To be easily identifiable, 2023 passenger trips are labeled with the actual number.

We had a great 2023! Our ridership is clearly impacted by when school is in and out of session, as we can see by the dips in ridership when they are out of session. Overall, 2023 was a huge success, in total we had 411,055 riders. We have not seen over 400,000 riders since pre-covid. In fact, as a comparison our 2022 total ridership was 242,339 so we have made some major increases this year.

Ridership Data

