



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, September 16, 2025 at 1:00 p.m.

Remote Meeting via Zoom

<https://zoom.us/j/95950949379?pwd=2NEJ9VpT2Agslf0S8asqmW4c5fgawp.1>

To join by phone: 12532050468

Meeting ID 959 5094 9379

(Password) 517907


In person attendance:

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

1. **CALL TO ORDER** Chair
2. **PLEDGE OF ALLEGIANCE** Chair
3. **ROLL CALL AND DETERMINATION OF QUORUM** Chair
4. **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.
5. **APPROVAL OF AGENDA – ACTION** Chair
6. **CONSENT AGENDA – ACTION** Chair
 - A. **Pg. 003: July 15, 2025 Regular Board meeting minutes and August 29, 2025 Closed Session meeting minutes**
 - B. **Pg. 009: July Check Approval: 7/1/2025 – 7/30/2025
August Check Approval: 8/6/2025 – 8/27/2025**
 - C. **Pg. 018: Approval of Board Chair to Sign Columbia Bank Agreement Resolution No. 2025-09**
 - D. **Pg. 032: Certifications and Assurances**

- 7. **ACTION ITEMS:**
 - New Business:**
 - A. **Pg. 059: Actionable: POL-205 Public Records Request Policy (Resolution No. 2025-10)** Amy
 - B. **Pg. 074: Actionable: Consolidated Operating Grant Agreement PTD1081 Resolution No. 2025-11** Amy
- 8. **DISCUSSION ITEMS:**
 - A. **Pg. 095: Policy Committee Meeting Summary**
- 9. **STAFF AND INFORMATIONAL REPORTS**
 - A. **Pg. 096: Financial Reports – July and August, 2025**
 - B. **Pg. 101: Management Reports**
 - C. **Pg. 105: Operational Statistics**
- 10. **COMMENTS BY BOARD**
- 11. **UPCOMING MTA BOARD MEETING:**
 - Mason Transit Authority**
 - Belfair P&R Building Conference Room**  **Please note location**
 - 25250 NE SR3**
 - Belfair**
 - Regular Meeting**
 - October 21, 2025 at 1:00 PM**
- 12. **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
July 15, 2025
Virtually and at
Transit-Community Center
Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

- 1. CALL TO ORDER:** 1:02 p.m.
- 2. PLEDGE OF ALLEGIANCE**

3. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at T-CC: John Sheridan, Chair;
Wes Martin, Vice Chair; Board members Cyndy Brehmeyer, Randy Neatherlin, Ryan Spurling,
Pat Tarzwell and Sharon Trask.

Authority Voting Board Members Present via Zoom: Wes Martin, Tom Gilmore

Authority Voting Board Members Not Present: Richard Lee

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

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

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

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

Others Present via Zoom: None.

- 4. PUBLIC COMMENT** – No members of the public were in attendance in person or via Zoom.

5. APPROVAL OF AGENDA

Moved that the agenda for the July 15, 2025 Mason Transit Authority (MTA) regular board meeting
be approved as presented. **Trask/Tarzwell. Motion carried.**

- 6. RECOGNITION OF MTA'S EMPLOYEE OF THE YEAR.** Joseph Hutchinson was introduced to the
Board by Amy Asher, General Manager, as Mason Transit's 2024 Employee of the Year/Wall of
Fame Honoree. Ms. Asher described the annual process and highlighted the many skills Joseph has
exhibited, such as great de-escalation skills and that he has been very helpful to MTA's drivers and

law enforcement. Joseph has a reserved spot and will be at the Wall of Fame banquet event in which he and other transit honorees will be recognized.

7. CONSENT AGENDA

Approval of Consent Agenda items A and B as follows and as presented:

- A. June 17, 2025 MTA regular Board meeting minutes.
- B. Payments of June 3, 2025 through June 26, 2025 financial obligations on checks #39884 through #39988, as presented for a total of \$769,025.51.

Moved that the Mason Transit Authority Board approve the Consent Agenda items as presented.
Spurling/Brehmeyer. Motion carried.

PUBLIC HEARING

The Chair stated that the Board was moving into the Public Hearing relating to the Transit Development Plan (“TDP”) at 1:05 p.m. The Chair described the purpose of the hearing and described the ground rules for giving public testimony.

There were no members of the public hearing either in person or virtually.

Ms. Asher indicated that the initial draft of the TDP had been brought to the Board for review at the June Board meeting. Additional information has been placed in this final draft TDP and are reflected in the agenda page, which Ms. Asher discussed.

The Board Chair closed the public hearing at 1:10 p.m.

RESUME OPEN SESSION. The Chair stated that the meeting was moving back into open session and announced the time to be 1:11 p.m.

8. ACTION ITEMS:

UNFINISHED BUSINESS.

8A. Final Proposed Transit Development Plan (TDP). Following the public hearing, it was **moved** that the Mason Transit Authority Board approve the 2025-2030 Transit Development Plan for submission to the Washington State Department of Transportation by September 1, 2025.
Neatherlin/Trask. Motion carried.

NEW BUSINESS.

8B. Update Washington State Paid Sick Leave Policy (POL-309). Haley Dorian, Human Resources Manager, provided an updated version of the policy from the version included in the original Board packet. This version included an additional qualifying reason in Section 2.5 for the purpose of fulfilling a request for verification of leave involving an employee or employee’s family to prepare for or participate in any judicial or administrative immigration proceeding. Since these were statutory requirements, this policy did not go through the Policy Committee first, but that Legal Counsel had reviewed both the initial version included in the Board packet and updated

version distributed today. **Moved** that the Mason Transit Authority Board approve Resolution No. 2025-07 approving the updated Washington Paid Sick Leave Policy (POL-309).

Trask/Brehmeyer. Motion carried.

8C. Transit Agency Sales Tax Collection Certification. Ms. Asher described background relating to ESB 5161 and WSDOT's requirement to have Transit Agency Sales Tax Collection Certification form. Additionally, Ms. Asher described financial ramifications to MTA if MTA were to be in violation of ESSB 5161 requirements. Moved that the Mason Transit Authority Board approve Resolution No. 2025-08 authorizing the General Manager to sign the Transit Agency Sales Tax Collection Certification Form. **Tarzwell/Brehmeyer. Motion carried.**

9. DISCUSSION ITEMS:

8A Out of County Route Request. Ms. Asher explained that MTA is receiving more out-of-county requests, most recently to Amazon Delivery Warehouse in Bremerton that is in Kitsap County and served by Kitsap Transit. MTA has also received a request to serve Evergreen College which is in Olympia with a service area of Intercity Transit. If MTA is able to expand into these territories, there will be a cost associated with that service. Staff is currently gathering information now and will bring budget information back to Board for further consideration.

10. STAFF REPORTS

General Manager. Ms. Asher shared that labor negotiations will begin soon for the Maintenance employees. Ms. Asher and Ms. Dorian are currently working on policies to be considered by the Policy Committee.

Finance. Lissa McClanahan, Finance Manager, provided an update, explained MTA's financials reflect a 5% increase from the budgeted sales tax estimates. She and Ms. Asher are working on the 2023 audit and hope to have it wrapped up by fall.

Human Resources. Ms. Dorian shared with the Board that an offer was extended to a new cleaner/detailer candidate. MTA was fortunate to receive four good candidates. The next upcoming recruitment will be for drivers. Ms. Dorian stated that she will be attending the Bite of Shelton with MTA's Outreach Coordinator, Anja Reynolds. By attending the event, it gives her an opportunity to promote the upcoming driver recruitment which has been beneficial in the past. The 3rd Quarter Staff meeting will be the following day and there will be a presenter at the meeting relating to wellness. There was a healthy recipe contest and while there were only two that submitted, there were many willing tasting/voting participants.

Maintenance. Paul Bolte, Facilities and Fleet Maintenance Manager, reported to the Board that the annual summer projects are being carried out. MTA has ordered six new cutaways that will be retrofitted for propane, similar to earlier orders. The cutaways will be available at the beginning of the year. Next summer MTA will be receiving more cutaways.

Operations. Jason Rowe, Operations Manager, shared that ridership held steady for June. The drivers of the previous driver class are now driving solo and have completed their training. As Ms. Dorian indicated earlier, recruitment will begin in the fall for another driver class.

11. CLOSED SESSION: Time Start 1:40 pm to 1:50 pm; extended five minutes to 1:55 pm; end of closed session.

Board Chair called meeting back into Public Meeting 1:56 PM

12. COMMENTS BY BOARD:

- None

13. UPCOMING MEETING

**Mason Transit Authority
Transit-Community Center**

Conference Room
601 West Franklin Street
Shelton

**Regular Meeting
September 16, 2025 at 1:00 PM**

Moved that the meeting be adjourned.

14. ADJOURNED: 1:57 PM

DRAFT

Mason Transit Authority
Minutes of the Closed Session Meeting
(exempt from OPMA pursuant to RCW 42.30.140(4))
August 29, 2025
Virtually and at
Transit-Community Center
Conference Room
601 West Franklin Street
Shelton



OPENING PROTOCOL

- 1. CALL TO ORDER:** 1:00 p.m.
- 2. PLEDGE OF ALLEGIANCE**

3. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at T-CC: John Sheridan, Chair; Wes Martin, Vice Chair; Board members Cyndy Brehmeyer, Richard Lee, Tom Gilmore and Randy Neatherlin and Ryan Spurling (entered at 1:06 pm).

Authority Voting Board Members Present via Zoom: Pat Tarzwell and Sharon Trask.

Authority Voting Board Members Not Present: [None]

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

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

Others Present via Zoom: Rob Johnson, Legal Counsel.

4. APPROVAL OF AGENDA

Moved that the agenda for the August 29, 2025 Mason Transit Authority (MTA) Closed Session Board meeting be approved as presented. *Martin/Gilmore*. **Motion carried.**

5. CLOSED SESSION

The Board Chair announced that the closed session would open at 1:22 pm.

Board members, Legal Counsel, General Manager, HR Manager and Fleet and Facilities Manager remained in the meeting. Clerk of the Board and IT Administrator were excused from meeting.

- At 1:22 pm, it was announced that the closed session would open at 1:32 pm.
- At 1:32 pm, it was announced that the closed session would open at 1:42 pm

6. **ADJOURNED CLOSED SESSION:** 1:42 PM

7. **OPEN SESSION:** 1:42 PM

8. **ADJOURN OPEN SESSION:** 1:42 PM

DRAFT

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 6B – *Actionable*
Subject: Check Approval
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Summary:

See Attached Check Register.

Check Disbursement Fiscal Impact:

July - \$942,062.71
August - \$641,784.80

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of July 1, 2025, through July 30, 2025, financial obligations on checks #39989 through #40072 as presented for a total of \$942,062.71.

Move that the Mason Transit Authority Board approve the payment of August 6, 2025, through August 27, 2025, financial obligations on checks #40073 through #40154 as presented for a total of \$641,784.80.



Mason Transit Authority
September 16, 2025, Disbursement Approval

The following checks for the period of July 1, 2025, through July 30, 2025, in the amount of \$942,062.71, have been audited and processed for payment by the Finance Manager 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.

7/1/2025	39989	Mason Transit Authority - ACH Account	237,166.60
7/12/2025	39990	Abila	892.45
7/12/2025	39991	AIG Retirement DBA Corebridge Financial	1,566.90
7/12/2025	39992	Ecolube Recovery, LLC	115.50
7/12/2025	39993	World Kinect Energy Services	559.91
7/12/2025	39994	Blue Star Gas	2,979.37
7/12/2025	39995	City of Shelton	1,676.23
7/12/2025	39996	Comcast	128.99
7/12/2025	39997	FireTek	4,780.57
7/12/2025	39998	Gillig, LLC	1,650.66
7/12/2025	39999	GORDON TRUCK CENTERS, INC.	511.58
7/12/2025	40000	Hood Canal Communications	2,030.12
7/12/2025	40001	Kirk's Automotive, Inc.	237.50
7/12/2025	40002	Kitsap Transit	1,642.42
7/12/2025	40003	Mason County PUD #3	2,107.05
7/12/2025	40004	Purcor Pest Solutions	319.51
7/12/2025	40005	MOHAWK MFG. & SUPPLY	236.50
7/12/2025	40006	Crystal Springs	416.09
7/12/2025	40007	ODP Business Solutions, LLC	73.24
7/12/2025	40008	O'Reilly Auto Parts	42.81
7/12/2025	40009	PetroCard, Inc.	33,409.71
7/12/2025	40010	Builders FirstSource	60.34
7/12/2025	40011	Ricoh USA, Inc	89.28
7/12/2025	40012	Romaine Electric	254.90
7/12/2025	40013	Right! Systems, Inc.	610.88
7/12/2025	40014	Mason County Journal	355.60
7/12/2025	40015	Summit Law Group	170.00
7/12/2025	40016	Tozier Brothers, Inc.	62.29

7/12/2025	40017	UniFirst Corporation	330.34
7/12/2025	40018	UniteGPS, LLC	2,242.00
7/12/2025	40019	U.S. Bank	4,077.76
7/12/2025	40021	Westbay Auto Parts	896.20
7/12/2025	40022	Whisler Communications	2,079.42
7/12/2025	40023	AWorkSAFE Service, Inc.	479.00
7/16/2025	40024	Mason Transit Authority - ACH Account	223,110.53
7/21/2025	40025	Aflac	891.04
7/21/2025	40026	Belfair Water District #1	218.82
7/21/2025	40027	Blue Star Gas	1,768.88
7/21/2025	40028	Cascade Natural Gas	2,284.00
7/21/2025	40029	Cummins Northwest, LLC	1,599.54
7/21/2025	40030	Gillig, LLC	130.43
7/21/2025	40031	Bruce Titus Ford	918.81
7/21/2025	40032	District 160	1,706.75
7/21/2025	40033	Robert W. Johnson, PLLC	1,600.00
7/21/2025	40034	LegalShield	152.40
7/21/2025	40035	Mason County Garbage, Inc.	1,106.28
7/21/2025	40036	Mason County PUD #3	3,046.10
7/21/2025	40037	Mason County Utilities/Waste Management	110.54
7/21/2025	40038	Purcor Pest Solutions	167.98
7/21/2025	40039	Pitney Bowes Purchase Power	171.00
7/21/2025	40040	RingCentral, Inc.	1,281.58
7/21/2025	40041	Right! Systems, Inc.	4,451.95
7/21/2025	40042	Schetky Northwest Sales, Inc.	58.83
7/21/2025	40043	Seattle Automotive Distributing	13.58
7/21/2025	40044	SkyBitz Tank Monitoring	17.38
7/21/2025	40045	Smarsh	19.42
7/21/2025	40046	Peak Industrial	419.24
7/21/2025	40047	TK Elevator Corporation	854.72
7/21/2025	40048	Tozier Brothers, Inc.	7.83
7/21/2025	40049	UniFirst Corporation	165.17
7/21/2025	40050	Verizon Wireless	1,545.03
7/21/2025	40051	Voyager Fleet Systems, Inc.	144.00
7/21/2025	40052	Westbay Auto Parts	46.88
7/21/2025	40053	Washington State Transit Association	200.00
7/25/2025	40054	ACE Commercial Tire, LLC	3,789.99
7/25/2025	40055	AIG Retirement DBA Corebridge Financial	1,566.46
7/25/2025	40056	Berg Marketing Group	3,500.00
7/25/2025	40057	Blue Star Gas	2,466.86
7/25/2025	40058	Cummins Northwest, LLC	49.69
7/25/2025	40059	Gillig, LLC	302.10
7/25/2025	40060	Mason County PUD #3	101.73
7/25/2025	40061	O'Reilly Auto Parts	361.86
7/25/2025	40062	PetroCard, Inc.	34,814.34
7/25/2025	40063	Builders FirstSource	108.30

7/25/2025	40064	Seattle Automotive Distributing	53.34
7/25/2025	40065	The Shoppers Weekly	3,608.13
7/25/2025	40066	Sportworks Global LLC	199.79
7/25/2025	40067	Staples Business Advantage	245.17
7/25/2025	40068	Tozier Brothers, Inc.	290.72
7/25/2025	40069	UniFirst Corporation	165.17
7/25/2025	40070	AWC Employee Benefit Trust	114,334.92
7/25/2025	40071	Westbay Auto Parts	806.27
7/30/2025	40072	Mason Transit Authority - ACH Account	222,837.44
		Total 101000 - MC Treasurer Depository	942,062.71

Signed by: Lissa McClanahan Date: 9/12/2025
Submitted by: Lissa McClanahan, Finance Manager

Signed by: Amy Asher Date: 9/12/2025
Approved by: Amy Asher, General Manager



Mason Transit Authority
September 16, 2025, Disbursement Approval

The following checks for the period of August 6, 2025, through August 27, 2025, in the amount of \$641,784.80, have been audited and processed for payment by the Finance Manager 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.

8/6/2025	40073	ACE Commercial Tire, LLC	449.60
8/6/2025	40074	Advance Glass	977.40
8/6/2025	40075	ALG Retirement DBA Corebridge Financial	1,553.08
8/6/2025	40076	Arcadia Drilling, Inc.	616.31
8/6/2025	40077	Blue Star Gas	1,869.55
8/6/2025	40078	City of Shelton	1,681.01
8/6/2025	40079	Comcast	128.99
8/6/2025	40080	Dept. of Labor & Industries - Right to Know	147.50
8/6/2025	40081	Employment Security Department - WA State	6,552.00
8/6/2025	40082	Liquid Enviromental Solutions of Washington LLC DBA Flohawks	528.35
8/6/2025	40083	Gillig, LLC	2,519.64
8/6/2025	40084	GORDON TRUCK CENTERS, INC.	583.05
8/6/2025	40085	Health Care Center	700.00
8/6/2025	40086	Hood Canal Communications	2,030.12
8/6/2025	40087	Lionbridge Technologies, LLC	1.02
8/6/2025	40088	LastPass US LP	469.15
8/6/2025	40089	Mason County PUD #3	2,320.73
8/6/2025	40090	Crystal Springs	274.40
8/6/2025	40091	John Piety	145.00
8/6/2025	40092	Schetky Northwest Sales, Inc.	39.88
8/6/2025	40093	Seattle Automotive Distributing	15.64
8/6/2025	40094	The Shoppers Weekly	550.18
8/6/2025	40095	Summit Law Group	2,535.50
8/6/2025	40096	Peak Industrial	1,468.78
8/6/2025	40097	Tozier Brothers, Inc.	46.37
8/6/2025	40098	UniFirst Corporation	330.34
8/6/2025	40099	UniteGPS, LLC	2,242.00

8/6/2025	40100	Westbay Auto Parts	140.70
8/6/2025	40101	Washington State Transit Association	1,725.00
8/11/2025	40102	Berg Marketing Group	3,500.00
8/11/2025	40103	Clarity Consulting Partners, LLC	656.50
8/11/2025	40104	Cascade Natural Gas	206.83
8/11/2025	40105	GORDON TRUCK CENTERS, INC.	380.77
8/11/2025	40106	Robert W. Johnson, PLLC	1,600.00
8/11/2025	40107	Mason County Garbage, Inc.	410.26
8/11/2025	40108	ODP Business Solutions, LLC	206.35
8/11/2025	40109	Ricoh USA, Inc	145.22
8/11/2025	40110	RingCentral, Inc.	1,280.49
8/11/2025	40111	Right! Systems, Inc.	4,451.95
8/11/2025	40112	U.S. Bank	4,136.88
8/11/2025	40113	Verizon Wireless	1,499.87
8/11/2025	40114	Voyager Fleet Systems, Inc.	4.00
8/11/2025	40115	Westbay Auto Parts	684.16
8/11/2025	40116	Whisler Communications	2,079.42
8/13/2025	40117	Mason Transit Authority - ACH Account	217,198.71
8/22/2025	40118	Advance Glass	325.80
8/22/2025	40119	Aflac	891.04
8/22/2025	40120	AIG Retirement DBA Corebridge Financial	1,553.08
8/22/2025	40121	World Kinect Energy Services	3,010.65
8/22/2025	40122	American Tire Distributors	5,978.83
8/22/2025	40123	Belfair Water District #1	218.82
8/22/2025	40124	Blue Star Gas	3,243.72
8/22/2025	40125	CDW Government	1,614.95
8/22/2025	40126	Cascade Natural Gas	2,053.00
8/22/2025	40127	FireTek	782.64
8/22/2025	40128	Gillig, LLC	3,463.50
8/22/2025	40129	Bruce Titus Ford	418.11
8/22/2025	40130	HCM Mechanics, LLC.	345.77
8/22/2025	40131	District 160	1,625.75
8/22/2025	40132	Kaiser Foundation Health Plan of Washington	105.00
8/22/2025	40133	LegalShield	152.40
8/22/2025	40134	Mason County Garbage, Inc.	687.10
8/22/2025	40135	Mason County PUD #3	3,217.80
8/22/2025	40136	Mason County Utilities/Waste Management	110.54
8/22/2025	40137	Purcor Pest Solutions	319.51
8/22/2025	40138	Crystal Springs	335.77
8/22/2025	40139	O'Reilly Auto Parts	203.38
8/22/2025	40140	Pitney Bowes	196.63
8/22/2025	40141	Builders FirstSource	82.29
8/22/2025	40142	Right! Systems, Inc.	2,734.91
8/22/2025	40143	Schetky Northwest Sales, Inc.	146.43
8/22/2025	40144	SkyBitz Tank Monitoring	17.38
8/22/2025	40145	Smarsh	19.42

8/22/2025	40146	Spike's Hydraulics	6.76
8/22/2025	40147	Staples Business Advantage	375.76
8/22/2025	40148	Tozier Brothers, Inc.	81.03
8/22/2025	40149	ULINE	253.23
8/22/2025	40150	UniFirst Corporation	165.17
8/22/2025	40151	AWC Employee Benefit Trust	114,278.99
8/22/2025	40152	WCP Solutions	702.25
8/22/2025	40153	Westbay Auto Parts	108.76
8/27/2025	40154	Mason Transit Authority - ACH Account	220,875.93
		Total 101000 - MC Treasurer Depository	641,784.80

Signed by: Lissa McClanahan
Submitted by: Lissa McClanahan, Finance Manager Date: 9/12/2025

Signed by: Amy Asher
Approved by: Amy Asher, General Manager Date: 9/12/2025



0.*

0.*G

PURCHASE LOG

11.94+

745.14+

18.88+

18.88+

21.08+

815.92*+

Name: Amy Asher

Department: Administration

Manager's Approval: _____

Date Submitted

9/3/2025

Finance Use Only

DATE	VENDOR	PURPOSE	AMOUNT	RECEIPT (Y/N)	DEPARTMENT	CODING	FINANCE DEPARTMENT REVIEW
8/18/25	Double Tree Hotel	Parking for State Transit Conference *	\$ 21.08	✓ Y	10	✓ 509021	Travel & Mtg
8/19/2025	Double Tree Hotel	Parking for State Transit Conference *	\$ 18.88	✓ Y	10	✓ 509021	"
8/20/25	Double Tree Hotel	Parking for State Transit Conference *	\$ 18.88	✓ Y	10	✓ 509021	"
8/20/25	Double Tree Hotel <i>John P.</i>	Hotel Stay for State Transit Conference *	\$ 745.14	✓ Y	11	✓ 509021	"
8/28/25	Walmart	Ice for Ops Outreach Event *	\$ 11.94	✓ Y	20	504220 ✓	operating supplies
TOTAL			\$ 815.92	✓			

Don't forget to attach original receipts

Signature *Amy Asher*

Date *9/3/25*

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 6C – *Actionable*
Subject: Columbia Bank Commercial Card Account Program
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Background:

For several years, U.S. Bank credit cards were issued to certain employees by Mason Transit Authority. MTA has reviewed the benefits of U.S. Bank issuing the credit cards and measured them against the benefits of Columbia Bank. MTA believes it is appropriate to close our U.S. Bank credit card account and open a Commercial Card Account with Columbia Bank for the following reasons:

- Columbia Bank is a local business.
- Columbia Bank has account management that can be individually tailored to fit client needs, rather than the other way around.
- Columbia Bank provides different security level options appropriate for staff as determined by the General Manager and Finance Manager.

Prior to entering their Commercial Card Account program, Columbia Bank requires that it must have a Board approved resolution authorizing the Board Chair to sign any necessary agreements as well as other provisions that are included in the resolution.

Previously staff provided Columbia Bank with the following:

- A copy of MTA's Credit Card Use Policy (POL-401) that authorizes the Finance Manager with, among other responsibilities, selection of the card provider.
- Resolution No. 2021-19 authorizing Amy Asher, General Manager, granting her signing authority for any and all other accounts with Columbia Bank that would typically require the signature of the MTA General Manager.

Columbia Bank has required this extra level of authority by the MTA Board in addition to the above.

Legal Counsel has reviewed and approved the agreement.

Summary: Approve Resolution No. 2025-09 authorizing the Board Chair to sign necessary Columbia Bank agreements.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2025-09 authorizing MTA's Board Chair to sign Columbia Bank's agreements of initiating its Commercial Card Account program.

This Commercial Card Account Agreement (this "Agreement") sets forth the terms of the Columbia Bank Commercial Card

Account for _____ ("Company") and is entered into effective as of _____ (the "Effective Date"). The Account has been opened in the name of Company pursuant to the credit application submitted by Company ("Application") to Columbia Bank (together with its successors and assigns, "Bank") pursuant to which Commercial Cards will be issued for extensions of credit by Bank in accordance with the terms of this Agreement.

1. **Definitions.** In this Agreement the following definitions shall apply:

"Account" means the commercial card account established pursuant to this Agreement that includes, collectively, each individual credit card account established in connection with a Commercial Card issued pursuant to this Agreement and for which Company is fully liable in accordance with this Agreement.

"Annual Percentage Rate" or **"APR"** means an annualized rate of Finance Charge, as determined by Bank.

"Authorized Officer" means each individual who signed the Application and/or this Agreement on behalf of Company and such other individuals as may be authorized by the Company from time to time.

"Cash Advance" means a Transaction to obtain a cash loan from Bank or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, merchant or otherwise) and/or a loan from Bank through use of any checks or drafts Bank may provide for drawing funds from Bank to be posted as Cash Advances on the Account (any surcharges charged by any owner or operator of any ATM, merchant or by Bank, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance).

"Commercial Card" means each Visa[®] credit card that is issued to a Commercial Cardholder under the Account pursuant to this Agreement.

"Commercial Cardholder" means an employee of Company who is designated by Company to receive a Commercial Card and who holds a Commercial Card to effect Transactions during the term of this Agreement.

"Commercial Cardholder Agreement" means the Commercial Cardholder Agreement that applies to each Commercial Card and whose terms bind a Commercial Cardholder.

"Company" has the meaning given such term in the introductory paragraph of this Agreement.

"Digital Wallet" means a digital wallet, such as Apple Pay[®], Samsung Pay[®], Google Pay[®], or Amazon One[®], or any other electronic payment system into which a Commercial Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system or any other biometric payment system into which a Commercial Card may be enrolled.

"Finance Charge" means any charge to the Account by Bank that is calculated and assessed in accordance with this Agreement or a Commercial Cardholder Agreement.

"Initial Term" means the period commencing on the Effective Date and continuing for a period of _____.

"Purchase" means a Transaction made to purchase or lease goods or services, or pay amounts Company or any Commercial Cardholder owes (excluding Cash Advances).

"Periodic Statement" or **"Billing Statement"** means a written record of the activity on the Account (purchases, payments, fees, etc.) anticipated to be supplied to Company by Bank on a monthly basis or at set intervals such as weekly or bi-weekly.

"Pricing Information" means the pricing information set forth on the last page of this Agreement, as such pricing information may be changed or updated from time to time by Bank in its sole discretion as set forth on the last page of this Agreement.

"Renewal Term" means each one-year renewal period following the Initial Term or such other renewal period determined by Bank.

"Transaction" means any Account activity that has a debit value.

2. **Acceptance of this Agreement.** Upon an Authorized Officer's execution of the Application, the issuance of a Commercial Card, use of Commercial Card or establishment of the Account, the Company agrees to be bound by this Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Commercial Cards and/or the Account as may be posted on Bank's website or otherwise made available to Company and as amended from time to time. Company represents and warrants that (a) Company has all necessary corporate or applicable organizational authority and has taken all action necessary to enter into this Agreement and to perform Company's obligations hereunder, (b) this Agreement has been duly executed and delivered by Company and is a legal, valid, and binding obligation, enforceable against Company in accordance with the terms hereof, and (c) the Authorized Officer signing is duly authorized to execute and deliver this Agreement on Company's behalf.

3. **Ownership of Commercial Cards.** Each Commercial Card remains the property of Bank. Bank can revoke Company's and/or any Commercial Cardholder's right to use a Commercial Card or the Account at any time. Bank may do this with or without cause and without giving Company or the applicable Commercial Cardholder notice. Upon revocation by Bank of a Commercial Cardholder's right to use a Commercial Card or the Account, Commercial Cardholders must immediately discontinue use of the Commercial Cards and shall, upon request by Bank, destroy the Commercial Cards.
4. **Program Administration.** Company shall designate in writing to Bank a Program Administrator to actively manage the Account on Company's behalf. If not specifically designated by Company, the Program Administrator shall be the first Authorized Officer listed in the signature block of the Application. Company agrees and acknowledges that such Program Administrator is duly authorized by Company to act on Company's behalf with respect to the Account, and that Bank may rely on all directions and information Bank receives from the Program Administrator regarding the Account, including issuance of Commercial Cards to employees of Company. The Program Administrator's responsibilities shall include:
 - (a) Conducting maintenance on the Account;
 - (b) Collecting Commercial Card request forms, ensuring proper authorization of Commercial Cardholders, and facilitating new Commercial Card orders;
 - (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
 - (d) Accessing and monitoring spending reports for the Account;
 - (e) Regularly auditing Company's expense management program to ensure compliance with Company policies;
 - (f) Maintaining appropriate internal Company forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials for the Account consistent with this Agreement, the Commercial Cardholder Agreements and the other terms and conditions governing the Account;
 - (g) Maintaining hierarchical approval of all Purchases;
 - (h) Being familiar with all aspects of the Account and each Commercial Card;
 - (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under this Agreement;
 - (j) Upon request, providing Bank with such information and documentation as Bank may deem necessary to protect Bank's interests;
 - (k) Promptly advising Bank of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect and destroy the associated Commercial Card; and
 - (l) Immediately notifying Bank by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Account.
5. **Scope of Commercial Card Program.** This Agreement shall apply to Cash Advances and Purchases by Company, its subsidiaries, divisions, or affiliates as approved by Bank, and Commercial Cardholders. Bank is a card-issuing member of Visa[®], USA, Inc. and Visa[®] International and may issue credit cards and establish credit card accounts to designated employees of Company as set forth in this Agreement. Company will designate employees who are to receive Commercial Cards and become Commercial Cardholders, and unless Bank notifies Company to the contrary, Bank will issue Commercial Cards to such employees. Unless Bank notifies Company to the contrary, or a Commercial Card has been terminated as provided herein, all Commercial Cards will expire upon termination of this Agreement. Bank may elect in its sole discretion not to issue a Commercial Card to an employee that Company wishes to receive such Commercial Card. Any or all charging privileges may also be withdrawn with or without cause at any time and with or without notice.
6. **Use of Account.** Company and the Commercial Cardholders may use the Account for Purchases and Cash Advances wherever the Commercial Card is honored. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any transaction that is primarily for personal, family or household purposes. Company and Commercial Cardholders will not conduct or attempt to conduct any Transaction that conceals or attempts to conceal the nature of the Transaction or circumvents provisions of this Agreement (for example, and without limitation, conducting gambling transactions or Cash Advances as Purchases). Company agrees to accept credits to the Account instead of cash refunds when the original Purchase was charged to the Account. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any illegal transactions. In addition, if a Purchase is made using the proxy payment service of Priority Technology Holdings, Inc., then the Company and Commercial Cardholders shall not use such services in connection with any illegal transactions, and Priority Technology Holdings, Inc. shall be a third-party beneficiary of this prohibition of such use. Company acknowledges that Bank provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Bank is not responsible for the manner in which the Commercial Cards are used. Bank may authorize Commercial Cardholders to use Commercial Cards through a Digital Wallet. Use of Commercial Cards through a Digital Wallet is subject to Bank's Digital Wallet Rules and Regulations posted on Bank's website, as amended from time to time.

7. **Refusal to Honor Commercial Card.** Bank will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Bank also reserves the right to deny authorization of any Purchase or Cash Advance. Except as otherwise required by applicable law or regulation, Bank will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Account.
8. **Obligations on the Account.** Bank is authorized to pay and charge the Account for all Purchases and Cash Advances made or obtained by any Commercial Cardholder or anyone authorized to use a Commercial Card or the Account. Company promises to pay Bank for all of these Transactions, plus any related Finance Charges assessed on the Account and any other charges and fees that Company may owe Bank under the terms of this Agreement and any charges and fees that Commercial Cardholders may owe Bank under the terms of the applicable Commercial Cardholder Agreement. Company will be obligated to pay Transactions posted to the Account whether resulting from (a) actual use of a Commercial Card, (b) mail order or telephone, computer or other electronic Purchases made without presenting the Commercial Card, (c) use of a Commercial Card through a Digital Wallet, and (d) any other circumstance where a Transaction is authorized by Company or a Commercial Cardholder, or authorized by someone else with apparent authority to effect a Transaction to the Account.
9. **Statements.** Bank will send each Commercial Cardholder a statement at the end of each billing cycle in which the Account reflects a debit or credit balance for a Commercial Cardholder (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under the applicable Commercial Cardholder Agreement, net of any payments and credits, as shown on such Commercial Cardholder's Billing Statement (such amount for such Commercial Cardholder, the "New Balance")) or if a Finance Charge has been imposed. Among other things, the Periodic Statement will: itemize Transactions, credits and adjustments; show any Finance Charges; and set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date").
10. **Payments. Individual Billing.** If individual billing is selected, Bank will bill each Commercial Cardholder for such Commercial Cardholder's New Balance, which amount is due in full, on or before the Payment Due Date identified therein. Notwithstanding that Bank will bill each Commercial Cardholder for such Commercial Cardholder's New Balance, Company is responsible for full payment of the New Balance for each Commercial Cardholder on or prior to the Payment Due Date, independent of any agreement or program for reimbursement that may exist between Company and Commercial Cardholders and independent of any attempts of Bank to bill or collect the New Balance from a Commercial Cardholder.

Central Billing. If central billing is selected, Bank will bill Company for all New Balances under the Account, and Bank will send each Commercial Cardholder a Billing Statement showing the applicable New Balances for informational purposes. Company will pay Bank directly the total amount of all New Balances under the Account, as shown on the applicable Periodic Statement.

General Terms for Both Billing Methods. All payments must be made in U.S. Dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. Company and each Commercial Cardholder agree not to deduct or withhold, without Bank's prior written approval, any amount shown as due on a Billing Statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Bank's rights to payment in full. Company and each Commercial Cardholder agree that payment terms set forth herein supersede any agreement with regard to payment terms established between Company or any Commercial Cardholder and the seller of goods or services or any payment terms that might be imputed to Company or any Commercial Cardholder and the seller under applicable law for goods or services purchased using Commercial Cards. Subject to any mandatory provisions of applicable law, all payments made on the Account will be applied to balances in the Account in the manner Bank determines. In general, Bank applies payments to lower APR balances before higher APR balances, which means, among other things, finance charges will increase if Transactions are made that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Account may be delayed. If this happens, additional charges may be imposed.
11. **Cash Advances.** Upon consent by Company, a Commercial Cardholder may use the Commercial Card to obtain Cash Advances.
12. **Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on the Commercial Cardholder's Billing Statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

Bank calculates the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current Transactions). The "average daily balance" equals the sum of "daily balances" during the billing cycle divided by the total number of days in the billing cycle. The "daily balance" for each day equals the beginning balance of Cash Advances for such day (including any past due Finance Charges on Cash Advances), plus any new Cash Advances during such day, less any applicable payments or credits made during such day.

The **Annual Percentage Rate or APR** for Cash Advances currently is **23.99%**. Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to Company and/or the Commercial Cardholder. The minimum **Finance Charge** on combined Cash Advance and Purchase balance is **\$1.00**.

Bank calculates the Finance Charge on Purchases by applying the periodic rate to the “average daily balance” of Purchases (excluding current Transactions). The “average daily balance” equals the sum of “daily balances” during the billing cycle divided by the total number of days in the billing cycle. The “daily balance” for each day equals the beginning balance of Purchases (including any Finance Charges on Purchases) for such day, less any applicable payments or credits made on such day. The calculation of “daily balance” does not include any new Purchases made on the applicable day.

The **Annual Percentage Rate or APR** for Purchases currently is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to Company and/or the Commercial Cardholder. The minimum **Finance Charge** on the combined Purchase and Cash Advance balance is **\$1.00**.

If “special” Finance Charge offers are in effect from time to time, Bank will separately identify them on the Periodic Statement and separately disclose on the Periodic Statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above. Any such special Finance Charge arrangements may be forfeited if Company or any Commercial Cardholder breaches, or is in default under, this Agreement, a Commercial Cardholder Agreement or any other agreement governing use of the Account, in which case the above described APRs may apply.

13. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa®USA, Inc. or its affiliates (“Visa®”), using Visa® currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date of use of the Commercial Card. A conversion international transaction charge will be charged to the Card for Transactions in foreign currencies. In addition, an International Transaction Fee in the amount set forth in the Pricing Information will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S.
14. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to the Account:
 - (a) **Late Fee.** If payment is not received by the Payment Due Date shown on the Commercial Cardholder’s Billing Statement, a late payment fee in the amount set forth in the Pricing Information may be charged. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder’s New Balance is not paid by the applicable Payment Due Date.
 - (b) **Return Check Fee.** If a financial institution does not honor the check, ACH withdrawal or other payment method used to pay amounts owing under a Commercial Cardholder Agreement or Bank must return a check because it is not signed or is otherwise irregular, Bank may charge a return check fee in the amount set forth in the Pricing Information. For the avoidance of doubt, this return check fee applies to each instance where a check, ACH withdrawal or other payment method used that is not honored.
 - (c) **Payment by Phone Fee.** Bank may charge a fee in the amount set forth in the Pricing Information if Company or a Commercial Cardholder makes a payment through a phone call to Bank.

Pricing Information may be changed from time to time through disclosures posted on Bank’s website or otherwise made available to Company.

When a Commercial Cardholder uses an ATM not owned by Bank, there may be a fee charged by the ATM operator, Bank or by any network used to complete a Transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged with Bank, any late payment, returned check, or payment by phone will be added to the Commercial Cardholder’s Purchase balance and be treated as a Purchase.

15. **Default.** Company will be in default if:
 - (1) Company fails to comply with this Agreement or a Commercial Cardholder fails to comply with the Commercial Cardholder Agreement,
 - (2) Company fails to meet any other obligations to Bank, howsoever arising (i.e., whether related or unrelated to this Agreement or the Account), including, but not limited to any other obligations Company has to Bank, as borrower, guarantor, pledgor, grantor or in any other capacity, under any note, account agreement, guaranty, business loan agreement, commercial security agreement, deed of trust or other loan document or credit agreement,
 - (3) the occurrence of an event or circumstance comprising a default in the payment or performance of any term or condition of any credit agreement, note, security agreement, mortgage, deed of trust, deed to secure debt, or other agreement or instrument evidencing or securing any other indebtedness, liabilities or obligations of Company,

- (4) a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against Company or any Commercial Cardholder,
- (5) in any period, Bank does not receive the amount due by the Payment Due Date for any Commercial Card,
- (6) any Commercial Cardholder exceeds his or her credit line or Company's overall credit line is exceeded,
- (7) Company is dissolved, consolidated or merged, or a change in control of the ownership of Company or any of its affiliates occurs,
- (8) any guarantor of this Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Agreement,
- (9) any guarantor of this Agreement fails to comply with any term, obligation, covenant or condition contained in its guaranty, or
- (10) Bank believes in good faith that the payment or performance of Company's or any Commercial Cardholder's obligations to Bank is impaired for any reason.

If Company or any Commercial Cardholder is in default, Bank may, at its option, restrict some or all further Account activity. Bank may also, at its option, demand immediate payment of the full balance of the Account and take any available legal action. If Company or any Commercial Cardholder is in default and fails to pay any amount owed, Company will be liable for Bank's collection costs and, if the claim is referred to an attorney for collection, Company will also be liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. Nothing herein shall limit Bank's right to terminate any or all Account privileges as otherwise provided in this Agreement. Bank will not be obligated to honor any attempted use of any Commercial Card if a default has occurred under this Agreement or under or if Bank has decided to suspend or terminate the Commercial Card or Account privileges.

16. **Liability.** Company shall be liable for all Purchases, fees, Cash Advances and other charges incurred or arising by virtue of the use of the Account whether or not authorized. The Program Administrator shall notify Bank by telephone (with written confirmation) of the termination of employment of any Commercial Cardholder or any lost or stolen Commercial Card. Based upon Standard Industry Classifications ("SIC") or Visa® Merchant Category Codes ("MCC") and as agreed to by Company, Bank shall consider requests to establish charge authorization procedures in order to cause certain Transactions to be refused or denied. Bank may monitor Account activity in order to assist Company in detecting Transactions which are outside of usage procedures established by Company or Authorized Officer; provided, Company will bear any incremental costs borne by Bank to monitor Transaction activity and assist Company in detecting such Transactions, including allocated cost of personnel needed to administer such functions, and provided that Bank shall have no liability regarding any failure or alleged failure on its part to detect any Transactions which are outside of usage procedures established by Company or otherwise unauthorized or improper.
17. **Billing Disputes.** Disputes regarding charges or billings in connection with the Account shall be communicated in writing to Bank at the address indicated in Section 18. Oral communications with Bank regarding disputed charges or billings may not preserve Company's rights. Communications should include the Commercial Cardholder name and account number related to the Commercial Card, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of the Billing Statement on which the disputed or incorrect charge first appeared or Company will be deemed to have accepted them and waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with a Commercial Card, and billing errors on the Periodic Statement. Company and the Commercial Cardholder are responsible for handling any dispute directly with the merchant that accepted or refused to accept a Commercial Card. Company may not assert disputes with a merchant against Bank. Any such dispute is solely between Company and the Commercial Cardholder and the merchant, and Company and the Commercial Cardholder must still pay the total amount of the sales draft plus any appropriate charges Bank may be authorized to make. Bank will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but Bank will not be responsible for resolving or correcting them.
18. **Notice and Communication.** Billing Statements will be sent to Company at the physical address shown in Bank's files or by an electronic statement to the email address for Company shown in Bank's files. Bank can provide any notice required under this Agreement or required by law at the physical address for Company shown in Bank's files, through electronic notice given to any email address for Company provided to Bank, or by telephone at any telephone number for Company provided to Bank. Such notices may refer to a link on Bank's website and Company agrees to access such link and read the content on the webpage to which it is directed, or contact Bank to receive a hardcopy of such notification. Company agrees to inform Bank promptly in writing of any change in physical address, email address or telephone number. Bank may, in its discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Bank must be directed to: Columbia Bank, LB1181, PO Box 35142 Seattle, WA 98124-5142, or by calling 1-866-777-9013. If Company has a dispute with Bank, contacting Bank verbally may not preserve Company's rights.

19. **Internet Access and Account Information.** Bank may permit access to certain information regarding the Account via the internet and may provide certain advance reporting regarding the Account. Such internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and Company hereby agrees to be bound thereby. Bank may, in its sole discretion, at any time and without prior notice, discontinue providing such internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK. If Bank elects to provide Company access to certain information regarding the Account via the internet or provides any advance reporting regarding the Account, Company will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and Company agrees to accept full liability for any changes made to the Account using such internet services.
20. **Proprietary Information.** Bank considers the Commercial Card program to be a unique service involving Bank's proprietary information. Company agrees that Commercial Card program reports, manuals, documentation (including, without limitation, this Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
21. **Renewal; Termination.**
- (a) Following the expiration of the Initial Term, this Agreement will automatically renew for successive Renewal Terms unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current term or unless earlier terminated pursuant to this Section 21.
 - (b) At any time without cause, either party may terminate this Agreement upon ninety (90) days prior written notice; provided, however, that if Company terminates this Agreement pursuant to this Section 21(b), Company shall pay an amount equal to (i) \$5,000 if terminated during the first six months of the Initial Term or \$2,500 if terminated during the sixth through eighteenth month of the Initial Term, plus (ii) a pro rata portion (based on the number of months remaining in the Initial Term at termination divided by the total number of months in the Initial Term) of any signing bonus, incentive or rebate provided to Company upon commencement of this Agreement.
 - (c) Bank may immediately terminate this Agreement if Company fails to pay any amount due hereunder, is in default or otherwise breaches any of its obligations hereunder.
 - (d) All Commercial Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.

Upon termination of this Agreement, Company shall instruct all Commercial Cardholders to immediately destroy and cease use of the Commercial Cards. Company and the Commercial Cardholders shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Commercial Card prior to the termination date.

Bank shall have the right to suspend all services and obligations under this Agreement in the event that the amount due from Company, as the result of Purchases, fees, Cash Advances and other such charges, exceeds the credit limit established by Bank.

Upon termination of this Agreement, all amounts outstanding under the Account shall be immediately due and payable, without further demand or notice.

The provisions of this Agreement shall survive termination of this Agreement as their context may naturally dictate. Notwithstanding the foregoing or any other provision in this Agreement, Bank may limit, suspend, or terminate Company's privileges under this Agreement or the privileges of any Commercial Cardholder under a Commercial Cardholder Agreement (and list the Commercial Card and the Account in warning directories) at any time without notice or liability.

22. **Credit Worthiness.** Bank reserves the right to:
- (a) Determine the creditworthiness of Company periodically by obtaining financial statements from Company;
 - (b) Determine the appropriate maximum credit limit under the Account and the appropriate maximum credit limit for each Commercial Cardholder;
 - (c) Request a guaranty of payment, pledge of collateral, or other similar security from Company or its subsidiaries or affiliates based on the review of Company financial statements;
 - (d) Approve or decline the issuance, renewal, or replacement of a Commercial Card to any person in Bank's sole discretion; and
 - (e) Cancel, suspend or limit spending on any Commercial Card at any time for any reason or no reason, subject to the notice requirements set forth in Section 21 of this Agreement.

23. **Warranties.** Company warrants that:
- This Agreement constitutes a valid, binding and enforceable agreement of Company;
 - The execution and delivery of this Agreement and the performance of its obligations under this Agreement are within Company's powers; have been duly authorized by all necessary action; and do not constitute a breach of any agreement of Company with any party;
 - The execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by Company of any duty arising in law or equity or otherwise; and
 - Company is solvent and possesses the financial capacity to perform all of its obligations under this Agreement.
- Failure of any of the above representations and warranties to be true and correct in all respects during the term of this Agreement shall constitute a breach of this Agreement, and Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable, without further demand or notice.
24. **Collateral.** This Agreement shall be secured by any and all personal property granted to Bank under any security agreement securing other indebtedness owed by the Company to Bank, except for titled vehicles and Company hereby grants Bank a security interest in the personal property described in such security agreements to secure all obligations of Company under this Agreement. However, in no event shall the obligations of the Company under this Agreement be secured by real property.
25. **Financial Information.** Bank may elect to defer to Financial Information contained within an active commercial borrowing agreement between the Company and Bank. If Company does not have an existing commercial borrowing agreement with Bank, then Company shall deliver to Bank as soon as available, and in any event not later than one hundred and twenty (120) days after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants selected by Company. If audited financials are not available, Bank, in its sole discretion, may accept reviewed or prepared financial statements. Company further agrees to provide to Bank from time-to-time, such other information regarding the financial condition of Company as Bank may reasonably request. Company hereby authorizes Bank to request credit reports in connection with the issuance and use of the Commercial Cards. Information concerning Company's credit history with Bank may be furnished to consumer reporting agencies or others who may properly receive that information.
26. **Unauthorized Transactions.** Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or personal identification numbers or codes (PINs). Company will promptly notify Bank of any actual or suspected breach of security or unauthorized activity involving the Commercial Cards or the Account (whether or not involving employees of Company). Company must establish, maintain, and follow commercially reasonable security procedures regarding the Commercial Cards and the Account.
27. **Trademarks.** Company and Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Company and Bank each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.
28. **Amendment.** Bank can amend this Agreement at any time upon notice to Company. Subject to the requirements of applicable law, any amendments to this Agreement will become effective at the time stated in the notice to Company and unless specified otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in the Account as well as new Transactions. Use of any Commercial Card by a Commercial Cardholder after the effective date of the change constitutes acceptance of the change. Company shall have no right to amend this Agreement without the prior written consent of Bank.
29. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
30. **Non-Waiver.** Bank can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting to have the same effect without losing or in any way impairing any of Bank's rights. Bank can also delay enforcing its rights for any length of time and for any number of times without losing or in any way impairing those or any other rights. The fact that Bank may at any time honor a Purchase or Cash Advance in excess of a credit line does not obligate Bank to do so again, nor does it waive any of Bank's rights or remedies regarding any breach of this Agreement. Without limiting the foregoing, the delay or failure of Bank to exercise any right, power or option, or to insist upon strict compliance with any term of this Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Agreement, nor a waiver of that or any other breach thereof, nor a waiver of Bank's right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Bank unless it is expressly stated in a writing signed by Bank.

31. **Survivability of Payment Obligations, Rights and Remedies.** The obligation of Company to make payments as herein set forth shall continue until fully performed. Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement, including any rights Company or Bank may have with respect to each other arising out of either party's performance of services or obligations prior to the expiration or termination of this Agreement.
32. **DISCLAIMER.** BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO COMPANY OR ANY COMMERCIAL CARDHOLDER WITH RESPECT TO THE ACCOUNT, THE COMMERCIAL CARDS, THIS AGREEMENT OR ANY COMMERCIAL CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL BANK SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (i) BANK WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (ii) BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN BANK'S REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND BANK'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (iii) BANK WILL NOT BE LIABLE FOR ANYTHING RELATING TO THE ACCOUNT, COMMERCIAL CARDS OR THIS AGREEMENT EXCEPT TO THE EXTENT DIRECTLY ARISING AS A RESULT OF BANK'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED BANK HAS COMPLIED WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF ANY COMMERCIAL CARD, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE PROVIDED BY BANK.
34. **Governing Law.** This Agreement, the Account and all Commercial Cards will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.
35. **Venue.** If there is a dispute or issue relating to the Account or to this Agreement, the location of the court proceeding will occur in the state where Company opened the Account and the county will be chosen by Bank in its sole discretion.
36. **Assigns & Successors.** Company may not assign, in whole or in part, any Commercial Card, the Account, or this Agreement to any other person or entity. Bank may at any time assign, in whole or in part, the Account, any sums due under the Account, or this Agreement to any person or entity. The person or entity receiving any such assignment shall succeed to Bank's rights and obligations under this Agreement to the extent assigned. Except as otherwise provided herein, this Agreement shall be binding upon the parties' successors and assigns.
37. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity. To the extent permitted by applicable law, Bank reserves a right of setoff in all Company's accounts with Bank (whether checking, savings or other), including all existing accounts and all such accounts that may be opened in the future. Company authorizes Bank, to the extent permitted by applicable law, to charge or setoff all sums owing under the Account against any and all such accounts, and, at Bank's option, to administratively freeze all such accounts to allow Bank to protect Bank's charge and setoff rights provided in this Section, at law or otherwise.
38. **Entire Agreement.** This Agreement, along with the related credit application documents, Commercial Cardholder Agreements, and other related agreements, is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
39. **Confidentiality.** Bank may disclose information to third parties about the Account and/or the Transactions in order to process Transactions or otherwise perform Bank's obligations under this Agreement, to verify the existence and condition of the Account for a third party (such as a credit bureau or merchant), to comply with government agency or court orders, or in accordance with written permission granted by Company.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

PRICING INFORMATION

Interest Rates and Interest Charges	Purchase Annual Percent Rate (APR)	A fixed APR, currently 21.99%.
	Cash Advance APR	A fixed APR, currently 23.99%.
	Balance Calculation Method	Average Daily Balance (Including new purchases).
	Minimum Interest Charge per Billing Cycle	\$1.00 unless Average Daily Balance for combined Purchases and Cash Advances is zero.
	Payment Due Date	Bank will not charge interest on purchases if the entire balance is paid by the due date as outlined below. Interest on balance transfers, cash advances, and overdraft advances will begin on the transaction date. <i>Monthly Cycles:</i> The due date as shown on the Periodic Statement will be a minimum of 25 days after the close of each billing cycle. <i>Weekly or Bi-weekly Cycles:</i> The due date as shown on the Periodic Statement will be 5 days after the close of each billing cycle. Automatic payment required. <i>Daily Settlement</i> requires automatic payment of daily balances with no grace period.
Fees	Annual Fee	Columbia Commercial One Card: No Fee. Columbia Visa Commercial Preferred Solution: \$525.
	Balance Transfer	Not available.
	Cash Advance	Either \$15 or 5% of the amount of each transaction, whichever is greater.
	International Transaction	2.00% of transactions made outside the U.S., in either foreign currency or U.S. Dollars, using an Columbia Bank card.
	Late Payment	\$15 if the balance is less than \$100. \$35 if the balance is \$100 or more.
	Payment by Phone	\$10
	Return Payment	\$35
	Return Check	\$35
	Custom Card Design Fee	\$500 one-time setup fee. (Waived with minimum \$2MM annual spend)
	Expense Management Fees	Visa Spend Clarity for Enterprise \$1,500 one-time setup fee. \$100 monthly maintenance fee. (Fees only apply when opting into Visa Spend Clarity)
Reporting and Data Transfer Fees	Determined based on client's file and data requirements	

The above information is current, effective November 1, 2024, and is subject to change at any time without prior notice. To receive the most recent information, please write to Columbia Bank, LB1181, PO Box 35142, Seattle, WA 98124-5142 or access Bank's website at www.columbiabank.com/disclosures.

COMPANY:		COLUMBIA BANK
AUTHORIZED SIGNER	AUTHORIZED SIGNER	
SIGNATURE	SIGNATURE	ASSOCIATE SIGNATURE
PRINT NAME	PRINT NAME	ASSOCIATE NAME
TITLE	TITLE	ASSOCIATE TITLE
DATE	DATE	DATE

This agreement requires a minimum of one (1) signature by an authorized signer of Company. Any and all signers must be authorized to sign on behalf of Company.

RESOLUTION NO. 2025-09

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AUTHORIZING THE BOARD CHAIR TO SIGN INITIAL NECESSARY
AGREEMENTS RELATING TO COMMENCING COLUMBIA BANK'S
COMMERCIAL CARD ACCOUNT PROGRAM.**

WHEREAS, after review of benefits of moving its credit card program from its current provider to Columbia Bank, the Mason Transit Authority Board agrees with staff to move its credit card program to Columbia Bank;

WHEREAS, Columbia Bank has requested that MTA's Board Chair sign necessary agreements to commence its Commercial Card Account program; and

WHEREAS, following the execution of those agreements, the following shall remain in effect for purposes of signature and management authority:

- MTA's Credit Card Policy (POL-401) authorizing the Finance Manager responsibilities; and
- Resolution No. 2021-19 authorizing Amy Asher, General Manager granting her signing authority for any and all other accounts with Columbia Bank that would typically require the signature of the MTA General Manager.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that MTA's Board Chair is hereby granted authority to sign the necessary and customary agreements to initiate the Columbia Bank Commercial Card Account Program; and

BE IT FURTHER RESOLVED that MTA's policies and resolutions relating to credit cards and signature authorities shall be observed and remain in effect.

Adopted this 16th day of September, 2025.

John Sheridan, Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Randy Neatherlin, Authority Member

Ryan Spurling, Authority Member

Pat Tarzwell, 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: Consent Agenda – Item 6D – *Actionable*
Subject: 2025 Certifications and Assurances
Prepared by: Amy Asher, Finance Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

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 Transportations (WSDOT).

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

Legal Counsel has reviewed and approved the Certifications and Assurances.

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 MTA's Board Chair to sign the FTA Fiscal Year 2025 Certifications and Assurances to acknowledge compliance as required.



September 16, 2025

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 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, Mason Transit Authority 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. Mason Transit Authority's transportation employees are represented as follows:

IAM and AW District 160
2121 – 70th 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.

Mason Transit Authority 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,

John Sheridan
Board Chair
Mason Transit Authority

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 not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

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, including any amendments thereto;
 - (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 sub-agreements.
- (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. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
 - (3) For public institutions, a higher threshold is consistent with State law.

1.5. 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; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. 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.

1.6.1. 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.

1.6.2. 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.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

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., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, 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. 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.

4.1. 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 thirdparty 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.

4.2. 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 5. 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 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. 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.

6.2. 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 established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) 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 7. 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 8. 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. § 5311(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 9. 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 10. 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 7 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 8 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 7 or Category 8.

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 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(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 11. 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 7 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 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, 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 12. 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 13. 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 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 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 7, 9, and 12 by reference.

CATEGORY 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 this Category, 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 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. 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.

FEDERAL FISCAL YEAR 2025 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:

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

- 12 State of Good Repair Grants _____
- 13 Infrastructure Finance Programs _____
- 14 Alcohol and Controlled Substances Testing _____
- 15 Rail Safety Training and Oversight _____
- 16 Demand Responsive Service _____
- 17 Interest and Financing Costs _____
- 18 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 19 Tribal Transit Programs _____
- 20 Emergency Relief Program _____

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 seek in the future, of 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 John Sheridan, Board Chair Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the 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.

Washington State Department of Transportation

FTA FUNDING SOURCES - SECTIONS 5309, 5311, and 5339

SUBRECIPIENT SERVICE AREA INFORMATION

FTA ID (if any)	SUBRECIPIENT INFORMATION	Labor Organizations representing your employees and/or those of your Contractor	Other Public Transit Provider(s) in your Service Area (commuter rail or bus, paratransit, fixed route, etc)	Labor Organizations of Other Service Area Public Transit Providers
	Your Organization's Name			
	Mason Transit Authority	International Association of Machinists and Aerospace Workers, Lodge 160	Intercity Transit	International Association of Machinists and Aerospace Workers, Lodge 160
	Contact			
	Amy Asher, General Manager	Zac Collins	Emily Bergkamp	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	360-705-5889	206-762-7990
	Email			
	aasher@masontransit.org	zac@iam160.com	ebergkamp@intercitytransit.com	zac@iam160.com
			Intercity Transit (continued)	Amalgamated Transit Union Local 1765
				Mark Neuville
				905 Columbia Street SW
				Olympia, WA 98501
				360-229-9869
				president.ba@atu1765.org
			Kitsap Transit	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, Vice President
			(360) 478-5865	206-448-8588
				206-448-4482 (fax)

A	B	C	D	E	F	G	H
1	Washington State Department of Transportation						
2	FTA FUNDING SOURCES - SECTIONS 5309, 5311, and 5339						
3	SUBRECIPIENT SERVICE AREA INFORMATION						
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40							
41				AngelaM@KitsapTransit.com	vicepresident1@atu587.org		
42							
43				Kitsap Transit <i>(continued)</i>	Machinists Union District 160		
44					<i>(representing Maintenance)</i>		
45					Larry Stenseth		
46					922 Park Avenue		
47					Bremerton, WA 98337		
48							
49					206-762-7990		
50					360-471-7703		
51							
52					larry@iam160.com		
53							
54							
55							
56							
57							
58							
59							
60							
61				Jefferson Transit	Amalgamated Transit Union, Local 587		
62							
63				Nicole Gauthier, General Manager	Representing Dial-A-Ride, Routed Operators, Dispatchers, Maintenance and Facilities		
64							
65				634 Corners Road	2815 Second Avenue		
66				Port Townsend, WA 98368	Suite 230		
67					Seattle, WA 98121		
68					Greg Woodfill, President		
69							
70				360-385-3020, Ext. 107	206-448-8588		
71					206-448-4482 (fax)		
72							
73				ngauthier@jeffersontransit.com	president@atu587.org		

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7A – *Actionable*
Subject: POL-205 Public Records Request Policy
Prepared by: Tracy Becht, Public Records Officer
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Background:

This update to MTA’s Public Records Request Policy relates to circumstances, timelines and responses to reconsideration appeals and the ultimate decision of MTA’s General Manager is considered final.

For public records requests that are denied in whole or in part or redacts produced records, the requester may appeal the decision within five (5) days for reconsideration. It also provides that MTA shall review and complete the reconsideration process within seven (7) days. If the records request is still considered denied, in whole or in part, or denies removing the redactions, the decision of MTA’s General Manager is considered final.

This policy has been reviewed and approved by Legal Counsel. The policy has also been reviewed by the Policy Committee at their July 29, 2025 meeting and they recommend approval.

Summary: Update the Public Records Request Policy (POL-205).

Fiscal Impact:


None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2025-10 rescinding Resolution No. 2019-35 and approve the attached POL-2025 Public Records Request Policy.

	<p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: December 17, 2019 <u>September 16, 2025</u></p> <p>Cancel: Resolution No. 201<u>49-0735</u></p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 20<u>1925-3510</u></p>
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POL-205 – PUBLIC RECORDS REQUEST POLICY

This policy applies to all persons requesting public records from Mason Transit Authority (MTA), as well as Board members, employees and volunteers relating to Mason Transit Authority records, regardless of format and location, such as on a personal device.

1.0 Policy


It is the policy of Mason Transit Authority to release records of MTA in compliance with the Public Records Act (the Act), as set forth at RCW 42.56, and any other applicable provisions of federal or state law.

The Act requires that agencies, in accordance with published rules, shall make available for public inspection and copying all public records, unless the record falls within the specific exemptions of the Act or other statute which exempts or prohibits disclosure of specific information or records. The Act’s exemptions are found in RCW 42.56.230-.480. Numerous other exemptions and disclosure prohibitions are contained in other state and federal statutes and may apply at the time the request is submitted to MTA.

The Act authorizes redaction of the records with exempt information and with certain identifying details to the extent required to prevent an unreasonable invasion of personal privacy interests RCW 42.56.070. The Act narrowly defines invasion of personal privacy as occurring only if disclosure of information about the person: 1. would be highly offensive to a reasonable person, and 2. is not of legitimate concern to the public. RCW 42.56.050. Washington’s Constitution, article I, section 7, protects unreasonable intrusion into a person’s private affairs.

2.0 Public Records Definition

Public record is defined under the Act to include any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used or retained by MTA regardless of form or characteristics. RCW 42.56.010(3). Writing is defined under the Act as: handwriting, typewriting, printing, photocopying, photographing, and any and every other means of recording; any form of communication or representation including but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion pictures, film and video recordings, magnetic or punched cards, disks, drums, diskettes, sound recordings, or other documents including existing data compilations from which information may be obtained or translated.

	<p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: December 17<u>September 16</u>, 20<u>19</u>25<u>25</u></p> <p>Cancel: Resolution No. 201<u>49</u>-<u>0735</u></p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board</p> <p>Resolution No. 20<u>19</u><u>25</u>-<u>3510</u></p>
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3.0 Request Records

No official format is required for making a records request; however, MTA recommends that a requestor submit a request as follows

- The requester may submit a completed Public Records Request Form in person to the Administration office located at 790 East Johns Prairie Road, Shelton, WA 98584, or mail it to that same address; or
- The requester may complete and submit an on-line Public Records Request Form or complete a printed form and email it to publicrecords@masontransit.org.

All requests for public records must include contact information of the requester and detailed information necessary to readily identify the public records requested.

4.0 Response to Request

All requests will be reviewed by the Public Records Officer and legal counsel.

Within five business days of the receipt of a records request, MTA shall conduct a review of the request and respond to the requestor in writing as specified therein. If MTA anticipates being unable to conduct the review within the five-day timeframe, MTA shall respond to the requester within five business days and acknowledge receipt of the request and give a reasonable estimate of the time to conduct the initial evaluation.

MTA may notify the requestor of a delay in providing records within five days in order to:

- Clarify the intent of the request;
- Locate and assemble the information requested;
- Notify third parties or agencies affected by the request; or
- Determine whether any of the information is exempt and whether a denial should be made as to all, or part, of the request.

Upon receipt of a records request MTA shall conduct a review of the request:

- 4.1 Determine whether part or the entire request is unclear. For any part of the request that is unclear, MTA shall ask the requester to clarify what information the requester is seeking. If the requester fails to clarify the request, MTA will not respond to it. For all portions of the request that do not require clarification, MTA shall complete the steps below.
- 4.2 Determine whether the request is for an identifiable existing record. The Public Records Act does not require MTA to compile or create a new record based on a



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public record request. If a request does not identify an existing record, MTA shall so inform the requester. A request for all or substantially all records prepared, owned, used, or retained by MTA is not a valid request for identifiable records

- 4.3 Determine whether the request is for a Public Record (as defined by RCW 42.56.010(3)). If the request is not for a Public Record, MTA shall so inform the requester.
- 4.4 If the request is for an identifiable Public Record, MTA shall determine whether an exemption applies to all or part of the record. If MTA believes that a record, or a portion thereof, is exempt from disclosure and should be withheld, the public records officer will state the specific exemption and provide a brief explanation of why the record is being withheld. If only a portion of a record is exempt from disclosure and the remainder is not exempt, the public records officer will redact the exempt portions and provide the non-exempt portions.
- 4.5 MTA need not make available for inspection and copying those public records which are specifically exempted from disclosure by provisions in Chapter 42.56 RCW or that are specifically exempted from public inspection and copying by other state or federal regulations.


Some records NOT available for public inspection and copying including, but not limited to:

Records which include:

- Personal information in files maintained for employees, appointees, or elected officials
 - Personnel Evaluations unrelated to acts of misconduct
 - Employee Health Files
- 4.6 Within five business days of receipt of a request (or within the time specified by MTA in its initial response to the requester), and after completing the above review, MTA shall respond to the requester in writing.

This response shall, as appropriate:

- Provide the record(s) for inspection.
- Acknowledge receipt of the request and providing a reasonable estimate of the time MTA will require to respond to the request to make them available for inspection or copying.
- Deny the request. If all or part of the request is denied, indicate which parts are denied and briefly state the reason(s).
- If necessary, ask for clarification of all or part of the request.

	<p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: December 17, 2019 <u>September 16, 2025</u></p> <p>Repeals: Resolution No. 20149-0735</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board</p> <p>Resolution No. 201925-3510</p>
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4.7 Inspection of records.

- a. Consistent with other demands, the MTA shall promptly provide space to inspect public records at MTA’s business office located at 790 E Johns Prairie Rd, Shelton, WA 98584. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requestor shall indicate which documents he or she wishes MTA to copy.
- b. The requestor must claim or review the assembled records within thirty days of MTA’s notification to him or her that the records are available for inspection or copying. MTA will notify the requestor in writing of this requirement and inform the requestor that he or she should contact MTA to make arrangements to claim or review the records. If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period or make other arrangements, MTA may close the request and refile the assembled records. Other public records requests can be processed ahead of a subsequent request by the same person for the same or almost identical records, which can be processed as a new request.

After inspection is complete, the public records officer or designee shall make the requested copies or arrange for copying. Once copied records are produced and/or ready for production, MTA shall notify requestor of applicable fees, as set forth in Resolution No. 2017-36, as amended.

5.0 Request for Records Denial

If MTA denies the request in whole or in part or redacts produced records, the requester may ~~submit the request again within~~ appeal the decision within five business days for reconsideration along with a short statement explaining why the requester believes the request should be granted. Upon request for reconsideration, the original person conducting the review and the General Manager of MTA shall review the request and, as appropriate, consult legal counsel. MTA will review and complete this process within ~~two-seven (7)~~ seven (7) business days. If a records request is still considered denied in whole, or in part or denies removing redactions, the decision, denial is considered final.

6.0 Release of Records

If the request is for the inspection of records, the compiled records shall be available for inspection by appointment during normal business hours in the administrative offices.

See Also: POL-205, POL-702, POL-703

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No original documents shall be removed from MTA. There is no charge to inspect documents. If the requester asks that copies be mailed, MTA shall notify the requester of the shipping charges and any balance owed for copying.

7.0 Electronically Stored Data and Information

Public records in the form of information or data which is electronically stored (on the memory of a computer, a diskette, a magnetic tape, a compact disk, or in other similar ways) shall be subject to public inspection and copying in the same manner as for requesting paper public records. When a requestor requests records in an electronic format, the public records officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is generally available. If MTA does not have a scanner readily available, then MTA can provide a paper copy.

8.0 Release of Payroll Information

The release of payroll information will exclude: address or phone number, social security number, voluntary deductions, marital status or dependents, and garnishment deductions.

9.0 Prohibition on Requests for Commercial Uses

This policy shall not be construed as giving authority to MTA to give, sell, or provide access to lists of individuals requested for commercial purposes, and MTA shall not do so unless specifically authorized or directed by law.


10.0 Records as Public Property

All public records are and shall remain the property of MTA. Outgoing officials and employees shall deliver such records to their successors. Public records are preserved, stored, transferred, destroyed, and otherwise managed only in accordance with this policy and applicable state law.

11.0 Index of Public Records

Pursuant to RCW 42.56.070(4) MTA need not maintain such an index, if to do so would be unduly burdensome, but it shall in that event:

- a. Issue and publish a formal order specifying the reasons why and the extent to which compliance would unduly burden or interfere with MTA operations; and
- b. Make available for public inspection and copying all indexes maintained for MTA use.

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12.0 Prohibitions and Exemptions

The Public Records Act, Chapter 42.56 RCW, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request of the Public Records Officer.

13.0 Protection of Records

If a records request is made at a time when such public records exist but are scheduled for destruction in the near future, MTA shall retain possession of the records, and shall not destroy or erase the records until the request is resolved, except as noted below.

Nothing in this policy prevents MTA from destroying information related to employee misconduct or alleged misconduct as authorized by the Local Government Common Records Retention Schedule, Washington State Archives, and Office of the Secretary of State, as presently constituted or hereafter amended.

MTA shall comply with state and federal laws affecting the maintenance and preservation of MTA records, including but not limited to the guidelines promulgated by the Secretary of the State Division of Archives and Records Management.

14.0 Disclaimer of Liability

Neither MTA nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of public records if the person releasing the records acted in good faith in attempting to comply with this policy. This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law.

15.0 Notification to Affected Persons

MTA may notify an individual that release of a record has been requested that pertains to the individual. MTA, or a person to whom the record applies, may ask a court to prevent an inspection of the record. If a court order preventing disclosure is sought, the records request is on hold until further order of the court per RCW 42.56.540.

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE PUBLIC RECORDS REQUEST POLICY (POL-205) AND
SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY ADOPTED
OR APPROVED MASON TRANSIT AUTHORITY PUBLIC RECORDS
REQUEST POLICY (POL-205), INCLUDING RESCINDING
RESOLUTION NO. 2019-35.**

WHEREAS, the Mason Transit Authority (“MTA”) Public Records Request Policy (POL-205) was previously approved by the Mason Transit Authority Board on December 16, 2019; and

WHEREAS, the policy is now being updated to clarify response timelines by MTA’s General Manager in connection with appeals relating to produced documents.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the attached revised MTA Public Records Request Policy (POL-205) is approved and shall supersede and replace in full any previously adopted or approved MTA Public Records Request Policy (POL-205), including rescinding Resolution No. 2019-35.

Adopted this 16th day of September, 2025.

John Sheridan, Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Randy Neatherlin, Authority Member

Ryan Spurling, Authority Member


Pat Tarzwell, 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

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All public records are and shall remain the property of MTA. Outgoing officials and employees shall deliver such records to their successors. Public records are preserved, stored, transferred, destroyed, and otherwise managed only in accordance with this policy and applicable state law.

11.0 Index of Public Records

Pursuant to RCW 42.56.070(4) MTA need not maintain such an index, if to do so would be unduly burdensome, but it shall in that event:

- a. Issue and publish a formal order specifying the reasons why and the extent to which compliance would unduly burden or interfere with MTA operations; and
- b. Make available for public inspection and copying all indexes maintained for MTA use.

	<p>Title: Public Records Request Policy</p> <p>Number: POL-205</p> <p>Effective: September 16, 2025</p> <p>Cancel: Resolution No. 2019-35</p> <p>Prepared by: Tracy Becht, Public Records Officer</p> <p>Approved by: Authority Board Resolution No. 2025-10</p>
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12.0 Prohibitions and Exemptions

The Public Records Act, Chapter 42.56 RCW, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request of the Public Records Officer.

13.0 Protection of Records

If a records request is made at a time when such public records exist but are scheduled for destruction in the near future, MTA shall retain possession of the records, and shall not destroy or erase the records until the request is resolved, except as noted below.

Nothing in this policy prevents MTA from destroying information related to employee misconduct or alleged misconduct as authorized by the Local Government Common Records Retention Schedule, Washington State Archives, and Office of the Secretary of State, as presently constituted or hereafter amended.

MTA shall comply with state and federal laws affecting the maintenance and preservation of MTA records, including but not limited to the guidelines promulgated by the Secretary of the State Division of Archives and Records Management.

14.0 Disclaimer of Liability

Neither MTA nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of public records if the person releasing the records acted in good faith in attempting to comply with this policy. This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law.

15.0 Notification to Affected Persons

MTA may notify an individual that release of a record has been requested that pertains to the individual. MTA, or a person to whom the record applies, may ask a court to prevent an inspection of the record. If a court order preventing disclosure is sought, the records request is on hold until further order of the court per RCW 42.56.540.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 7B – *Actionable*
Subject: Approve Consolidated Operating Grant Agreement PTD1081
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Background:

MTA was awarded funding on its Consolidated Grant applications relating to sustaining its Dial-A-Ride services for the general public in Mason County.

This funding is the result of State Rural Mobility funding which was appropriated by the Washington State Legislature for the 2025-2027 biennium, together with FTA 5311 funding.

MTA will be required to encumber 30% or \$990,999 in connection with this grant.

Pending review and approval by Legal Counsel.

Summary: Adopt Resolution No. 2025-11 approving Agreement PTD1081 for the 2025-2027 biennium.

Fiscal Impact:

Federal Funds:	\$1,803, 239
State Fund:	509,092
Local Funds:	<u>990,999</u>

Total **\$3,303,330**

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2025-11 and the attached Consolidated Operating Grant Agreement No. PTD1081 between WSDOT and MTA.

WSDOT Contact: Laura Moxham
WSDOT E-mail: laura.moxham@wsdot.wa.gov
WSDOT Phone: 360-705-6928

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD1081	Grantee:	Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265
Term of Agreement	July 1, 2025 through June 30, 2027		
Vendor #	911554133		
UEI	GVJSNKK6EFQ3		
ALN # / ALN Name	20.509		
Indirect Cost Rate	No		
R & D	No		
Service Area	Mason County	Contact:	Amy Asher
		Email:	aasher@masontransit.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE 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 Mason County Dial A Ride Service

UPIN # N/A

Scope of Work: Sustain demand response service for the general public in Mason County.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility	15.41%	\$509,092		\$509,092
FTA 5311	45.41%	\$1,500,091		\$1,500,091
FTA 5311 CRRSAA	9.18%	\$303,148		\$303,148
Projected Grant Funds			\$0	\$0
Grant Funds	70.00%	\$2,312,331	\$0	\$2,312,331
Grantee's Funds	30.00%	\$990,999	\$0	\$990,999
Total Project	100%	\$3,303,330	\$0	\$3,303,330

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Federal Award Information

	FTA 5311	FTA 5311	FTA 5311 CRRSAA
Federal Award Identification #	WA-2025-052	TBD	WA-2021-052
Year	2025	2026	2021
Federal Award Date	7/2/2025	TBD	7/29/2021
Budget Period Start Date	12/21/2025	TBD	12/27/2020
Budget Period End Date	3/30/2028	TBD	9/30/2027
Period of Performance Start Date	7/2/2025	TBD	7/29/2021
Period of Performance End Date	3/30/2025	TBD	9/30/2027
Total WSDOT Apportionment	\$20,362,849	TBD	\$164,001,414
Amount Committed to the Subrecipient	\$500,000	\$1,000,091	\$303,148
Amount Obligated to the Subrecipient	\$500,000		\$303,148

Section 2
Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, “Federal Provisions .”

Section 3
Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1- Scope of Work**. The GRANTEE 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 GRANTEE 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 GRANTEE 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, which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6
GRANTEE’s Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE’s Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE 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 GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE’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 GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 9 –Reports** may delay payment. The GRANTEE 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 GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “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 GRANTEE is unable to provide an invoice by this date, the GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE’s direct supervision.

- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 20, and Section 27**, 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
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.

- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

**Section 10
Reports**

- A. The GRANTEE 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. Narrative Progress Report
 - 5. Financial Status/Summaries of the Project.

- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and “Not In Good Standing” as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving future PT Rideshare grant funds in the next biennium.

**Section 11
Energy Credit**

To the extent GRANTEE 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, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE’S public transportation grant program. GRANTEE’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 12
No Obligation by the State Government**

No contract between the GRANTEE and any contractor or subcontractor 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 13
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 14
Ethics

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

- B. Employment of Former WSDOT Employees. The GRANTEE 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 15
Civil rights

The GRANTEE 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 16
Compliance with Laws and Regulations

- A. The GRANTEE 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 GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE 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 GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17
Environmental and Regulatory Requirements

The GRANTEE 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 GRANTEE 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 18
Accounting Records

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

Section 19
Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE 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 GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE 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 GRANTEE and its contractors pertaining to the Project. The GRANTEE 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 20
Labor Provisions**

Overtime Requirements. No GRANTEE 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. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

**Section 21
Changed Conditions Affecting Performance**

The GRANTEE 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 22
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 GRANTEE is required to participate in local coordinated planning as led by GRANTEE'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 23
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 GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

**Section 24
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 GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE'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 GRANTEE and the GRANTEE shall abide by the decision.

- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE 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 the GRANTEE 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.

E. **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 25 Termination

A. Termination for Convenience. WSDOT and/or the GRANTEE 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 GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and 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 GRANTEE 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 GRANTEE 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 GRANTEE; 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 GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE 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 GRANTEE, if the GRANTEE 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 GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way 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 GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE 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 GRANTEE 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 GRANTEE 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 the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE 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 GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
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 27
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE 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 28
Limitation of Liability

- A. The GRANTEE 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 GRANTEE'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 GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE 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 GRANTEE its employees, agents, officers or GRANTEES 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 GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE 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 GRANTEE, 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 GRANTEE 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 29
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 GRANTEE of the revision in writing.

Section 30
WSDOT Advice

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

Section 31
Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE'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 GRANTEE 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 GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE 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 GRANTEE 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 GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE 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. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. 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

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date

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

The term GRANTEE as used in the body of the agreement is defined as a Subrecipient in the federal appendix

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient, subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at [Certifications & Assurances | FTA](#). The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at [FTA Master Agreement \(version 33, April 25, 2025\) | FTA](#)

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

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

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

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

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
 - b) Assessing sanctions;
 - c) Liquidated damages; and/or
 - d) Disqualifying the contractor from future bidding as non-responsible.
- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., , and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

RESOLUTION NO. 2025-11

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING CONSOLIDATED OPERATING GRANT
AGREEMENT PTD1081 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 PTD1081 (the “Agreement”) in the amount of \$2,312,331 through the Washington State Department of Transportation (“WSDOT”); and

WHEREAS, MTA was awarded those funds to provide funding for sustaining MTA’s Dial-A-Ride services for the general public in Mason County; and

WHEREAS, MTA shall encumber 30% or \$990,999 of local funds in connection with the grant funding.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Operating Grant Agreement PTD1081 between WSDOT and MTA (“Agreement”) in the total amount of \$3,303,330 with 30% or \$990,999 of local funds being encumbered by MTA; and

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

Adopted this 16th day of September, 2025.

John Sheridan, Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Randy Neatherlin, Authority Member

Ryan Spurling, Authority Member

Pat Tarzwell, 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

Agenda Item: Discussion- Item 8A
Subject: MTA Board Policy Committee Meeting Summary
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Meeting Summary:

The MTA Policy Committee met on July 29, 2025. Members in attendance included Randy Neatherlin, John Sheridan, and Tom Gilmore. MTA Management team in attendance included Amy Asher and Haley Dorian.

The meeting agenda included MTA Handbook updates, a review of POL 205 – Public Records Request Policy, and an update and discussion on House Bill 1418 regarding changes to PTBA Governing Bodies.

The Handbook Updates included several title changes, clarification on how non-represented employees will be required to track their time, identify reimbursable items, and memorializing practices regarding the Worker Drivers that have not been documented in the past. The updates and suggestions are under review by legal counsel before going to the Union for review and final recommendations will be brought to the board at a future date.

The Public Records Request Policy involved a minor update to clarify internal procedures and timelines. The Policy will be presented for adoption at the September 16 Board Meeting.

Staff presented the recently adopted House Bill 1418 that amends RCW 36.57A.050, by allowing the addition of two voting members that are transit users to the governing body. After reviewing and discussing the bill in detail, the Policy Committee recommends keeping the current PTBA governing body structure as it stands today.

Summary of the July 29, 2025 MTA Policy Committee

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 9A. – *Informational*
Subject: Financial Reports – August 2025
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: September 16, 2025

Summary for Informational Purposes:

Included are the updated August 2025 Financial Reports.

Highlights:

- August Fuel Prices: Diesel \$3.21, Unleaded \$3.43, Propane \$1.80
- Moved \$10 million into investment

Sales Tax Revenue

Sales tax revenue for June 2025 (received August 30, 2025) was \$979,805, 39% *above* the 2025 budgeted amount, and 35% *increase* from June 2024.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses will be 66% (8/12) of the budget at the end of the month. The total YTD Revenue is *over* budget at 81.1%. The total YTD Operating Expenses are *under* budget at 53.2%.

- Operating Grants are *over* budget.
- Wages and Benefits at *under* budget at 55.3% as staffing changes happen.
- Insurance is *over* budget as our 2023 assessment was adjusted to reflect more miles driven than originally estimated.
- Other Operating Expenses are *over* budget at 72.5%, due to yearly memberships at beginning of year.

Fiscal Impact:

August fiscal impact reflects total revenues of \$822,094, and operating expenses of \$945,604; for a net *loss* of \$123,510.

Mason Transit Authority Statement of Financial Activities

% through the year: 66.7%

September 2025 Board Report

Statement of Financial Activities	August	2025 YTD Actual	2025 Budget	Notes	Percentage of Budget Used
Revenue					
Passenger Fares- Community Van	\$ -	\$ -	\$ 800		0.0%
PSNS WorkerDriver	7,815	60,039	85,000		70.6%
Total Operating Revenue (Fares)	7,815	60,039	85,800		70.0%
Sales Tax	714,017	5,574,045	7,798,533	1	71.5%
Operating Grants	-	5,019,581	5,798,609		86.6%
Rental Income	11,618	96,571	144,794		66.7%
Investment Income	88,645	581,214	150,000		387.5%
Other Non-operating Revenue	-	25,995	28,550	2	91.1%
Total Revenue	822,094	11,357,445	14,006,286		81.1%
Expenses					
Wages and Benefits	782,203	4,867,652	8,809,811		55.3%
Contracted Services	15,987	143,260	311,970		45.9%
Fuel	44,512	319,172	649,100		49.2%
Vehicle/Facility Repair & Maintenance	22,304	177,699	449,275		39.6%
Insurance	28,697	259,484	344,368		75.4%
Intergovernmental - Audit Fees	-	5,147	55,000		9.4%
Utilities	14,191	118,935	242,400		49.1%
Supplies & Small Equipment	26,009	186,880	413,320	3	45.2%
Training & Meetings	4,159	23,871	121,071		19.7%
Other Operating Expenses	7,544	96,860	133,633	4	72.5%
Pooled Reserves	-	-	120,000		0.0%
Total Operating Expenses	945,604	6,198,960	11,649,948		53.2%
Net Income (Deficit) from Operations	\$ (123,510)	\$ 5,158,485	\$ 2,356,338		

NOTES

Monthly sales tax amounts are based upon budgeted amounts and not actuals received.

Includes: Sale of Maintenance Services; Gain/Loss on Disp. of Asset; Sales Tax Interest Income; Insurance Recoveries; WSTIP Network Safety Grant; WSTIP Risk Management Grant; Other Non Transportation Revenue - ; plus other misc. non-operating revenue.

Printing; Cleaning/Sanitation/Safety supplies; Office Supplies; Shop Supplies; Small Tools & Equipment; IT Equipment; Communications Equipment; Operating Supplies; Small Equipment & Furniture; Software; Postage - ; plus other misc supplies and small equipment.

Includes budget line items from Unemployment Insurance, Advertising/Promotion, Dues, Memberships and Subscriptions; CDL Medical Exams; Rent-CDL Training; Vehicle Registration fees; Office Equip Lease; Small tools repair; plus Other misc. operating expenses.

Mason Transit Authority Cash and Investments

September 2025 Board Report

Cash Balances

	7/31/2025	8/31/2025	Change
Cash - MC Treasurer	\$ 12,182,832.43	\$ 4,554,190.80	\$ (7,628,641.63)
Investments - MC Treasurer	23,750,000.00	33,750,000.00	10,000,000.00
Payroll - ACH Umpqua Bank	\$ 221,891.87	\$ 221,469.42	(422.45)
Petty Cash/Cash Drawers	-	-	-
TOTAL	\$ 36,154,724.30	\$ 38,525,660.22	\$ 2,370,935.92

Cash Encumbrances

2025 MTA Funded Capital Budget Items Remaining \$ 1,251,209.55

Reserves:

General Leave Liability (Vacation/Sick)	436,792.97
Emergency Operating Reserves	2,000,000.00
Facility Repair Reserve	150,000.00
Emergency/Insurance Reserves	100,000.00
Future Operating Reserves	4,100,000.00
Capital Project Reserves ¹	9,250,000.00
Fuel Reserves	120,000.00
IT Investments	80,000.00
Total Encumbered	\$ 17,488,002.52

Total of Cash	\$ 38,525,660.22
Less Encumbrances	17,488,002.52
Undesignated Cash Balance Total (Including Reserves)	21,037,657.70
Investments - MC Treasurer (Reserves)	33,750,000.00
Less Encumbrances	17,488,002.52
Undesignated Cash Reserves	\$ 16,261,997.48

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

Mason Transit Authority 2025 Capital Budget


Adopted December 17, 2024

Capital Projects	Budget	Grants	MTA Funding	YTD	Purpose
TCC customer service office remodel	100,000		100,000		Carry forward from 2024. Remove ADA ramp from middle of office and re-design space.
JP Badge Access Door Locks	5,000		5,000	5,044	Downstairs admin office space doors.
Bus stop improvements	150,000	150,000			Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project.
Capital Facilities Improvements	50,000		50,000		Carry Forward. Improve Capital Facilities
Park and Ride Parking lot seal & Repair	165,000		165,000		Park and Ride Resurfacing. Pear orchard, matlock, belfair
Propane Conversion Kits	35,000		35,000		Paul to do calcs on existing fleet \$7,000 ea.
Fire Proof file cabinets for Grants and HR Files	15,000		15,000	16,386	Existing cabinets are past useful life and not locking. Tracy getting estimates.
Printer	10,000		10,000	8,718	Printer in Admin. Includes shipping and moving old printer from upstairs.
Maintenance Laptops	7,000	7,000			Replacement laptops for maintenance department.
Operations Tablets with mounts	30,000	30,000		6,141	Replacement of laptops for buses past useful life
IT Remote Access	5,500	5,500			Cloud solution that will allow IT staff to remote access desktops and laptops and perform required updates. Will no longer need to go to each individual computer to access.
Automated Voice Announcements	150,000	150,000			Need sign replacement in 5 buses and a new voice announcement system that ties into our GPS system. ADA requirement.
Next Bus Signage at TCC	50,000	50,000			Sign at TCC that will tell riders when the next bus will arrive. Ties into our GPS units on the bus.
Camera on JP Fleet and Wifi Access	17,000	17,000			Outdoor wifi and additional camera on JP fleet
IT Penetration Test	50,000	50,000		22,500	Recommendation from IT company that did an assessment on MTA's current vulnerabilities. WSTIP Grant will cover 10-15K
Repair/replace TCC Gym floor	130,000		130,000		Carry forward from 2024. 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.
Total Misc Capital Projects	1,769,500	459,500	1,310,000	58,790	
Replace 6 cutaway buses	1,023,000	1,023,000			Order replacement vehicles in mid 2025 that may be here by the end of the year or in early 2026.
Total Vehicle Replacements	\$ 1,023,000	\$ 1,023,000	\$ -	\$ -	
Proposed 2025 Capital Projects	\$ 2,792,500	\$ 1,482,500	\$ 1,310,000	\$ 58,790	

Mason Transit Authority Sales Tax Receipts

September 2025 Board Report

Sales Tax Collected as of 8/30/2025 for 6/30/2025



	2022	2023	2024	2025 Budget	2025 Actual	2025 Budget Variance	% Change 2024 - 2025 Actual	Capital Reserves
January	492,351	528,201	545,346	511,762	571,369	12%	5%	59,607
February	513,550	539,128	559,272	533,760	559,874	5%	0%	26,114
March	646,582	616,540	640,405	671,807	657,816	-2%	3%	(13,991)
April	599,278	599,059	619,533	622,720	652,214	5%	5%	29,494
May	620,580	656,593	671,706	644,825	751,785	17%	12%	106,960
June	677,991	731,134	724,483	704,400	979,805	39%	35%	275,405
July	653,259	679,614	723,443	687,165	-			(687,165)
August	678,818	670,272	697,897	714,017	-			(714,017)
September	733,099	702,464	701,098	771,045	-			(771,045)
October	652,444	613,829	634,367	624,734	-			(624,734)
November	622,319	609,293	628,216	654,660	-			(654,660)
December	624,958	679,178	695,672	657,432	-			(657,432)
	<u>7,515,228</u>	<u>7,625,304</u>	<u>7,841,438</u>	<u>7,798,327</u>	<u>4,172,863</u>			
Budget Variance Average - YTD						12%		(3,625,464)
							% Change 2024 vs 2025 Actual Average - YTD	10%

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 9B – *Informational*

Subject: Management Reports

Prepared by: Tracy Becht, Executive Assistant

Approved by: Amy Asher, General Manager

Date: September 16, 2025

Summary for Informational Purposes:

The monthly MTA Management Reports are attached for your information.

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 16, 2025

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board September 16, 2025

GENERAL MANAGER'S REPORT

External Activities:

- Attended the 49th Washington State Public Transportation Conference in SeaTac.
- Facilitated the 3rd Quarter Washington State Transit Association Board Meeting.
- Attended Mason Economic Development Board Meetings and Annual Appreciation Event.
- Attended groundbreaking for the Lewis County Hydrogen Hub at the Port of Chehalis.
- Attended Peninsula Regional Transportation Planning Organization Board Meetings. Met with legislative work group to begin development of 2026 legislative priorities.
- Attended Mason County Administrators Roundtable meeting in Shelton.
- Attended Regional Transit Partner's meeting at Centralia College.

Internal Activities:

- Completed WSDOT Summary of Public Transportation.
- Submitted quarterly grant request to WSDOT.
- Began labor negotiations with IAM for the Maintenance and Facilities staff.
- Preparing the 2026 Budget.
- Attended MTA Bus Stop Committee meetings. Facilities staff to begin deploying new lighting fixtures and seating amenities based on ridership at existing stops and ridership generators in the system.
- Attended MTA Safety Committee Meeting. Assisted staff with re-establishment of the committee and election of new members as required by RCW.
- Attended Peninsula Cup Rodeo where three of our drivers competed.
- SEPA reviews of local developments.
- Met with MTA Policy Committee to review Employee Handbook and other policies.
- Hired third party reviewer to begin review of our 2023 and 2024 audits.
- Met with WSTIP Safety Coordinator to review our best practices.
- Participated in Effective Communication Training with other MTA staff members.

TEAM UPDATES

MAINTENANCE/FACILITIES – Paul Bolte

Outreach and meetings: Attended WSTA conference and PNW transit warranty meeting. Met with Spare EAM software. Attended Bus Stop Committee meeting,

Facilities and Fleet Projects/Purchases/Maintenance

Did procurement package on six new replacement cutaway buses. Two park and ride sites had asphalt surfaces reseal and striped.

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 449 participants this August.
- **Kitchen:** The total number of kitchen users in August was 44 people.

- **Conference Room:** The MTA Closed Session meeting welcomed around 9 members. The MTA Bus Stop Committee meeting welcomed 10 employees.

OPERATIONS – Jason Rowe

- **Ridership:** Ridership for July and August has been steady. We had a total of 1,391 riders from special transportation events alone in July and August.
- **New Drivers Class:** We have six new drivers beginning new driver training on September 15.
- **Retirement:** Lisa Cree has been with MTA for just under 31 years, she was accident free for her tenure with us and was an incredible driver and mentor for all of us at MTA. She will be greatly missed.
- **Outreach:** Here is a summary of our Outreach events in July and August:
 - **Special Transportation:**
 - Shuttle for Hoodstock.
 - YMCA Community Hike
 - Kitten Rescue
 - Allyn Days
 - Grant Auction
 - Grapeview Water and Arts Festival
 - **Outreach Events:**
 - Bite of Shelton
 - YMCA Resource fair
 - 9th Annual Overdose Awareness Resource Fair (Belfair and Shelton)

HUMAN RESOURCES – Haley Dorian

- Driver recruitment in August – Six new Drivers onboarded to the MTA team.
- New recruitment to fill vacant Fueler/Detailer/Custodian position currently running.
- Coordinated with consulting firm for Effective Communication Training for selected staff. Planning additional training for rest of staff in 2026.
- Attended SHRM-Oly chapter meeting on September 9.
- Payroll processing and staff leave management.
- Beginning 2026 budgeting work for wages and benefits.
- Preparations for upcoming HR Committee meeting regarding new GM Review process.
- Wellness Program planning and strategizing.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 9C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: September 16, 2025

Background:

The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2021.

To be easily identifiable, 2025 passenger trips are labeled with the actual number.

Ridership held steady throughout July and August. We lost the school transportation numbers that we normally see on our in-town routes (Route 5, 7 and the Zipper) but we are seeing youth ridership rises on other routes throughout the summer which is great to see.

Something of note, for July and August we had a combined total of 1,391 Riders for special events alone. This has helped to supplement our ridership through the summer months.

