



## AGENDA

### Mason Transit Authority Board Regular Meeting

Tuesday, May 21, 2024 at 1:00 p.m.

Remote Meeting via Zoom

<https://zoom.us/j/93153701527?pwd=aEtTR25McGx5S0Q3VWJzdkJNVjI0Zz09>

To join by phone: 253-215-8782

Meeting ID 931 5370 1527

(Password) 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:** April 16, 2024 Regular Board meeting minutes
  - B. **Pg. 06:** Check Approval: April 1, 2024 – April 30, 2024
  - C. **Pg. 13:** Certifications & Assurances Chair
6. **ACTION ITEMS:**

**New Business:**

  - A. **Pg. 40:** Actionable: Approve Consolidated Operating Grant Agreement PTD0952 (Resolution No. 2024-05) Amy

7. **DISCUSSION ITEM:**

A. **Belfair Plaque**

Amy

8. **STAFF AND INFORMATIONAL REPORTS**

A. **Pg. 57: Financial Reports – April, 2024**

B. **Pg. 63: Management Reports**

C. **Pg. 67: Operational Statistics**

9. **COMMENTS BY BOARD**

10. **UPCOMING MTA BOARD MEETING:**

**Mason Transit Authority  
Regular Meeting  
June 18, 2024 at 1:00 PM**  
MTA Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton

11. **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**  
**April 16, 2024**  
*Virtually and at*  
**Hoodsport Fire Hall Meeting Room**  
**331 North Finch Creek Road**  
**Hoodsport**



**OPENING PROTOCOL**

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

**2. ROLL CALL AND DETERMINATION OF QUORUM**

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

**Authority Voting Board Members Present via Zoom:** [None]

**Authority Voting Board Members Not Present:** Richard Lee, Ryan Spurling and Kevin Shetty

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

**Citizen Advisor to the Board Not Present at T-CC:** John Piety

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

**Others Present via Zoom:** Rob Johnson, Legal Counsel.

**3. PUBLIC COMMENT** – [No member of the public attended the meeting in person or virtually.]

**4. APPROVAL OF AGENDA**

**Moved** that the agenda for the April 16, 2024 Mason Transit Authority (MTA) regular board meeting be approved. **Sheridan/Trask. Motion carried.**

**5. CONSENT AGENDA**

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

- A. March 19, 2024 MTA regular Board meeting minutes.
- B. Payments of March 1, 2024 through March 31, 2024 financial obligations on checks #38456 through #38560, as presented for a total of \$4,365,771.18.

**Sheridan/Brehmeyer. Motion carried.**

*[Boardmember Neatherlin arrived in person at 1:02 PM]*

*[Legal Counsel, Robert Johnson, arrived virtually at 1:03 PM]*

**6. ACTION ITEMS – NEW BUSINESS**

**A. Surplus Vehicles.** Ms. Asher, General Manager, informed the Board members that MTA has received the delivery of five (5) Gillig buses and ten (10) cutaways with three (3) more Gilligs to come. It is necessary to rotate the vehicle inventory to provide parking for the new vehicles that have arrived. Ms. Asher further indicated that, pursuant to policy, the General Manager shall recommend how the vehicles shall be surplus. Ms. Asher recommended that one Gillig bus and one cutaway be donated to Centralia College for their students to learn how to work on those vehicles. This suggestion was provided by MTA's former Maintenance Manager that is involved in that program. The remaining surplus vehicles shall be purchased by a vendor that will remove the decals on the buses. By selling the vehicles to the vendor that will remove the decals and have their own staff drive the vehicles to their location, it will allow MTA's busy maintenance staff to continue their work of converting cutaways to the use of diesel and propane fuel. Board member Martin expressed his agreement with the donation to Centralia College as it provides the training of future mechanics that will benefit the transit industry. Additionally, Board member Martin questioned the years of 2022 reflected in the schedule of the agenda and resolution. It was realized the wrong years were inserted in the schedule and would be corrected for the agenda and resolution. **Moved** that the Mason Transit Authority Board adopt Resolution No. 2024-04, as amended, declaring and approving the surplus and disposal of vehicles as set forth therein. **Trask/Martin. Motion carried.**

**7. STAFF AND INFORMATION REPORTS:**

**A. Management Reports.**

- **Recruiting.** Ms. Asher shared that the Economic Development Council (EDC) hired Kevin Shuttly as its new Executive Director. Ms. Asher has been serving as the Chair of the hiring committee for the EDC.
- **Maintenance.** Paul Bolte, Facilities and Fleet Maintenance Manager, stated that MTA has received the Gilligs and 10 cutaways and two of the cutaways have been converted to include propane fuel option in addition to diesel. The Maintenance team has also upgraded the software with regard to the vehicles, as well as using a badge for drivers accessing fuel for the vehicles. The Facilities team is mapping out the spring park and ride work.
- **Operations.** Jason Rowe, Operations Manager, updated the Board that the new driver class of 5 new employees and 1 internal. This new class will bring MTA closer to its total number of drivers needed to continue to expand its service. He also indicated that Operations is working with its marketing and anticipating the rolling out the expansion in February 2025. Ridership continues to increase.
- **Audits.**
  - MTA is wrapping up the 2022 audit and meeting with MTA's temporary bookkeeper.

- Will be meeting with WSTIP in June or July regarding accident history. While MTA does not have as many accidents as its peers, the accidents are more costly.
- **Financial Reports.** Ms. Asher shared that the sales tax revenue for January came in below the 2024 budgeted amount and overall revenues are a little under. She also indicated that MTA is waiting for reimbursement from WSDOT relating to vehicle purchases. She stated that from the capital budget the a/c unit was installed in the server room.

**8. COMMENTS BY BOARD:**

At the request of former Board Chair John Campbell, Board member Neatherlin brought forth to the Board the matter of having Board members names on the plaque at the Belfair Park & Ride. Ms. Asher had a copy of the dedication plaque that is currently on the building and also indicated while meeting with Board members individually in preparing for the coming year, the number of Board members that did not want their names on the plaque exceeded those that did. After some preliminary discussions, it was decided to table the matter until the May MTA Board meeting.

**9. UPCOMING MEETING**

**Mason Transit Authority  
Regular Meeting  
May 21, 2024 at 1:00 PM**  
Mason Transit Authority's  
Transit-Community Center  
Conference Room  
601 West Franklin Street  
Shelton

**Moved** that the meeting be adjourned.

**9. ADJOURNED: 1:42 PM**

## **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:** May 21, 2024

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

#### Disbursements:

- State Auditor’s Office - WA
  - Check #38593 - \$11,602.27 – Audit Charges.

#### Northwest Bus Sales

- Check #38619 - \$941,100.00 – 6x Ford Starcraft Minibuses.

April Fuel Prices: Diesel \$3.38, Unleaded \$3.87

#### General Manager Travel Expenditures:

N/A

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

\$1,680,072.29

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve the payment of April 1, 2024, through April 30, 2024, financial obligations on checks #38561 through #38657 as presented for a total of \$1,680,072.29.



Mason Transit Authority  
May 21, 2024, Disbursement Approval

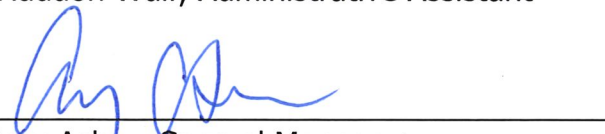
The following checks for the period of April 1, 2024, through April 30, 2024, have been audited and processed for payment by the Finance Administrator in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Accounting Department for review.

| Description             | Check Numbers | Total Amount |
|-------------------------|---------------|--------------|
| Accounts Payable Checks | 38561-38657   | 1,680,072.29 |

| Included within the checks were:   |         |            |
|------------------------------------|---------|------------|
|                                    | Check # | Amount     |
| Payroll & DRS – 4/9/2024           | 38561   | 210,460.99 |
| Payroll & DRS – 4/25/2024          | 38645   | 210,328.16 |
| Employee Benefit Trust – 4/24/2024 | 38642   | 105,051.11 |
|                                    |         |            |
| State Auditor’s Office – WA        | 38593   | 11,602.27  |
| Northwest Bus Sales, Inc.          | 38619   | 941,100.00 |
|                                    |         |            |
|                                    |         |            |

Submitted by:   
Haddon Wulf, Administrative Assistant

Date: 5/15/2024

Approved by:   
Amy Asher, General Manager

Date: 5/15/2024

Mason Transit Authority Check Register  
 May 2024 Board Report

Activity From 4/1/2024 Through 4/30/2024

| <u>Document Date</u> | <u>Check #</u> | <u>Vendor Name</u>                    | <u>Transaction Amount</u> |
|----------------------|----------------|---------------------------------------|---------------------------|
| 4/9/2024             | 38561          | Mason Transit Authority - ACH Account | 210,460.99                |
| 4/12/2024            | 38562          | Abila                                 | 833.28                    |
| 4/12/2024            | 38563          | Advance Glass                         | 497.29                    |
| 4/12/2024            | 38564          | AIG Retirement                        | 2,253.55                  |
| 4/12/2024            | 38565          | Allstream                             | 192.09                    |
| 4/12/2024            | 38566          | Ecolube Recovery, LLC                 | 186.47                    |
| 4/12/2024            | 38567          | Belfair Water District #1             | 289.23                    |
| 4/12/2024            | 38568          | Berg Marketing Group                  | 3,500.00                  |
| 4/12/2024            | 38569          | Blue Star Gas                         | 41,664.00                 |
| 4/12/2024            | 38570          | City of Shelton                       | 1,427.70                  |
| 4/12/2024            | 38571          | Cascade Natural Gas                   | 578.63                    |
| 4/12/2024            | 38572          | Comcast                               | 271.60                    |
| 4/12/2024            | 38573          | Gillig, LLC                           | 3,092.80                  |
| 4/12/2024            | 38574          | GORDON TRUCK CENTERS, INC.            | 716.88                    |
| 4/12/2024            | 38575          | Hood Canal Communications             | 2,496.19                  |
| 4/12/2024            | 38576          | Hung Right Doors LLC                  | 4,715.27                  |
| 4/12/2024            | 38577          | Robert W. Johnson, PLLC               | 1,600.00                  |
| 4/12/2024            | 38578          | Kimball Midwest                       | 341.65                    |
| 4/12/2024            | 38579          | Kitsap Transit                        | 2,184.48                  |
| 4/12/2024            | 38580          | LeMay Mobile Shredding                | 209.96                    |
| 4/12/2024            | 38581          | LMR Bookkeeping, LLC                  | 3,082.50                  |
| 4/12/2024            | 38582          | Mason County Garbage, Inc.            | 976.21                    |
| 4/12/2024            | 38583          | Mason County PUD #3                   | 119.46                    |
| 4/12/2024            | 38584          | MOHAWK MFG. & SUPPLY                  | 1,213.20                  |
| 4/12/2024            | 38585          | Mountain Mist Water                   | 225.36                    |
| 4/12/2024            | 38586          | ODP Business Solutions, LLC           | 186.17                    |
| 4/12/2024            | 38587          | O'Reilly Auto Parts                   | 39.57                     |
| 4/12/2024            | 38588          | PetroCard, Inc.                       | 24,428.26                 |
| 4/12/2024            | 38589          | Port of Shelton                       | 2,400.00                  |
| 4/12/2024            | 38590          | Builders FirstSource                  | 87.95                     |
| 4/12/2024            | 38591          | Romaine Electric                      | 238.59                    |
| 4/12/2024            | 38592          | Right! Systems, Inc.                  | 7,763.39                  |
| 4/12/2024            | 38593          | State Auditor's Office - WA           | 11,602.27                 |
| 4/12/2024            | 38594          | Seattle Automotive Distributing       | 60.22                     |
| 4/12/2024            | 38595          | The Shoppers Weekly                   | 376.04                    |
| 4/12/2024            | 38596          | Staples Business Advantage            | 97.19                     |
| 4/12/2024            | 38597          | TK Elevator Corporation               | 783.43                    |
| 4/12/2024            | 38598          | Tozier Brothers, Inc.                 | 24.59                     |
| 4/12/2024            | 38599          | UniFirst                              | 172.70                    |
| 4/12/2024            | 38600          | United Way of Mason County            | 50.00                     |
| 4/12/2024            | 38601          | UniteGPS, LLC                         | 1,421.00                  |
| 4/12/2024            | 38602          | U.S. Bank                             | 6,662.54                  |
| 4/12/2024            | 38603          | Verizon Wireless                      | 1,293.11                  |

Mason County Public Transportation Benefit Area  
 Check/Voucher Register - Board Check Register  
 From 1/1/2024 Through 1/31/2024

|           |       |   |            |
|-----------|-------|---|------------|
| 4/12/2024 | 38604 | Voyager Fleet Systems, Inc.             | 89.35      |
| 4/12/2024 | 38606 | Westbay Auto Parts                      | 1,138.32   |
| 4/12/2024 | 38607 | Whisler Communications                  | 1,896.85   |
| 4/12/2024 | 38608 | Washington Municipal Clerks Association | 100.00     |
| 4/12/2024 | 38609 | Washington State Transit Association    | 575.00     |
| 4/19/2024 | 38610 | Advance Glass                           | 271.25     |
| 4/19/2024 | 38611 | Berg Marketing Group                    | 900.00     |
| 4/19/2024 | 38612 | Cascade Natural Gas                     | 2,735.00   |
| 4/19/2024 | 38613 | Cummins Northwest, LLC                  | 1,380.59   |
| 4/19/2024 | 38614 | GORDON TRUCK CENTERS, INC.              | 79.06      |
| 4/19/2024 | 38615 | Health Care Center                      | 175.00     |
| 4/19/2024 | 38616 | Kirk's Automotive, Inc.                 | 237.50     |
| 4/19/2024 | 38617 | Mason County PUD #3                     | 4,288.45   |
| 4/19/2024 | 38618 | Purcor                                  | 162.93     |
| 4/19/2024 | 38619 | Northwest Bus Sales, Inc.               | 941,100.00 |
| 4/19/2024 | 38620 | Northwest Event Organizers              | 350.00     |
| 4/19/2024 | 38621 | O'Reilly Auto Parts                     | 130.81     |
| 4/19/2024 | 38622 | PetroCard, Inc.                         | 25,489.42  |
| 4/19/2024 | 38623 | RingCentral, Inc.                       | 3,084.49   |
| 4/19/2024 | 38624 | Seattle Automotive Distributing         | 78.83      |
| 4/19/2024 | 38625 | Total Battery & Automotive Supply       | 14.38      |
| 4/19/2024 | 38626 | Tozier Brothers, Inc.                   | 35.90      |
| 4/19/2024 | 38627 | UniFirst                                | 172.70     |
| 4/19/2024 | 38628 | Westbay Auto Parts                      | 628.19     |
| 4/24/2024 | 38629 | Advance Glass                           | 581.56     |
| 4/24/2024 | 38630 | Aflac                                   | 546.28     |
| 4/24/2024 | 38631 | Ecolube Recovery, LLC                   | 623.00     |
| 4/24/2024 | 38632 | World Kinect Energy Services            | 4,536.50   |
| 4/24/2024 | 38633 | HR Direct                               | 103.06     |
| 4/24/2024 | 38634 | District 160                            | 1,738.75   |
| 4/24/2024 | 38635 | LegalShield                             | 126.50     |
| 4/24/2024 | 38636 | Purcor                                  | 137.63     |
| 4/24/2024 | 38637 | Mountain Mist Water                     | 72.86      |
| 4/24/2024 | 38638 | RingCentral, Inc.                       | 1,080.00   |
| 4/24/2024 | 38639 | Staples Business Advantage              | 19.29      |
| 4/24/2024 | 38640 | Tozier Brothers, Inc.                   | 32.07      |
| 4/24/2024 | 38641 | UniFirst                                | 172.70     |
| 4/24/2024 | 38642 | AWC Employee Benefit Trust              | 105,051.11 |
| 4/24/2024 | 38643 | Westbay Auto Parts                      | 52.42      |
| 4/24/2024 | 38644 | AWorkSAFE Service, Inc.                 | 1,686.00   |

Mason County Public Transportation Benefit Area  
Check/Voucher Register - Board Check Register  
From 1/1/2024 Through 1/31/2024

|                   |       |                                       |                     |
|-------------------|-------|---------------------------------------|---------------------|
| 4/25/2024         | 38645 | Mason Transit Authority - ACH Account | 210,328.86          |
| 4/30/2024         | 38646 | AIG Retirement                        | 2,254.16            |
| 4/30/2024         | 38647 | World Kinect Energy Services          | 716.60              |
| 4/30/2024         | 38648 | Health Care Center                    | 175.00              |
| 4/30/2024         | 38649 | Mason County PUD #3                   | 1,750.40            |
| 4/30/2024         | 38650 | ODP Business Solutions, LLC           | 322.90              |
| 4/30/2024         | 38651 | PetroCard, Inc.                       | 21,085.85           |
| 4/30/2024         | 38652 | Ricoh USA, Inc                        | 65.25               |
| 4/30/2024         | 38653 | Staples Business Advantage            | 501.54              |
| 4/30/2024         | 38654 | Tozier Brothers, Inc.                 | 141.42              |
| 4/30/2024         | 38655 | UniFirst                              | 172.70              |
| 4/30/2024         | 38656 | United Way of Mason County            | 50.00               |
| 4/30/2024         | 38657 | Westbay Auto Parts                    | <u>18.05</u>        |
| Total 101000 - MC |       |                                       |                     |
| Treasurer         |       |                                       |                     |
| Depository        |       |                                       | <u>1,680,072.29</u> |
| Report Total      |       |                                       | <u>1,680,072.29</u> |

Mason Transit Authority Credit Card Activity  
 May 2024 Board Report

April 2024 Activity

| GL Title                          | Transaction Description                                     | Expenses            |
|-----------------------------------|---|---------------------|
| Parts Inventory                   | Parts - Amazon  | 90.70               |
| Parts Inventory                   | A/C Control Switch - Amazon                                 | 90.70               |
| Parts Inventory                   | A/C Panel Switch - Amazon                                   | 88.63               |
| Parts Inventory                   | Connector Adaptor - Amazon                                  | 141.78              |
| Parts Inventory                   | Fuel Filter - Amazon  | 41.22               |
| Parts Inventory                   | Low Profile Fan - Amazon                                    | 96.99               |
| Parts Inventory                   | Parts - Amazon CREDIT                                       | (88.63)             |
| Parts Inventory                   | Parts - Etrailer  | 130.55              |
| Parts Inventory                   | Parts - Filter King   | 307.13              |
| Parts Inventory                   | Steering Linkage Idler Arm - Amazon                         | 68.76               |
| Contract Services                 | Monitoring - SkyBitz  | 202.81              |
| Background Chk                    | Background Checks - Checkr                                  | 91.13               |
| Background Chk                    | Background Checks - Checkr                                  | 544.58              |
| Facility Repair/Maintenance       | Battery Alarm - Battery Hawk                                | 46.31               |
| Facility Repair/Maintenance       | Light - Tractor Supply Co.                                  | 65.09               |
| Facility Repair/Maintenance       | River Rock - Brady Trucking Inc.                            | 316.28              |
| Facility Repair/Maintenance       | Tubing - Ace Hardware                                       | 26.34               |
| Facility Repair/Maintenance       | Weed Barrier for all P&R's - Amazon                         | 520.74              |
| Facility Repair/Maintenance       | Weed Netting - Amazon                                       | 171.41              |
| Operating Supplies                | CAW Car Clamp - Amazon                                      | 24.90               |
| Office Supplies                   | Coffee Maker for Comm. Center - Fred Meyer                  | 38.07               |
| Office Supplies                   | Cordless Fan - Amazon                                       | 108.79              |
| Office Supplies                   | Key Rack - Amazon   | 10.83               |
| Office Supplies                   | Office Supplies - Amazon                                    | 29.71               |
| Shop Supplies                     | Shop Supplies - Amazon                                      | 23.41               |
| Cleaning/Sanitation Supplies      | Cleaning Supplies - Amazon                                  | 111.09              |
| Cleaning/Sanitation Supplies      | Flat Mop - Amazon   | 98.95               |
| Cleaning/Sanitation Supplies      | Toilet Bowl Cleaner - Amazon                                | 36.88               |
| Safety Training Material & Supply | FA/CPR/AED Material - HSI                                   | 1,920.01            |
| IT Equipment                      | Cordless Phone Replacement - Amazon                         | 444.99              |
| Small Tools & Equipment           | Hole Saw - Amazon   | 15.18               |
| Small Tools & Equipment           | Tool Kit - Amazon   | 244.11              |
| Safety Supplies                   | First Aid Bandages - Amazon CREDIT                          | (3.90)              |
| Safety Supplies                   | First Aid Package - Amazon CREDIT                           | (11.40)             |
| Safety Supplies                   | Safety Supplies - Amazon                                    | 15.30               |
| Safety Supplies                   | Safety Vests - Berg Marketing                               | 1,447.39            |
| Water and Sewer                   | TCC Temp Restroom - AAA Septic                              | 235.00              |
| Veh License/Registration Fee      | License #2426 - Shelton Tabs & Titles                       | 64.00               |
| Dues, Memberships, Subscriptions  | Monthly eFax Bill   | 110.13              |
| Dues, Memberships, Subscriptions  | Trina Gwerder Reauthorization - HSI                         | 125.00              |
| Training / Seminars               | Instructor Development Course (B. Pentland) - HSI           | 415.00              |
| Training / Seminars               | Leadership Development Training - Dorian - EventBrite/SPSCC | 35.00               |
| Advertising/Promotion Media       | Outreach Table Runners and Banners - Berg Marketing         | 937.19              |
| Advertising/Promotion Media       | Summer MTA T-Shirts - Berg Marketing                        | <u>3,255.00</u>     |
| Total Credit Card Charges - April |   | <u>\$ 12,683.15</u> |



## PURCHASE LOG

Name: Amy Asher

Date Submitted

Department: Administration

5/2/2024

DocuSigned by:

Manager's Approval: Eric Anisko

1E5D0DF95359413...

Finance Use  
Only

| DATE         | VENDOR | PURPOSE           | AMOUNT   | RECEIPT<br>(Y/N) | DEPARTMENT      | CODING        | FINANCE<br>DEPARTMENT<br>REVIEW |
|--------------|--------|-------------------|----------|------------------|-----------------|---------------|---------------------------------|
| 3/31/24      | Checkr | Background Checks | \$635.71 | y                | <u>50022/40</u> | <u>503040</u> |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
|              |        |                   |          |                  |                 |               |                                 |
| <b>TOTAL</b> |        |                   | \$635.71 |                  |                 |               |                                 |

Don't forget to attach original receipts

Signature

Date 5/2/24

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

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

**Agenda Item:** Consent Agenda– Item 5C – *Actionable*

**Subject:** 2024 Certifications and Assurances

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

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

**Date:** May 21, 2024

### **Background:**

In order to receive Federal grant assistance, it is required by the Federal Transit Administration (FTA) that Mason Transit Authority (MTA) complete the fiscal Certifications and Assurances acknowledging and certifying that MTA will comply with all Federal statutes, regulations, Executive Orders and administrative requirements applicable to applications made to and grants received from the Washington State Department of Transportation (WSDOT).

Attached are the required forms to be signed and submitted to WSDOT.

**Summary:** Approve and authorize the Board Chair to sign the required certifications and assurances.

### **Fiscal Impact:**

None.

### **Staff Recommendation:**

Approve.

### **Motion for Consideration:**

Move that the Mason Transit Authority Board approve and authorize the Board Chair to sign the FTA Fiscal Year 2024 Certifications and Assurances to acknowledge compliance as required.



May 21, 2024

Tami Frazier  
Budgets, Contracts & Federal Programming  
Washington State Department of Transportation  
Public Transportation Office  
P.O. Box 47387  
Olympia, WA 98504-7387

Dear Mrs. Frazier,

Mason Transit Authority (“MTA”) hereby certifies that it will comply with all Federal statutes, regulations, Executive Orders, and administrative requirements applicable to its application made to and grants received from the Washington State Department of Transportation under 49 U.S.C. Sections 5309, 5311 and 5339.

In addition, MTA hereby accepts all the provisions of the Department of Labor’s Special Section 5333(b) Warranty for Applications to the Small Urban and Rural Program. MTA’s transportation employees are represented by IAM and AW District 160, 2121 – 70<sup>th</sup> Avenue West, Suite A, University Place, WA 98466.

The provisions of 49 U.S.C. Section 5333(b), 290 CFR Part 215 and Section 1001 of Title 18, U.S.C., apply to all certifications and submissions in connection with applications made to and grants received from 49 U.S.C. Sections 5309, 5311 and 5339.

MTA certifies or affirms the truthfulness and accuracy of the contents of the statements and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Sincerely,

Eric Onisko  
Board Chair  
Mason Transit Authority

EO/tb

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Mason Transit Authority

The Applicant certifies to the applicable provisions of all categories: *(check here)* **X** .

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>  | <b>Certification</b> |
|--|----------------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____                |
| 02 Public Transportation Agency Safety Plans   | _____                |
| 03 Tax Liability and Felony Convictions  | _____                |
| 04 Lobbying  | _____                |
| 05 Private Sector Protections  | _____                |
| 06 Transit Asset Management Plan   | _____                |
| 07 Rolling Stock Buy America Reviews and Bus Testing   | _____                |
| 08 Urbanized Area Formula Grants Program   | _____                |
| 09 Formula Grants for Rural Areas  | _____                |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____                |

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

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13 State of Good Repair Grants

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14 Infrastructure Finance Programs

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15 Alcohol and Controlled Substances Testing

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16 Rail Safety Training and Oversight

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17 Demand Responsive Service

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18 Interest and Financing Costs

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19 Cybersecurity Certification for Rail Rolling Stock and Operations

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20 Tribal Transit Programs

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21 Emergency Relief Program

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**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: **Mason Transit Authority**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name Eric Onisko, Board Chair Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): Mason Transit Authority

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name Robert W. Johnson, PLLC Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

#### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

## 5.2. School Bus Agreement.

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

## CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

## **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

**CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act’s Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

**CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FTA FUNDING SOURCES - SECTIONS 5309, 5311, and 5339

SUBRECIPIENT SERVICE AREA INFORMATION

| FTA ID<br>(if any) | SUBRECIPIENT INFORMATION   | Labor Organizations representing your employees and/or those of your Contractor | Other Public Transit Provider(s) in your Service Area<br>(commuter rail or bus, paratransit, fixed route, etc) | Labor Organizations of Other Service Area Public Transit Providers       |
|--------------------|--|---|--|--|
|                    | Your Organization's Name   |   |  |  |
|                    | <b>Mason Transit Authority</b>                                       | International Association of Machinists and Aerospace Workers, Lodge 160        | <b>Intercity Transit</b>   | International Association of Machinists and Aerospace Workers, Lodge 160 |
|                    | Contact  |   |  |  |
|                    | Amy Asher, General Manager   | Zac Collins   | Heather Stafford Smith   | Zac Collins  |
|                    | Address:   |   |  |  |
|                    | 790 East Johns Prairie Road  | 9135 - 15th Pl. S., 2nd floor   | P.O. Box 659   | 9135 - 15th Pl. S., 2nd floor  |
|                    | Shelton, WA 98584  | Seattle, WA 98108   | Olympia, WA 98507  | Seattle, WA 98108  |
|                    | Ph:  |   |  |  |
|                    | 360-432-5755   | 206-762-7990  | 360-705-5861   | 206-762-7990   |
|                    | Email  |   |  |  |
|                    | <a href="mailto:aasher@masontransit.org">aasher@masontransit.org</a> | <a href="mailto:zac@iam160.com">zac@iam160.com</a>                              | <a href="mailto:Hsmith@intercitytransit.com">Hsmith@intercitytransit.com</a>                                   | <a href="mailto:zac@iam160.com">zac@iam160.com</a>                       |
|                    |  |   | <b>Intercity Transit (continued)</b>   | Amalgamated Transit Union Local 1765                                     |
|                    |  |   |  | Mark Neuville  |
|                    |  |   |  | 906 Columbia Street SW   |
|                    |  |   |  | Olympia, WA 98501  |
|                    |  |   |  | 360-229-9869   |
|                    |  |   |  | <a href="mailto:president.ba@atu1765.org">president.ba@atu1765.org</a>   |
|                    |  |   |  | MTA Reg. Board Mtg.<br>May 21, 2024<br>Page 37                           |

FTA FUNDING SOURCES - SECTIONS 5309, 5311, and 5339

SUBRECIPIENT SERVICE AREA INFORMATION

| FTA ID<br>(if any) | SUBRECIPIENT INFORMATION | Labor Organizations representing your employees and/or those of your Contractor | Other Public Transit Provider(s) in your Service Area<br>(commuter rail or bus, paratransit, fixed route, etc) | Labor Organizations of Other Service Area Public Transit Providers           |
|--------------------|--------------------------|---|--|--|
|                    |                          |   | <b>Kitsap Transit</b>  | Amalgamated Transit Union Local 587  |
|                    |                          |   | Angela Moreno  | Representing ACCESS and Routed Operators                                     |
|                    |                          |   | 60 Washington Avenue, Suite 200  | 2815 Second Avenue, Suite 230  |
|                    |                          |   | Bremerton, WA 98337  | Seattle, WA 98121  |
|                    |                          |   |  | Ken Price, President   |
|                    |                          |   | (360) 478-5865   | (206) 448-8588   |
|                    |                          |   |  | (206) 448-4482 (fax)   |
|                    |                          |   | <a href="mailto:AngelaM@KitsapTransit.com">AngelaM@KitsapTransit.com</a>                                       | <a href="mailto:kprice.president@atu587.org">kprice.president@atu587.org</a> |
|                    |                          |   | <b>Kitsap Transit (continued)</b>  | Machinists Union District 160  |
|                    |                          |   |  | (representing Maintenance)   |
|                    |                          |   |  | Larry Stenseth   |
|                    |                          |   |  | 922 Park Avenue  |
|                    |                          |   |  | Bremerton, WA 98337  |
|                    |                          |   |  | (206) 762-7990   |
|                    |                          |   |  | (360) 471-7703   |
|                    |                          |   |  | <a href="mailto:larry@iam160.com">larry@iam160.com</a>                       |

| <b>Washington State Department of Transportation</b>       |                          |   |  |   |
|--|--------------------------|---|--|---|
| <b>FTA FUNDING SOURCES - SECTIONS 5309, 5311, and 5339</b> |                          |   |  |   |
| <b>SUBRECIPIENT SERVICE AREA INFORMATION</b>               |                          |   |  |   |
| FTA ID<br>(if any)   | SUBRECIPIENT INFORMATION | Labor Organizations representing your employees and/or those of your Contractor | Other Public Transit Provider(s) in your Service Area<br>(commuter rail or bus, paratransit, fixed route, etc) | Labor Organizations of Other Service Area Public Transit Providers                  |
|  |                          |   |  |   |
|  |                          |   |  |   |
|  |                          |   | <b>Jefferson Transit</b>   | Amalgamated Transit Union, Local 587  |
|  |                          |   | Nicole Gauthier, General Manager   | Representing Dial-A-Ride, Routed Operators, Dispatchers, Maintenance and Facilities |
|  |                          |   | 634 Corners Road   | 2815 Second Avenue  |
|  |                          |   | Port Townsend, WA 98368  | Suite 230   |
|  |                          |   |  | Seattle, WA 98121   |
|  |                          |   |  | Ken Price, President  |
|  |                          |   |  |   |
|  |                          |   | (360) 385-3020, Ext. 107   | (206) 448-8588  |
|  |                          |   |  | (206) 448-4482 (fax)  |
|  |                          |   |  |   |
|  |                          |   | <a href="mailto:ngauthier@jeffersontransit.com">ngauthier@jeffersontransit.com</a>                             | <a href="mailto:kprice.president@atu587.org">kprice.president@atu587.org</a>        |
|  |                          |   |  |   |
|  |                          |   |  |   |

## Mason Transit Authority Regular Board Meeting

**Agenda Item:** New Business – Item 6A – *Actionable*  
**Subject:** Approve Consolidated Operating Grant Agreement PTD0952  
**Prepared by:** Amy Asher, General Manager  
**Approved by:** Amy Asher, General Manager  
**Date:** May 21, 2024

### Background:

MTA was awarded funding on its application relating to sustaining its fixed route operating services for the general public in Mason County with connections to Kitsap, Thurston and Jefferson counties.

This funding is the result of State Rural Mobility – Transit Formula Funds which was authorized by the Washington State Legislature in the 2023-2025 biennium for public transportation programs and other special proviso funding.

MTA is not required to encumber any funds in connection with this grant.

Legal Counsel has reviewed and approved the Operating Grant Agreement.

**Summary:** Approve Agreement PTD0952 between WSDOT and MTA for the fixed route operating service during the 2023-2025 biennium.

### Fiscal Impact:

State Grant Funds: \$694,807  
Local Funds 0

### Staff Recommendation:

Approve.

### Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2024-05 and the attached Consolidated Operating Grant Agreement No. PTD0952 between WSDOT and MTA.



**WSDOT Contact:** Elizabeth Safsten

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

**WSDOT Phone:** 360-705-6885

| <b>Consolidated Grant Program</b> |                                    |                    |  |
|-----------------------------------|------------------------------------|--------------------|--|
| Operating Grant Agreement         |                                    |                    |  |
| <b>Agreement Number</b>           | PTD0952                            | <b>Contractor:</b> | <b>Mason County Public Transportation Benefit Area</b><br><br><b>dba Mason Transit Authority</b><br><br><b>790 E Johns Prairie Rd</b><br><b>Shelton, WA 98584-1265</b> |
| <b>Term of Agreement</b>          | July 1, 2023 through June 30, 2025 |                    |  |
| <b>Vendor #</b>                   | 911554133                          |                    |  |
| <b>UEI</b>                        | GVJSNKK6EFQ3                       |                    |  |
| <b>ALN # / ALN Name</b>           | N/A                                |                    |  |
| <b>Indirect Cost Rate</b>         | N/A                                |                    |  |
| <b>R &amp; D</b>                  | No                                 |                    |  |
| <b>Service Area</b>               | Mason County                       | <b>Contact:</b>    | Amy Asher  |
|                                   |                                    | <b>Email:</b>      | 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 2023, Chapter 472, Section 221, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 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:** Sustain Fixed Route Operating Services

**UPIN #** N/A

**Scope of Work:** Sustain fixed route operating services for the general public in Mason County with connections to Kitsap, Thurston and Jefferson counties

| Type of Funds                                | Current Percentage | Current Funds     | Projected Funds | Total Funds       |
|--|--------------------|-------------------|-----------------|-------------------|
| State Rural Mobility - Transit Formula Funds | 100.00%            | \$ 694,807        |                 | \$ 694,807        |
| Projected Grant Funds                        |                    |                   |                 |                   |
| <b>Grant Funds</b>                           | <b>100.00%</b>     | <b>\$ 694,807</b> | <b>\$ -</b>     | <b>\$ 694,807</b> |
| Contractor's Funds                           | 0.00%              | \$ -              | \$ -            | \$ -              |
| <b>Total Project</b>                         | <b>100.00%</b>     | <b>\$ 694,807</b> | <b>\$ -</b>     | <b>\$ 694,807</b> |

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

**Section 2**  
**Purpose of Agreement**

The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

**Section 3**  
**Scope of Project**

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

**Section 4**  
**Term of Agreement**

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

**Section 5**  
**General Compliance Assurance**

The 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/business-wsdot/grants/public-transportation-grants/manage-your-grant>, which by this reference is fully incorporated herein. 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 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 (B)** 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**, indicated as Contractor's Funds.

## **Section 7**

### **Reimbursement and Payment**

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in status reports and financial information as required in **Section 9 –Reports** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) "fiscal year" is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the 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 year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

## **Section 8**

### **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 **Section 5, Sections 8 through 20, and Section 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

## **Section 9 Reports**

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

## **Section 10 Energy Credit**

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

## **Section 11 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 12 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 13**  
**Ethics**

1. 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.
2. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

**Section 14**  
**Civil rights**

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

**Section 15**  
**Compliance with Laws and Regulations**

- A. 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.
- B. Additionally, the CONTRACTOR agrees to comply with the following:
  1. SB 5974 Move Ahead Washington
  2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
  3. RCW 70A. 65.260 Climate Commitment ACT.
- C. 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 violates 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 16**  
**Environmental and Regulatory Requirements**

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

**Section 17**  
**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 18**  
**Audits, Inspection, and Retention of Records**

- A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period 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 19 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 20 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 21 Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the 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 22**  
**Remedies for Misuse or Noncompliance.**

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

**Section 23**  
**Disputes**

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the 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 24  
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 the failure of appropriation or otherwise;
  2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
  3. The 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 a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
  4. The 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;
- B. 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.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the 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. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
  4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the 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.
- D. 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.
- E. 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.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

## **Section 25**

### **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 26**  
**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 27**  
**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 sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the 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 28**  
**Agreement Modifications**

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

**Section 29**  
**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 30**  
**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 31**  
**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 as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the CONTRACTOR to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the 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 to 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 32 Counterparts**

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

### **Section 33 Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the 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 34 Severability**

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

### **Section 35 Order of Precedence**

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

1. State law
2. This AGREEMENT
3. The Consolidated Operating Guidebook

**Section 36  
Execution**

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

**Section 37  
Binding Agreement**

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

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

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

CONTRACTOR

\_\_\_\_\_  
Authorized Representative  
Public Transportation Division, WSDOT

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD  
APPROVING OPERATING GRANT AGREEMENT PTD0952 AND  
AUTHORIZING THE GENERAL MANAGER TO SIGN THAT AGREEMENT.**

**WHEREAS**, the Mason Transit Authority (“MTA”) Board has received notification of the award of Operating Grant Agreement PTD0952 in the amount of \$694,807 through the Washington State Department of Transportation (“WSDOT”); and

**WHEREAS**, MTA was awarded those funds to provide funding for sustaining MTA’s fixed route operating services for the general public in Mason County with connections to Kitsap, Thurston and Jefferson counties;

**NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD** that it approves the Operating Grant Agreement PTD0952 between WSDOT and MTA (“Agreement”) in the total amount of \$694,807 with no local funds required from MTA; and

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

Adopted this 21<sup>st</sup> day of May, 2024.

\_\_\_\_\_  
Eric Onisko, Chair

\_\_\_\_\_  
John Sheridan, Vice Chair

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

\_\_\_\_\_  
Richard Lee, Authority Member

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

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

\_\_\_\_\_  
Ryan Spurling, Authority Member

\_\_\_\_\_  
Kevin Shetty, Authority Member

\_\_\_\_\_  
Sharon Trask, Authority Member

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

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

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

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

**Agenda Item:** Staff Report – Item 8A – *Informational*  
**Subject:** Financial Reports – April 2024  
**Prepared by:** Haddon Wulf, Administrative Assistant  
**Approved by:** Amy Asher, General Manager  
**Date:** May 21, 2023

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

Included are the updated April 2024 Financial Reports.

### **Highlights:**

#### *Sales Tax Revenue*

Sales tax revenue for February 2024 (received April 30, 2024) was \$559,272 4% above the 2024 budgeted amount, and 4% more than February 2023.

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

It is expected that YTD revenue and expenses will be 33% (4/12) of the budget through the end of the year. Total YTD Revenue is under budget at 19.37%. Total YTD Operating Expenses are under budget at 27.4%.

- Passenger fare for (Worker Driver) is currently at 28.2% through the month of April.
- Rental Income is on par with the projections for the month at 34.1%.
- Wages and Benefits under budget at 27.2% slightly under budget projections.
- Other Operating Expenses are over budget at 41.4%. Many of these expenditures are dues & subscriptions that are typically paid for at the beginning of the year, and conference registrations.
- Fuel is slightly under budget at 26.4% for the month of April. This percentage may trend higher as the monthly average increases.
- Utilities are slightly under the current budget at 27.9%.

### **Fiscal Impact:**

April fiscal impact reflects total revenues of \$713,640 and operating expenses of \$764,004 for a net loss of \$50,365.

# Mason Transit Authority Statement of Financial Activities

% through the year: 33.3%

May 2024 Board Report

| April Statement of Financial Activities     | April              | 2024 YTD Actual     | 2024 Budget         | Notes | Percentage of Budget Used |
|---|--------------------|---------------------|---------------------|-------|---------------------------|
| <b>Revenue</b>                              |                    |                     |                     |       |                           |
| Passenger Fares- Community Van              | \$ -               | \$ -                | \$ 1,500            |       | 0.0%                      |
| PSNS WorkerDriver                           | 6,050              | 23,983              | 85,000              |       | 28.2%                     |
| Total Operating Revenue (Fares)             | 6,050              | 23,983              | 86,500              |       | 27.7%                     |
| Sales Tax                                   | 611,650            | 2,366,146           | 7,645,620           | (1)   | 30.9%                     |
| Operating Grants                            | -                  | -                   | 5,530,866           | (2)   | 0.0%                      |
| Rental Income                               | 12,852             | 51,982              | 152,361             |       | 34.1%                     |
| Investment Income                           | 81,501             | 242,154             | 200,000             |       | 121.1%                    |
| Other Non-operating Revenue                 | 1,587              | 8,898               | 26,050              | (3)   | 34.2%                     |
| <b>Total Revenue</b>                        | <b>713,640</b>     | <b>2,693,162</b>    | <b>13,641,397</b>   |       | <b>19.7%</b>              |
| <b>Expenses</b>                             |                    |                     |                     |       |                           |
| Wages and Benefits                          | 532,769            | 2,248,140           | 8,268,421           |       | 27.2%                     |
| Contracted Services                         | 17,816             | 89,951              | 380,120             |       | 23.7%                     |
| Fuel  | 47,304             | 171,218             | 647,500             | (4)   | 26.4%                     |
| Vehicle/Facility Repair & Maintenance       | 80,034             | 134,968             | 362,200             |       | 37.3%                     |
| Insurance                                   | 24,465             | 97,861              | 293,583             |       | 33.3%                     |
| Intergovernmental - Audit Fees              | 11,602             | 29,612              | 40,000              |       | 74.0%                     |
| Utilities                                   | 16,963             | 58,438              | 209,800             |       | 27.9%                     |
| Supplies & Small Equipment                  | 21,150             | 102,144             | 406,150             | (5)   | 25.1%                     |
| Training & Meetings                         | 1,582              | 8,671               | 62,450              |       | 13.9%                     |
| Other Operating Expenses                    | 10,319             | 61,227              | 148,009             | (6)   | 41.4%                     |
| Pooled Reserves                             | -                  | -                   | 120,000             |       | 0.0%                      |
| <b>Total Operating Expenses</b>             | <b>764,004</b>     | <b>3,002,229</b>    | <b>10,938,233</b>   |       | <b>27.4%</b>              |
| <b>Net Income (Deficit) from Operations</b> | <b>\$ (50,365)</b> | <b>\$ (309,067)</b> | <b>\$ 2,703,164</b> |       |                           |

## NOTES

|     |   |
|-----|---|
| (1) | Monthly sales tax amounts are based upon seasonally-adjusted budget accruals and may not reflect the Percentage of Budget used.   |
| (2) | Operating grant revenue Q1 pending reimbursement.   |
| (3) | Includes: Sale of Maintenance Services - \$3,456; Gain/Loss on Disp. of Asset - \$0; Sales Tax Interest Income - \$3,974; Insurance Recoveries - \$0; WSTIP Network Safety Grant - \$0; WSTIP Risk Management Grant - \$0; Other Non Transportation Revenue - \$1,467; plus other misc. non-operating revenue.  |
| (4) | Average diesel price per gallon year to date is \$3.29. Average gasoline price per gallon year to date is \$3.42.   |
| (5) | Printing- \$1,803; Cleaning/Sanitation/Safety supplies \$9,202; Office Supplies - \$3,473; Shop Supplies - \$2,782; Small Tools & Equipment - \$2,587; IT Equipment - \$6,677; Communications Equipment - \$0; Operating Supplies - \$882; Small Equipment & Furniture - \$1,722; Software - \$70,840; Postage - \$172; Shelter supplies - \$0; Training supplies-\$2,003; 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 - \$22,476; Merchant/Credit Card fees - \$601; Dues, Memberships, Subscriptions - \$29,726; Unemployment Insurance - \$0; CDL Exams- \$2,600; Rent-CDL Training- \$2,400; Property tax- \$94; Veh. Registration fee- \$1,141; Office Equip Lease -\$369; Small tools repair-\$0; plus Other misc. operating expenses- \$1,820. |

# Mason Transit Authority Cash and Investments

May 2024 Board Report

## Cash Balances

|                            | 3/31/2024               | 4/30/2024               | Change                 |
|----------------------------|-------------------------|-------------------------|------------------------|
| Cash - MC Treasurer        | \$ 5,479,672.15         | \$ 4,527,836.27         | \$ (951,835.88)        |
| Investments - MC Treasurer | 17,750,000.00           | 17,750,000.00           | -                      |
| Payroll - ACH Umpqua Bank  | \$ 185,669.45           | \$ 181,417.25           | (4,252.20)             |
| Petty Cash/Cash Drawers    | -                       | -                       | -                      |
| <b>TOTAL</b>               | <b>\$ 23,415,341.60</b> | <b>\$ 22,459,253.52</b> | <b>\$ (956,088.08)</b> |

## Cash Encumbrances

Grant Related:

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

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 <sup>1</sup>   | 10,360,000.00           |
| Fuel Reserves                           | 120,000.00              |
| IT Investments                          | 80,000.00               |
| <b>Total Encumbered</b>                 | <b>\$ 17,677,945.87</b> |

|   |                     |
|---|---------------------|
| Total of Cash   | \$ 22,459,253.52    |
| Less Encumbrances   | 17,677,945.87       |
| <b>Undesignated Cash Balance Total (Including Reserves)</b> | <b>4,781,307.65</b> |
| Investments - MC Treasurer (Reserves)                       | 17,750,000.00       |
| Less Encumbrances   | 17,677,945.87       |
| <b>Undesignated Cash Reserves</b>                           | <b>\$ 72,054.13</b> |

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

**Mason Transit Authority 2024 Capital Budget**

May2024 Board Report  
As of April 30, 2024


| Capital Projects                        | Budget              | Grants              | MTA Funding         | Contingent Projects | YTD                 | Project Cost to Date | Purpose  |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|--|
| Belfair Sewer Connection                | 17,000              |                     | 17,000              |                     | -                   | -                    | Finalize Utility Connection in 2024.   |
| TCC customer service office remodel     | 100,000             |                     | 100,000             |                     | -                   | -                    | Carry forward from 2023. Remove ADA ramp from middle of office and re-design space.  |
| JP Alarm System Update                  | 42,000              |                     | 42,000              |                     | -                   | -                    | We are using an alarm system that was installed in 1984. We can't get replacement parts. New enterprise system can be moved to new building.   |
| Phone System Update                     | 18,000              |                     | 18,000              |                     | 4,164               | 4,164                | Migrating away from Mitel system to a cloud based system.  |
| TCC Badge Access Door Locks             | 10,000              |                     | 10,000              |                     | -                   | -                    | Operations and staff doors at TCC to be upgraded to badge access.  |
| Bus stop improvements                   | 100,000             | 100,000             |                     |                     | -                   | -                    | Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.  |
| Automatic Gates at JP                   | 115,000             |                     | 115,000             |                     | -                   | -                    | The automatic gate openers at JP were installed when we purchased the building in the early 1990's. They are failing more frequently and need replaced.  |
| Capital Facilities Improvements         | 50,000              |                     | 50,000              |                     | -                   | -                    | Carry Forward. Improve Capital Facilities  |
| Park and Ride Parking lot seal & Repair | 80,000              |                     | 80,000              |                     | -                   | -                    | Park and Ride Resurfacing. Pear Orchard, Matlock.  |
| Air Condition for Server Room JP        | 11,000              |                     | 11,000              |                     | 10,172              | 10,172               | The air conditioner in the server room is failing and needs replaced.  |
| HVAC for JP                             | 36,000              |                     | 36,000              |                     | -                   | -                    | Recently replaced one failed system and second system is in need of replacement.   |
| Fuel Communication System               | 60,000              |                     | 60,000              |                     | -                   | -                    | Veder Root system we have is no longer supported. Fuel Master Card Reader, software and training.  |
| Propane Conversion Kits                 | 112,000             |                     | 112,000             |                     | 41,664              | 41,664               | Convert sixteen cutaways to propane. Six are carryforward from 2023. \$7,000 ea.   |
| Bus Column Lift Replacements            | 75,000              | 75,000              | -                   |                     | -                   | -                    | Replace one set of vehicle lifts past useful life.   |
| Septic Grinder Pump Replacement         | 10,000              |                     | 10,000              |                     | -                   | -                    | Need to replace septic grinder.  |
| Scan Tool for Fleet                     | 5,000               |                     | 5,000               |                     | -                   | -                    | Tool to scan buses for diagnostics. The equipment we currently have will not read anything newer than 2018 buses.  |
| TCC Gym Roof Repair                     | 100,000             |                     | 100,000             |                     | -                   | -                    | Gym roof has been leaking in a couple of places for a few years and staff's spot treatment has not held. Need professional help to solve problem.  |
| Repair/replace TCC Gym floor            | 130,000             |                     | 130,000             |                     | -                   | -                    | Parts of the floor are protruding. Many blocks of wood were replaced when TCC re-modeled, but we need either a replacement at \$130,000 and 35 year warranty, or a repair at \$60,000. Still waiting on further options from original installer. |
| MTA Johns Prarie Base Facility Updates  | 800,000             |                     | 800,000             |                     | -                   | -                    | Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020.  |
| Belfair Alarm System                    | 11,000              |                     | 11,000              |                     | -                   | -                    | Alarm system at Belfair Building.  |
| Parts Washer                            | 13,000              |                     | 13,000              |                     | 10,262              | 10,262               | Parts washer to degrease parts.  |
| <b>Total Misc Capital Projects</b>      | <b>1,895,000</b>    | <b>175,000</b>      | <b>1,720,000</b>    | <b>-</b>            | <b>66,263</b>       | <b>66,263</b>        |  |
| 10 Cutaways                             | 1,741,945           | 1,741,945           |                     |                     | 1,633,750           | 1,633,750            | State Paratransit Special Needs Funded. 6 Cutaways purchased in April 2024.  |
| 8 - 35' Gilligs                         | 5,104,288           | 5,104,288           |                     |                     | 2,973,232           | 2,973,232            | FY 22 FTA 5339 Grant to replace 5 buses \$2,968,727 (carry forward from 2023). Received grant funding for 3 more. All will be received in 2024 (2,135,561) Using state funds to cover match.   |
| <b>Total Vehicle Replacements</b>       | <b>\$ 6,846,233</b> | <b>\$ 6,846,233</b> | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 4,606,982</b> | <b>\$ 4,606,982</b>  |  |
| <b>Proposed 2024 Capital Projects</b>   | <b>\$ 8,741,233</b> | <b>\$ 7,021,233</b> | <b>\$ 1,720,000</b> | <b>\$ -</b>         | <b>\$ 4,673,245</b> | <b>\$ 4,673,245</b>  |  |

Capital Project Reserves - \$10,360,000 (A portion of sales tax revenue above budgeted amount set aside in Capital Project Reserves.)

# Mason Transit Authority Sales Tax Receipts

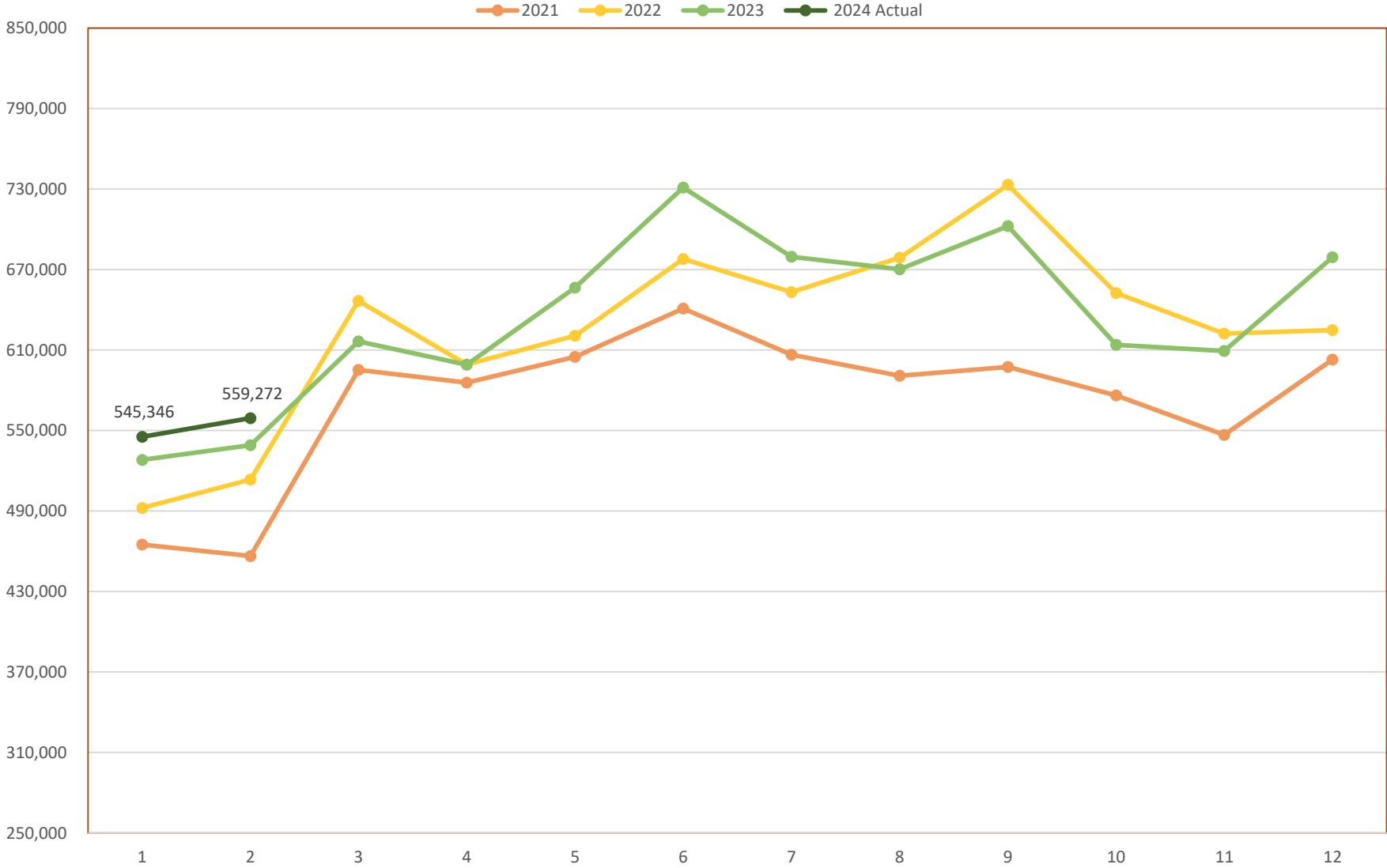
May 2024 Board Report

Sales Tax Collected as of 4/30/2024 for 2/29/2024



|                               | 2021             | 2022             | 2023             | 2024 Budget      | 2024 Actual      | 2024 Budget Variance | % Change 2023 - 2024 Actual                | Capital Reserves |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|----------------------|--|------------------|
| January                       | 464,970          | 492,351          | 528,201          | 611,650          | 545,346          | -11%                 | 3%   | (66,304)         |
| February                      | 456,479          | 513,550          | 539,128          | 535,193          | 559,272          | 4%                   | 4%   | 24,079           |
| March                         | 595,307          | 646,582          | 616,540          | 649,878          |                  |                      |  |                  |
| April                         | 585,816          | 599,278          | 599,059          | 611,650          |                  |                      |  |                  |
| May                           | 604,875          | 620,580          | 656,593          | 573,422          |                  |                      |  |                  |
| June                          | 640,945          | 677,991          | 731,134          | 726,334          |                  |                      |  |                  |
| July                          | 606,512          | 653,259          | 679,614          | 688,106          |                  |                      |  |                  |
| August                        | 590,886          | 678,818          | 670,272          | 649,878          |                  |                      |  |                  |
| September                     | 597,424          | 733,099          | 702,464          | 764,562          |                  |                      |  |                  |
| October                       | 576,267          | 652,444          | 613,829          | 688,106          |                  |                      |  |                  |
| November                      | 546,801          | 622,319          | 609,293          | 611,650          |                  |                      |  |                  |
| December                      | 602,943          | 624,958          | 679,178          | 535,193          |                  |                      |  |                  |
|                               | <u>6,869,226</u> | <u>7,515,228</u> | <u>7,625,304</u> | <u>7,645,622</u> | <u>1,104,618</u> |                      |  |                  |
| Budget Variance Average - YTD |                  |                  |                  |                  |                  | -3%                  |  | (42,225)         |
|                               |                  |                  |                  |                  |                  |                      | % Change 2023 vs 2024 Actual Average - YTD | 3%               |

# Monthly Sales Tax Trend



**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 8B – *Informational*

**Subject:** Management Reports

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

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

**Date:** May 21, 2024

**Summary for Informational Purposes:**

The monthly MTA Management Reports are attached for your information.

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 21, 2024

# MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 21, 2024

## GENERAL MANAGER'S REPORT

### **External Activities:**

- Attended Peninsula Regional Transportation Planning Organization Board Meeting.
- Attended Transportation Improvement Board Meeting in Yakima.
- Attended APTA Mobility Conference in Portland, Oregon.
- Assist fellow transit agency with dial-a-ride program management.
- Attended General Manager's roundtable discussion.
- Attended Mason Economic Development Board Meeting.
- Attended Peninsula Regional Transportation Planning Organization Technical Advisory Meeting.

### **Internal Activities:**

- Meet with Washington State Transit Insurance Pool and AON for Cyber Security review.
- Work with Tracy on records review.
- WSDOT Grant reimbursement requests and status reports.
- Coordinate with Rob on public records requests.
- Coordination with Prothman and HR Board Subcommittee on Finance Manager search.

## TEAM UPDATES

### **MAINTENANCE/FACILITIES – Paul Bolte**

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

- Attended N/W transit warranty meeting.
- Attended MTA board meeting.
- Attended two-day webinar on new software system.

#### **Facilities and Fleet Projects/Purchases/Maintenance**

- Working on park & ride clean up and freshen up of flower beds.
- Working on JP lawn and flower beds.
- Maintenance is working on putting the crashed bus back together.
- Finished installation of new maintenance software.

#### **T-CC Events/Maintenance**

- **Gym:** Pickleball sessions numbered 474 participants this April. Castellanos Graduation event welcomed over 160 people. The Lopez graduation party had over 280 people attend.
- **Kitchen:** The kitchen user total in April was 17 people.
- **Conference Room:** The MTA monthly board meeting was held in Hoodspout this month. The regular Mason County EDC meeting was conducted at an alternate site this month. The MTA Bus Stop Committee did not meet this month.

## OPERATIONS – Jason Rowe

- **Ridership Numbers:** We had increases across all modes in April. When comparing April 2023 to April 2024 we see an increase of 52%!
- **Special Events:** Peninsula Cup Roadeo is June 23, 2024. So far we have one driver competing.
- **New Driver Class:** Congratulations to our new driver candidates who have passed their CDL Exams!
- **Community Partnerships:** We are currently working with the YMCA and WIC to install a bus stop at the YMCA to better serve its members and those community members utilizing WIC services at that location.
- **Outreach and Special Transportation:** This month we attended the North Mason High School Career Fair. We also provided travel training for a new passenger in North Mason County and facilitated a field trip for the residents of Shelton Health and Rehab.

**Mason Transit Authority Regular Board Meeting**

**Agenda Item:** Staff Reports Item 8C – *Informational*

**Subject:** Operational Statistics

**Prepared by:** Jason Rowe, Operations Manager

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

**Date:** May 21, 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, 2024 passenger trips are labeled with the actual number.

We had a great April and continue to see ridership increases across all modes. Fixed route, demand response (Dial-A-Ride) and Worker Driver services all had increases this month.

# April 2024 Ridership Data

