



AGENDA

Mason Transit Authority Board Regular Meeting

Tuesday, May 19, 2026 at 1:00 p.m.

Remote Meeting via Zoom

<https://zoom.us/j/96753658575?pwd=tNjarVvzw5Mon9TwZyObg621BT6w7W.1>

To join by phone: 12532050468

Meeting ID 967 5365 8575

Passcode 913889

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. **APPROVAL OF MINUTES** Chair
 - A. **Pg. 003: April 21, 2026 Regular Board meeting minutes**
 - B. **Pg. 007: April 30, 2026 Closed Session meeting**
7. **CONSENT AGENDA – ACTION** Chair
 - A. **Pg. 009: Check Approval: 4/2/26 – 4/27/26**
 - B. **Pg. 014: Certifications & Assurances**
 - C. **Pg. 042: Statement by Clerk re scrivener’s error**

8. ACTION ITEMS:

Unfinished Business: [None]

New Business:

- A. Pg. 043: Actionable: Update PTD1081-02 Agreement (Resolution No. 2026-17) Amy**
- B. Pg. 048: Actionable: POL-204 Code of Ethics (Resolution No. 2026-18) Amy**
- C. Pg. 054: Actionable: POL-206 Records Management Policy (Resolution No. 2026-19) Amy**
- D. Pg. 062: Actionable: POL-307 Equal Employment Opportunity Program & Plan Haley**
- E. Pg. 088: Actionable: POL-504 ADA Policy (Resolution No. 2026-20) Jason**
- F. Pg. 103: Actionable: Interactive Mapping and Timetables for MTA Website Jason**

9. DISCUSSION ITEMS:

- A. Pg. 123: Public Transportation Conference Amy**

10. STAFF AND INFORMATIONAL REPORTS

- A. Pg. 125: Financial Reports – April 2024**
- B. Pg. 130: Management Reports**
- C. Pg. 133: Operational Statistics**

11. COMMENTS BY BOARD

12. UPCOMING MTA BOARD MEETING:

**Mason Transit Authority
Regular Meeting
Tuesday, June 16, 2026 at 1:00 PM
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton**

13. ADJOURNMENT

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

**Mason Transit Authority
Minutes of the Regular Board Meeting
April 21, 2026
Virtually and at
Hoodsport Library
Conference Room
40 N. Schoolhouse Hill Road
Hoodsport**



OPENING PROTOCOL

1. CALL TO ORDER: 1:04 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at the Library:

Randy Neatherlin, Board Chair; Vice Chair Wes Martin, Board members Cyndy Brehmeyer, Judy Scott, Pat Tarzwell and Sharon Trask.

Authority Voting Board Members Present via Zoom: Tom Gilmore.

Authority Voting Board Members Not Present: Richard Lee and Pam Schlauderaff.

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

Citizen Advisor to the Board Present: John Piety

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

Staff and Others Present Virtually: [None]

Others Present: Rob Johnson, Legal Counsel

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

5. APPROVAL OF AGENDA

MTA General Manager, Amy Asher, indicated that she was walking in a change to item 9C on the agenda due to yesterday's accident with one of MTA's parked cutaway buses in downtown Shelton. Additionally, given the lack of privacy of the conference room, the Closed Session will be rescheduled to another day and held at the T-CC. **Moved** that the

agenda of April 21, 2026 Mason Transit Authority (MTA) regular board meeting be approved as presented and as amended. **Trask/Tarzwell. Motion carried.**

6. INTRODUCTION OF NEW BOARD MEMBER JUDY SCOTT

The Board Chair stated it was his honor to work with Ms. Scott at the Port of Allyn. Ms. Scott shared that she really enjoyed the orientation program that Mason Transit provides. She had previously been an MTA Board member and at that time they did not have an orientation program. She learned a great deal about transit this time.

7. ACTION ITEM – MINUTES

Approval of the following minutes:

- A. March 17, 2026 Regular Board meeting minutes.
- B. April 17, 2026 Special Board meeting minutes.

Tarzwell/Brehmeyer. Motion carried.

8. CONSENT AGENDA

Approval of Consent Agenda items A through C as follows and as presented:

- A. Check approval: 3/11/2026 – 3/25/2026
- B. Approval of multiple amendatory contracts with WSDOT re titles (Resolution No. 2026-11)
- C. Approval of disposition of surplus parts (Resolution No. 2026-12)

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

9. ACTION ITEMS:

UNFINISHED BUSINESS. [None.]

NEW BUSINESS.

9A. Approval of Johns Prairie Road Share Safety Initiative. Ms. Asher shared that she had been contacted by PUD3 regarding the safety initiative to promote safety awareness. Ms. Asher stated that MTA has already placed jersey barriers near the Johns Prairie building because of two accidents involving vehicles that nearly came in contact with the building. A board member asked if signing this contract would involve money, to which she indicated no. It will involve MTA providing communication and training, which can be easily incorporated into existing avenues. **Moved** that the Mason Transit Authority approve Resolution No. 2026-13 authorizing the General Manager to sign the Johns Prairie Road Shared Safety Initiative Cooperative Agreement. **Trask/Tarzwell. Motion carried.**

7B. Update to POL-205 Public Records Request Policy. Ms. Asher shared that this change was due to MTA being made aware that the policy needed to be updated to reflect

the reasons why creating an index would be unduly burdensome. MTA previously made this statement in its policies since 2014, but did not state why it was burdensome. Case law indicates that stating why it is unduly burdensome should be included. **Moved** that the Mason Transit Authority approve Resolution No. 2026-14 updating POL-205 Public Records Request Policy. **Tarzwel/Trask. Motion carried.**

7C. Surplus Vehicles. As Ms. Asher stated at the beginning of the Board meeting, one of the cutaways that MTA had received in 2024 had been hit by another vehicle while it was parked and significant damage had been done. It will take many months for repairs, if they can be done as the damage was significant. Since the draft Board packet was posted, it was determined that removing vehicle 470 from the list and keeping it in our fleet for the timing was the best temporary solution.

Ms. Asher went on further to describe why the vehicles were being surplused and, as indicated in the agenda, Northwest Bus Sales offered \$37,000 for the five cutaway buses. She recommended that this was the best option under MTA's surplus policy.

Moved that the Mason Transit Authority Board approve Resolution Nos. 2026-15 declaring and approving the surplus and disposal of vehicles as set forth therein. **Tarzwel/Trask. Motion carried.**

10. STAFF REPORTS

General Manager. Ms. Asher reported that negotiations with IAM representing the MTA Operators recently opened. Negotiations will resume on Monday, May 4.

Human Resources Manager. Haley Dorian described how MTA was awarded the Well City Award and received the benefit of a lower price on insurance premiums. MTA is currently involved in a month-long Wellness Challenge in which participants are accomplishing two small goals each day. Additionally, Mason Transit is recruiting for an Accounting Coordinator.

Maintenance. Paul Bolte, Facilities and Fleet Maintenance Manager, shared with the Board that the recently received cutaways are undergoing conversion to propane. At this time, MTA is paying \$30,000 more for fuel this month.

Operations. Lissa McClanahan shared that MTA is nearing the end of the 2023 audit and hoping to have the exit interview soon. Meanwhile, her team is getting ready for the 2024 audit.

11. COMMENTS BY BOARD:

The Board Chair expressed his appreciation for everyone coming to Hoodsport for this meeting.

12. UPCOMING MEETING

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

Moved that the meeting be adjourned.

13. ADJOURNED: 1:28 PM

DRAFT

**Mason Transit Authority
Minutes of the Closed Session
April 30, 2026
Virtually and at
MTA Transit-Community Center
Conference Room
601 West Franklin Street
Shelton**



OPENING PROTOCOL

1. CALL TO ORDER: 2:00PM

2. ROLL CALL AND DETERMINATION OF QUORUM

Authority Voting Board Members Present at the T-CC: Vice Chair Wes Martin, Board members Cyndy Brehmeyer, Richard Lee, Pam Schlauderaff and Pat Tarzwell.

Authority Voting Board Members Present via Zoom: Randy Neatherlin, Board Chair; Judy Scott

Authority Voting Board Members Not Present: Tom Gilmore, Sharon Trask

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

Citizen Advisor to the Board not Present: John Piety

MTA Staff present at the T-CC: Amy Asher, General Manager, Haley Dorian, Human Resources Manager; Tracy Becht, Clerk of the Authority Board and Tyler Hildebrandt, IT Administrator (remotely).

Staff and Others Present Virtually: Rob Johnson, Legal Counsel

Others Present (Virtually): [None]

3. APPROVAL OF AGENDA

Moved that the agenda of April 30, 2026 Mason Transit Authority (MTA) closed session meeting be approved as presented. **Tarzwell/Martin. Motion carried.**

4. CLOSED SESSION

The Board Chair announced the Closed Session is commencing at 2:01 PM and excused all present (in person or remotely) other than the voting Board members, General Manager Amy Asher, Operations Manager Jason Rowe and Human Resources Manager Haley Dorian.

The Board Chair stated that the Closed Session would continue until 2:15 PM. At 2:15 PM, the Board Chair stated the Closed Session would continue until 2:45 PM.

5. OPEN SESSION:

Open Session resumed at 2:49 PM and no action was taken.

6. UPCOMING MEETINGS

**Mason Transit Authority
Regular Meeting
May 19, 2026 at 1:00 PM**
MTA Transit-Community Center
Conference Room
601 West Franklin Street Shelton

Moved that the meeting be adjourned.

7. ADJOURNED: 2:49 PM

DRAFT

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 7A – *Actionable*
Subject: Check Approval
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Summary:

See Attached Check Register.

Check Disbursement Fiscal Impact:

\$1,274,155.13

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approves the payment of April 2, 2026, through April 27, 2026, financial obligations on checks #40846 through #40941 as presented for a total of \$1,274,155.13.



Mason Transit Authority
May 19, 2026, Disbursement Approval

The following checks for the period of April 2, 2026, through April 27, 2026, in the amount of \$1,274,155.13 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.


| | | | |
|-----------|-------|---|------------|
| 4/2/2026 | 40846 | Abila | 963.82 |
| 4/2/2026 | 40847 | Advance Glass | 639.95 |
| 4/2/2026 | 40848 | AIG Retirement DBA Corebridge Financial | 1,853.08 |
| 4/2/2026 | 40849 | World Kinect Energy Services | 621.33 |
| 4/2/2026 | 40850 | Blue Star Gas | 2,025.88 |
| 4/2/2026 | 40851 | Cintas Corp | 138.15 |
| 4/2/2026 | 40852 | City of Shelton | 1,669.00 |
| 4/2/2026 | 40853 | Comcast | 137.26 |
| 4/2/2026 | 40854 | Lisa Davis | 640.00 |
| 4/2/2026 | 40855 | Gillig, LLC | 165.50 |
| 4/2/2026 | 40856 | Handi-Hut, Inc. | 97,853.00 |
| 4/2/2026 | 40857 | Health Care Center | 175.00 |
| 4/2/2026 | 40858 | Hood Canal Communications | 2,030.68 |
| 4/2/2026 | 40859 | Lenovo Inc. | 21,841.63 |
| 4/2/2026 | 40860 | Mason County PUD #3 | 2,274.40 |
| 4/2/2026 | 40861 | Purcor Pest Solutions | 165.17 |
| 4/2/2026 | 40862 | MOHAWK MFG. & SUPPLY | 370.80 |
| 4/2/2026 | 40863 | Primo Brands | 387.29 |
| 4/2/2026 | 40864 | ODP Business Solutions, LLC | 63.27 |
| 4/2/2026 | 40865 | O'Reilly Auto Parts | 11.29 |
| 4/2/2026 | 40866 | Bryan Pentland | 640.00 |
| 4/2/2026 | 40867 | PetroCard, Inc. | 49,823.14 |
| 4/2/2026 | 40868 | Builders FirstSource | 34.82 |
| 4/2/2026 | 40869 | Summit Law Group | 2,082.50 |
| 4/2/2026 | 40870 | U.S. Bank | 213.29 |
| 4/2/2026 | 40871 | Westbay Auto Parts | 46.40 |
| 4/2/2026 | 40872 | Washington State Transit Association | 353.60 |
| 4/7/2026 | 40873 | Mason Transit Authority - ACH Account | 231,991.00 |
| 4/17/2026 | 40874 | AIG Retirement DBA Corebridge Financial | 1,853.08 |
| 4/17/2026 | 40875 | Bradley Air Company | 41,516.41 |

| | | | |
|-----------|-------|--|------------|
| 4/17/2026 | 40876 | Belfair Water District #1 | 224.29 |
| 4/17/2026 | 40877 | Berg Marketing Group | 3,801.00 |
| 4/17/2026 | 40878 | Black Star | 907.90 |
| 4/17/2026 | 40879 | Blue Star Gas | 2,991.31 |
| 4/17/2026 | 40880 | Cintas Corp | 132.06 |
| 4/17/2026 | 40881 | Clarity Consulting Partners, LLC | 2,662.50 |
| 4/17/2026 | 40882 | Cascade Natural Gas | 2,509.24 |
| 4/17/2026 | 40883 | Columbia Bank | 5,854.77 |
| 4/17/2026 | 40884 | Gillig, LLC | 1,511.10 |
| 4/17/2026 | 40885 | Robert W. Johnson, PLLC | 1,600.00 |
| 4/17/2026 | 40886 | Kirk's Automotive, Inc. | 6,200.00 |
| 4/17/2026 | 40887 | Kitsap Transit | 1,728.44 |
| 4/17/2026 | 40888 | Mason County Garbage, Inc. | 1,148.71 |
| 4/17/2026 | 40889 | Mason County PUD #3 | 4,357.58 |
| 4/17/2026 | 40890 | Mason County Utilities/Waste Management | 121.59 |
| 4/17/2026 | 40891 | Mason County Utilities/Waste Management | 55.94 |
| 4/17/2026 | 40892 | Northwest Bus Sales, Inc. | 114.39 |
| 4/17/2026 | 40893 | O'Reilly Auto Parts | 75.00 |
| 4/17/2026 | 40894 | Pitney Bowes Purchase Power | 395.59 |
| 4/17/2026 | 40895 | Ricoh USA, Inc | 311.40 |
| 4/17/2026 | 40896 | RingCentral, Inc. | 1,280.78 |
| 4/17/2026 | 40897 | Right! Systems, Inc. | 8,110.40 |
| 4/17/2026 | 40898 | The Shoppers Weekly | 1,213.28 |
| 4/17/2026 | 40899 | Staples Business Advantage | 634.41 |
| 4/17/2026 | 40900 | Summit Towing North | 479.16 |
| 4/17/2026 | 40901 | TK Elevator Corporation | 914.56 |
| 4/17/2026 | 40902 | Total Battery & Automotive Supply | 39.60 |
| 4/17/2026 | 40903 | Tozier Brothers, Inc. | 153.53 |
| 4/17/2026 | 40904 | UniteGPS, LLC | 2,441.54 |
| 4/17/2026 | 40905 | Verizon Wireless | 679.17 |
| 4/17/2026 | 40906 | WCP Solutions | 281.82 |
| 4/17/2026 | 40907 | Westbay Auto Parts | 8.79 |
| 4/17/2026 | 40908 | Whisler Communications | 2,079.42 |
| 4/17/2026 | 40909 | AWorkSAFE Service, Inc. | 3,510.63 |
| 4/22/2026 | 40910 | Mason Transit Authority - ACH Account | 245,946.14 |
| 4/27/2026 | 40911 | Aflac | 856.94 |
| 4/27/2026 | 40912 | AIG Retirement DBA Corebridge Financial | 1,853.08 |
| 4/27/2026 | 40913 | World Kinect Energy Services | 2,246.93 |
| 4/27/2026 | 40914 | Blue Star Gas | 3,871.24 |
| 4/27/2026 | 40915 | Cintas Corp | 132.06 |
| 4/27/2026 | 40916 | Cummins Northwest, LLC | 958.78 |
| 4/27/2026 | 40917 | FireTek | 736.71 |
| 4/27/2026 | 40918 | Liquid Environmental Solutions of Washington LLC DBA Flohawks | 252.53 |
| 4/27/2026 | 40919 | Gillig, LLC | 176.55 |
| 4/27/2026 | 40920 | District 160 | 1,986.35 |
| 4/27/2026 | 40921 | Identifix | 248.69 |
| 4/27/2026 | 40922 | LegalShield | 152.40 |
| 4/27/2026 | 40923 | Mason County PUD #3 | 106.96 |
| 4/27/2026 | 40924 | Purcor Pest Solutions | 173.02 |
| 4/27/2026 | 40925 | MOHAWK MFG. & SUPPLY | 1,446.72 |
| 4/27/2026 | 40926 | Northwest Bus Sales, Inc. | 329,414.66 |

| | | | |
|-----------|-------|--------------------------------------|------------|
| 4/27/2026 | 40927 | ODP Business Solutions, LLC | 2,575.53 |
| 4/27/2026 | 40928 | O Reilly Auto Parts | 150.66 |
| 4/27/2026 | 40929 | Builders FirstSource | 41.43 |
| 4/27/2026 | 40930 | Ricoh USA, Inc | 17.63 |
| 4/27/2026 | 40931 | Romaine Electric | 1,381.79 |
| 4/27/2026 | 40932 | Right! Systems, Inc. | 1,903.20 |
| 4/27/2026 | 40933 | State Auditor's Office - WA | 18,915.20 |
| 4/27/2026 | 40934 | Seattle Automotive Distributing | 18.28 |
| 4/27/2026 | 40935 | SkyBitz Tank Monitoring | 17.38 |
| 4/27/2026 | 40936 | Summit Law Group | 1,993.50 |
| 4/27/2026 | 40937 | Summit Towing North | 583.98 |
| 4/27/2026 | 40938 | Tozier Brothers, Inc. | 21.28 |
| 4/27/2026 | 40939 | AWC Employee Benefit Trust | 133,121.81 |
| 4/27/2026 | 40940 | Westbay Auto Parts | 707.36 |
| 4/27/2026 | 40941 | Washington State Transit Association | 1,035.70 |

Total 101000 - MC Treasurer Depository 1,274,155.13

Submitted by:  Date: 5-14-2026
 Lissa McClanahan, Finance Manager

Approved by:  Date: 5/14/20
 Amy Asher, General Manager

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 7B – *Actionable*
Subject: 2026 Certifications and Assurances
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

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

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

Legal Counsel has the Certifications and Assurances for review.

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 2026 Certifications and Assurances to acknowledge compliance as required.



May 19, 2026

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,

Randy Neatherlin
Board Chair
Mason Transit Authority

RN/tb

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. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section (“Prohibition on certain telecommunications and video surveillance equipment or services”).

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.
- (d) 2 CFR § 200.216, “Prohibition on certain telecommunications and video surveillance equipment or services.”

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., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

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

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

CATEGORY 4. 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 third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

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 2026 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 Randy Neatherlin, Board Chair Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): Mason Transit Authority

As the undersigned Attorney for the above-named Applicant, I hereby affirm 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, PLLLC 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 |
|--------------------|--|---|---|---|
| | 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 Place S., 2nd Floor | P.O. Box 659 | 9135 - 15th Place 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 |
| | | | | Representing mechanics, service workers, fueler and vehicle detailers |
| | 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 |
| | | | | Representing Operators (Dial-A-Ride and Fixed Route) and Customer Service Representatives |
| | | | | president.ba@atu1765.org |

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 |
|--------------------|--------------------------|---|---|--|
| | | | Kitsap Transit | Amalgamated Transit Union Local 587 |
| | | | Angela Moreno | Representing ACCESS and Routed Operators |
| | | | 60 Washington Avenue, Suite 200 Bremerton, WA 98337 | 2815 Second Avenue, Suite 230 Seattle, WA 98121 |
| | | | 360-478-5865 | Cory Rigtrup, Vice President 206-448-8488 206-448-4482 (fax) |
| | | | AngelaM@KitsapTransit.com | vicepresident1@atu587.org |
| | | | Kitsap Transit (continued) | Machinists Union District 160 (representing Maintenance) |
| | | | | Zac Collins 9135 - 15th Place S., 2nd Floor Seattle, WA 98108 |
| | | | | 206-762-7990 zac@iam160.com |
| | | | | |

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 |
|--------------------|--------------------------|---|---|---|
| | | | Jefferson Transit | Amalgamated Transit Union, Local 587 |
| | | | Nicole Gauthier, General Manager | Representing Dial-A-Ride, Routed Operators, Dispatchers, Maintenance and Facilities |
| | | | 634 Corners Road | 13028 Interurban Ave. S. |
| | | | Port Townsend, WA 98368 | Suite 116 |
| | | | | Tukwila, WA 98168 |
| | | | | Greg Woodfill, President |
| | | | 360-385-3020, ext. 107 | 206-448-8588 |
| | | | | 206-448-4882 (fax) |
| | | | ngauthier@jeffersontransit.com | president@atu587.org |

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 7C – *Actionable*
Subject: Scrivener’s Error on Resolution No. 2026-11
Prepared by: Tracy Becht, Clerk of the Authority Board
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

At the March 17, 2026 Board meeting, the Board had approved Resolution No. 2026-11 to approve an update to MTA’s Policy-311 for WA Paid Family Medical Leave.

For the April 21, 2026 Board meeting, the Clerk inadvertently assigned the same resolution number for the amendments to certain grant agreements. The Clerk wishes to change the resolution number incorrectly assigned as 2026-11 to now be Resolution No. 2026-16.

Summary: Correct a Scrivener’s error of a resolution number.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the newly assigned Resolution No. 2026-16 for the previously duplicated number of Resolution No. 2026-11.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 8A – *Actionable*
Subject: Second Amendment to PTD1081 Agreement
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2024

Background:

This amendment will be the second amendment to PTD1081 of the Consolidated Grant Program Operating Grant Agreement for approval by the Board. This existing grant sustains MTA's Dial A Ride program.

This amendment accomplishes the following:

- Increases the total project cost for the biennium to \$3,742,802 by allocating \$220,000 of State Special Needs Transportation – Transit Formula Funds (MMA).
- MTA still remains free from providing any match funds.
- The scope of the Project has not changed.

Legal Counsel has reviewed the second Amendment Agreement.

Summary: Approve amendment to the Consolidated Grant Program agreement for PTD1081-01.

Fiscal Impact:

Increases grant funds received from WSDOT by \$220,000.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-17 approving Agreement PTD1081-02.

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

Amendment

| Consolidated Grant Program Operating Grant Agreement | |
|---|--|
| Amendment Number | PTD1081-02 |
| Term of Agreement | July 1, 2025 through June 30, 2027 |
| Vendor # | 911554133 |
| UEI | GVJSNKK6EFQ3 |
| ALN # / ALN Name | 20.509 Formula Grants for Rural Areas |
| Indirect Cost Rate | 15% de minimis |
| R & D | No |
| Service Area | Mason County |
| Grantee: | Mason County Public Transportation Benefit Area dba Mason Transit Authority 790 E Johns Prairie Rd Shelton, WA 98584-1265 |
| Contact: | Amy Asher |
| Email: | aasher@masontransit.org |

This is the second AMENDMENT to AGREEMENT PTD1081 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Public Transportation Benefit Area (hereinafter referred to as "GRANTEE"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, both PARTIES agree to amend AGREEMENT PTD1081 to:

- Increase total project cost to \$3,742,802 by:
 - Adding \$220,000 in Special Needs Transit Formula Funds (MMA)
- Scope of Work remains unchanged.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD1081:

AGREEMENT

1. RECITALS from the AGREEMENT are hereby incorporated into this AMENDMENT.
2. Amend the funding table under 'Funding by Project' as follows:

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.

| Funds | Current Percentage | Prior Funds | Current Funds | Projected Funds | Total Funds |
|--|--------------------|-------------|--------------------|-----------------|--------------------|
| State Rural Mobility | 13.60% | | \$509,092 | | \$509,092 |
| State Special Needs Transportation - Transit Formula Funds (MMA) | 5.88% | | \$220,000 | | \$220,000 |
| State Transit Support (CCA) | 32.34% | | \$1,210,471 | | \$1,210,471 |
| FTA 5311 | 40.08% | | \$1,500,091 | | \$1,500,091 |
| FTA 5311 CRRSAA | 8.10% | | \$303,148 | | \$303,148 |
| Prior Funds | 0.00% | \$0 | \$0 | \$0 | \$0 |
| Projected Grant Funds | | | | \$0 | \$0 |
| Grant Funds | 100.00% | \$0 | \$3,742,802 | \$0 | \$3,742,802 |
| Grantee's Funds | 0.00% | \$0 | \$0 | \$0 | \$0 |
| Total | 100% | \$0 | \$3,742,802 | \$0 | \$3,742,802 |

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 | 3/30/2028 | 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 |

3. A copy of this AMENDMENT to AGREEMENT PTD1081 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

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

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

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

GRANTEE

Authorized Representative
Public Transportation Division (WSDOT)

Authorized Representative

Title

Date

Date

RESOLUTION NO. 2026-17

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
AMENDING RESOLUTIONS NOS. 2025-11 AND 2026-06 BY APPROVING
THE SECOND AMENDMENT TO THE CONSOLIDATED GRANT PROGRAM
AGREEMENT AND AUTHORIZING THE GENERAL MANAGER TO SIGN
THAT SECOND AMENDMENT TO PTD1081.**

WHEREAS, the initial Consolidated Grant Program Agreement PTD1081 (the "Agreement") including authorizing the General Manager to sign that Agreement, was approved by Resolution No. 2025-11 of the Mason Transit Authority ("MTA") Board (the "Board"). That Agreement was between MTA and Washington State Department of Transportation ("WSDOT"); and

WHEREAS, a first amendment to the Agreement was approved by Resolution No. 2026-06 of the MTA Board and also included authorizing the General Manager to sign that Agreement; and

WHEREAS, WSDOT has approved increasing the total project cost to \$3,742,802 by adding \$220,000 of State Special Needs Transportation Transit Formula Funds;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that it approves the Second Amendment to Consolidated Grant Program Agreement PTD1081-02 between WSDOT and MTA ("Agreement"); and

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

Adopted this 19th day of May, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Pam Schlauderaff, Authority Member

Judy Scott, 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: New Business – Item 8B – *Actionable*
Subject: Update to POL-204 Code of Ethics Policy
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

Mason Transit Authority received an Administrative Site Visit from the Washington State Department of Transportation (WSDOT) which included a review of required policies and procedures. The Code of Ethics Policy was reviewed and requires the following updates:

- Expanding the Policy section to confirm that MTA does not pay bonuses or commissions for anyone securing the award of a grant funded project; and confirms that MTA ensures truthfulness and accuracy when reporting to the federal government.
- Clearly identify restrictions on lobbying
- Addition of section confirming that MTA nor any of its contractors or subrecipients do not engage in severe forms of trafficking.
- Certify that MTA has no unpaid federal tax liability before entering into any third-party agreements.

The changes have been sent for review to MTA’s Board Policy Committee, MTA’s WSDOT Community Liaison, and Legal Counsel.

Summary: Update to MTA’s POL-204 Code of Ethics Policy.

Fiscal Impact:


None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-18 updating POL-204 Code of Ethics Policy.

| | |
|---|--|
|  | <p>Title: Code of Ethics</p> <p>Number: 204</p> <p>Effective: May 13, 2008 <u>19, 2026</u></p> <p> Cancels: N/A <u>Resolution No. 2008-11</u></p> <p>Prepared by: Tracy Becht <u>Amy Asher, Executive Assistant</u> <u>General Manager</u></p> <p>Approved by: Authority Board Resolution No. 200826-181</p> |
|---|--|

POL-204 CODE OF ETHICS

This policy applies to all Mason Transit Authority (MTA) officers, employees, board members or agents.

1.0 Purpose

Mason Transit maintains this written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal or State assistance.

2.0 Policy

This code provides that Mason Transit’s officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from any present or potential contractor or subrecipient, nor may they award bonuses or commissions for having secured the award of a grant funded project. MTA ensures the truthfulness and accuracy of any claims, statements, submissions, certifications, assurances, affirmations, or representations provided to the federal government. Further, MTA certifies that, prior to entering into any third-party agreement, the entity has no unpaid federal tax liabilities that are not being properly addressed. Additionally, MTA certifies that the entity has not been convicted of a felony criminal violation under any federal law within the past 24 months.

~~–~~Mason Transit’s officers, employees, board members, or agents may accept gifts where the financial interest is not substantial, and the gift is an unsolicited item of nominal intrinsic value. Items with a value of over \$50 will not be accepted under any circumstances.

This Code of Ethics prohibits Mason Transit’s officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, violation of this code by a Mason Transit officer, employee, board member or agent, or by subcontractors or subrecipients or their agents shall result in penalties, sanctions or other disciplinary actions, up to and including discharge.

3.0 Personal Conflict of Interest.

See Also: Employee Handbook
Page 1 of 3



Title: Code of Ethics
Number: 204
Effective: May ~~13, 2008~~19, 2026
 Cancels: ~~N/A~~Resolution No. 2008-11
Prepared by: ~~Tracy Becht~~Amy Asher, Executive Assistant
Approved by: Authority Board
Resolution No. ~~2008~~26-181

This Code of Ethics prohibits Mason Transit’s employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal or State funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

4.0 Organizational Conflict of Interest.

Mason Transit has adopted the procedure shown below for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

5.0 Identification and Prevention.

Upon acceptance of a position with Mason Transit as an employee, officer, board member or agent, it is the responsibility of the individual to immediately disclose any potential, real or apparent conflicts of interest. It is the policy of Mason Transit that all employees, officers, board members, or agents, during the course of their affiliation with Mason Transit, take steps to avoid the appearance of a conflict of interest and report any potential conflict immediately to the General Manager for appropriate action. It is the responsibility of all associated with Mason Transit to report any activity that is suspected to be in violation of the basic principles of this Code of Ethics.

6.0 Lobbying

[Mason Transit Authority’s officers, employees, board members or agents understands that federal regulations outlined in as outlined in the 49 CFR Part 20 prohibit the use of federal transit funds for lobbying Congress or federal agencies to influence grants, loans, or contracts. Should MTA engage in lobbying activities](#)

See Also: Employee Handbook
Page 2 of 3



Title: Code of Ethics
Number: 204
Effective: May ~~13, 2008~~19, 2026
 Cancels: ~~N/A~~Resolution No. 2008-11
Prepared by: ~~Tracy Becht~~Amy Asher, Executive
~~Assistant~~General Manager
Approved by: Authority Board
Resolution No. 20~~08~~26-~~18~~1

[with the use of non-federal funds, those activities will be reported to the Washington State Department of Transportation using the General Service Administration’s Standard Form SFLLL.](#)

[7.0 Prohibition on trafficking of persons](#)

[Mason Transit Authority’s officers, employees, board members or agents, subrecipients, and subrecipient's employees do not engage in any forms of persons trafficking as outlined in 2 CFR 200 Appendix A to Part 175 and Chapter 19.320 RCW.](#)

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE CODE OF ETHICS POLICY (POL-204) AND
SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY ADOPTED
OR APPROVED MASON TRANSIT AUTHORITY CODE OF ETHICS POLICY
(POL-204), INCLUDING RESCINDING RESOLUTION NO. 2008-11.**

WHEREAS, the Mason Transit Authority (“MTA”) Board (the “Board”) previously approved the Code of Ethics Policy (POL-204) by the Mason Transit Authority Board on May 13, 2008; and

WHEREAS, the changes in Section 2 and additions of Sections 6 and 7 are required by the Washington State Department of Transportation to remain in compliance with federal requirements and remain eligible for grant funding;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD finds that the attached revised Code of Ethics Policy (POL-204) is approved and shall supersede and replace in full any previously adopted or approved MTA Code of Ethics Policy (POL-204), including rescinding Resolution No. 2008-11.

Adopted this 19th day of May, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Pam Schlauderaff, Authority Member

Judy Scott, 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: New Business – Item 8C – *Actionable*
Subject: Update to POL-206 Records Management Policy
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

MTA maintains a Records Management Policy to ensure compliance with state and federal laws with regards to retention of key agency records. This update has been requested by WSDOT at its recent site visit. WSDOT has suggested that this policy should be updated for the following reasons:

- Update definitions to clarify that Title VI, ADA and EEO complaints are considered essential records.
- Clarify the records retention schedule so that WSDOT granted related records are kept for six (6) years after the end of the biennium.

The changes have been sent for review to MTA’s Board Policy Committee, MTA’s WSDOT Community Liaison, and Legal Counsel.

Summary: Update to MTA’s POL-206 Records Management Policy.

Fiscal Impact:


None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2026-19 updating POL-206 Records Management Policy.

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|---|---|
|  | <p>Title: Records Management Policy</p> <p>Number: 206</p> <p>Effective: November 17, 2020 <u>May 19, 2026</u></p> <p>Cancel: Resolution No. 2019-36 <u>2020-37</u></p> <p>Prepared by: Tracy Becht, Public Records Officer <u>Amy Asher, General Manager</u></p> <p>Approved by: Authority Board Resolution No. 20206-3719</p> |
|---|---|

POL-206 RECORDS MANAGEMENT POLICY

This policy applies to all Mason Transit Authority (MTA) Board members, employees and volunteers and all Mason Transit Authority records, regardless of format.

1.0 Purpose

This records management policy provides requirements and guidelines for the creation, maintenance, use and disposition of Mason Transit Authority records. This policy is designed to:

- 1.1 Demonstrate and document compliance with laws, regulations and standards.
- 1.2 Facilitate and sustain day-to-day operations.
- 1.3 Support budgeting and planning.
- 1.4 Assist in answering questions about past decisions and activities.

2.0 Policy

Proper handling of records enables and supports Mason Transit Authority in fulfilling its mission and the responsibilities required by RCW 40.14 and RCW 42.56. An effective records management program ensures that records necessary for the effective functioning of MTA business are systematically controlled from creation through use, storage and/or disposition.

3.0 Responsibility/Authority:

- 3.1 Public Records Officer: The Public Records Officer is the designated public records officer appointed by resolution by the Authority Board of Mason Transit Authority. The Public Records Officer oversees all records management; advises departments regarding records retention, disposition, public disclosure; and provides records management training.
- 3.2 Acting Public Records Officer: The Acting Public Records Officer, also appointed by resolution by the Authority Board of Mason Transit Authority, shall carry out those duties of the Public Records Officer when absent.
- 3.3 Managers: The Managers will assist and comply with the Public Records Officer’s directions and manage individual department records. Individual departments are responsible for securely maintaining records for the retention period indicated on the retention schedule (as defined in Section 4.0 below). Department responsibilities include ensuring the physical safety of records and ensuring that confidential records are protected from inappropriate release and the day-to-day management of records in all forms and as set forth in RCW 40.14 and 42.56.



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| Title: | Records Management Policy |
| Number: | 206 |
| Effective: | November 17, 2020 <u>May 19, 2026</u> |
| Cancel: | Resolution No. 2019-36 <u>2020-37</u> |
| Prepared by: | Tracy Becht, Public Records Officer <u>Amy Asher, General Manager</u> |
| Approved by: | Authority Board Resolution No. 20206-37 <u>19</u> |

- 3.4 **Staff:** All employees create and use public records as a part of their regular job duties and are responsible for following this policy as well as in-house guidelines and procedures. Staff is expected to be responsible and will be held accountable in meeting Mason Transit Authority’s responsibilities under this policy. Failure to do so could result in disciplinary action.
- 3.5 **All:** Unless being terminated immediately, Managers and staff that are concluding their employment with Mason Transit Authority shall meet with the Public Records Officer and the Systems Administrator prior to their departure so that all paper and electronic records under that employee’s responsibility are transitioned as appropriate.

4.0 Definitions

- 4.1 As used in this policy, the following terms shall have the following meanings:

Active Record: An active record is used in an office on a routine basis and accessed at least several times a year. Active records are usually kept on-site.

Archival Record: Public records with the “archival” designation in the Retention Schedule (as defined below) are records which may possess enduring legal and/or historic value and must not be destroyed. Archival Records are to be transferred to the Public Records Officer for proper transference to the Washington State Archives for permanent retention.

Essential Record: Essential records are those records that MTA must have in order to resume core functions and maintain or resume business continuity following a disaster, and support MTA’s legal authority, responsibility, rights and financial status; are necessary to resume and restore operations; and document the rights and obligations of MTA employees and citizens. [Title VI, ADA, and Equal Employment Opportunity \(EEO\) complaints specifically related to WSDOT grant projects are included.](#) Essential records require extra care to ensure they are adequately backed up and recoverable in the event of a disaster, such as a fireproof cabinet or backup of electronic records on a remote server. While the retention requirements for essential records may range from very short-term to archival, security backup of these public records shall be created and may be deposited with Washington State Archives.

Inactive Record: A record used or accessed in an office infrequently or no longer used in the conduct of current business, but still required to be kept by the Retention Schedule for legal or historical purposes. Inactive records in other than



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| Prepared by: | Tracy Becht, Public Records Officer <u>Amy Asher, General Manager</u> |
| Approved by: | Authority Board Resolution No. 20206-37 <u>19</u> |

electronic format shall be stored in the Records Vault until the assigned retention period has been satisfied and shall be transferred to the Washington State Archives for permanent retention. Inactive records in electronic format shall be transferred electronically to the Washington State Archives.

Public Record: RCW 40.14.010 defines public records as "...any paper, correspondence, completed form, bound record book, photograph, film, sound recording, map drawing, machine-readable material, compact disc meeting current industry ISO specifications, or other document, regardless of physical form or characteristics, and including such copies thereof, that have been made or received by any agency of the state of Washington in connection with the transaction of public business..."; or as amended at any time.

Records Disposition: Actions taken with records when they are no longer required to be retained by Mason Transit Authority as set forth in the Retention Schedule. Possible disposition actions include transfer to archives and destruction.

Records Vault: That area of Mason Transit Authority that is secured by key entry and set aside for storage of all Inactive Records, unless custody is transferred to the Washington State Archives for historical preservation.

Retention Schedule: That document setting forth requirements adopted by the Washington State Archivist & Local Records Committee which specifies the length of time each record series will be retained by Mason Transit Authority, whether the record is designated essential, archival or potentially archival, and final disposition of the Public Record. ***In the case of WSDOT grant funding, all records relating to the project in which grant funding was received by MTA, whether Active, Inactive, Archival or Essential Records, shall be retained, at a minimum, for the term of the grant funded project plus six years ~~thereafter~~ after the end of the biennium in which the project concluded.*** This requirement of WSDOT grant funding shall override the schedule of the Washington State Archivist and Local Records Committee for those Public Records that relate to a grant funded project.

Transitory Records: Transitory Records are those records identified in the Retention Schedule as such and only document information that is temporary, short-term value, provided that the Public Record is not needed as evidence of a business transaction and is not covered by a more specific record series on the Retention Schedule. Recording the destruction of transitory records is not required.



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| Title: | Records Management Policy |
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| Cancel: | Resolution No. 2019-36 <u>2020-37</u> |
| Prepared by: | Tracy Becht, Public Records Officer <u>Amy Asher, General Manager</u> |
| Approved by: | Authority Board Resolution No. 20206-37 <u>19</u> |

Record Series: Any group of Public Records that is used as a unit, filed as a unit and can be disposed of as a unit, so long as any disposition is in alignment with the Retention Schedule as fully defined above.

Disposition Authority Number: The State Archivist & Local Records Committee assigns a Disposition Authority Number or “DAN” to each Public Record, which is identified in the Retention Schedule. It is up to the person doing the archiving to look up the type of record, locate the DAN and place it on the archive label or work with the Public Records Officer to ensure that the correct DAN is assigned to each record.

5.0 Record Retention


- 5.1 For Public Records that **do not** relate to WSDOT grant fundings, the Washington State Archivist & Local Records Committee Retention Schedules and RCW 40.14 provides Mason Transit Authority with the legal authority to destroy Public Records only after the minimum retention period listed in the Retention Schedules has been met. The retention period is the minimum time that records must be kept.
- 5.2 For any Public Records that relate to projects funded by WSDOT grants, those Public Records shall be retained during the term of the project and for six (6) years ~~thereafter~~ after the end of the biennium in which the project concluded.
- 5.3 All destruction of any Public Records, except Transitory Documents, shall be performed and recorded by the Public Records Officer.
- 5.4 Confidential or sensitive records, including non-paper media, must be reduced to an illegible condition when destroyed.

6.0 Electronic Records

- 6.1 Electronic records must be retained in electronic format and remain useable, searchable, retrievable, and authentic for the applicable retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Examples of electronic records include web pages, databases, records “born” in a digital format.
- 6.2 Electronic records must be retained and disposed of based on content rather than format. The Retention Schedule applies to all formats of records, as set forth in RCW 40.14.010
- 6.3 In making decisions about how long to retain electronic records, the Retention Schedule is the **minimum** requirement MTA must hold a record and should be

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

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|  | <p>Title: Records Management Policy</p> <p>Number: 206</p> <p>Effective: November 17, 2020 <u>May 19, 2026</u></p> <p> Cancels: Resolution No. 2019-36 <u>2020-37</u></p> <p>Prepared by: Tracy Becht, Public Records Officer <u>Amy Asher, General Manager</u></p> <p>Approved by: Authority Board Resolution No. 20206-3719</p> |
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used as a guide as much as possible. The Manager is responsible for determining whether or not it would be better for MTA to retain records for a longer period of time and notify the Public Records Officer for inventory, and if appropriate, storage purposes with a new destruction date to be determined.

7.0 E-mail Employer’s Right to Access

Emails sent or received on MTA accounts, devices or equipment may be accessed and monitored in the normal course of business by system administrators, supervisors and support staff; may be releasable to the public, may require special measures for privacy protection; and are subject to discovery proceedings in legal actions. E-mail either sent from or received on MTA accounts, devices or equipment which relate to or contain information relating to the conduct of MTA business or the performance of any MTA governmental or proprietary function are public records subject to release. E-mails sent or received on personal devices are also public records if the subject of the e-mail is within the scope of employment of the individual. Any e-mails can qualify as public records if they contain any information that refers to or impacts the actions, processes, and functions of MTA. Employees may be required by MTA to search personal devices for any public records and turn over such records to the Public Records Officer.

8.0 Legal Holds and Public Records Requests

Records involved in litigation or reasonably anticipated or foreseeable litigation will be placed on legal hold and must be preserved until the legal hold is released by the Public Records Officer. If a record(s) covered by a public records request is scheduled for destruction, the record(s) must be retained until the request is fulfilled.

RESOLUTION NO. 2026-19

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE RECORDS MANAGEMENT POLICY (POL-206)
AND SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY
ADOPTED OR APPROVED MASON TRANSIT AUTHORITY RECORDS
MANAGEMENT POLICY (POL-206), INCLUDING RESCINDING
RESOLUTION NO. 2020-37.**

WHEREAS, the Mason Transit Authority (“MTA”) Board (the “Board”) previously approved the Records Management Policy (POL-206) by the Mason Transit Authority Board on November 17, 2020; and

WHEREAS, the changes in Section 4.1 and 5.2 are required by the Washington State Department of Transportation to remain eligible for grant funding;

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the attached revised Records Management Policy (POL-206) is approved and shall supersede and replace in full any previously adopted or approved MTA Records Management Policy (POL-206), including rescinding Resolution No. 2020-37.

Adopted this 19th day of May, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Pam Schlauderaff, Authority Member

Judy Scott, 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: New Business – Item 8D – *Actionable*
Subject: Update to PLN-307 EEO Plan
Prepared by: Haley Dorian, Human Resources Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

This update has been requested by the Washington State Department of Transportation (WSDOT) following a recent administrative site visit that included a review of several required policies. In order to remain in compliance with state and federal requirements and remain eligible for grant funding, WSDOT has suggested that this plan should be updated for the following reasons:

- Update to clarify language in the following sections of the EEO Plan: Dissemination, Designation, and Monitoring and Reporting Systems.
- Update to MTA’s organization chart to list Leadership roles with names of staff.
- Addition of a complaint log to the appendix.

The changes have been sent for review to MTA’s Board Policy Committee, MTA’s WSDOT Community Liaison, and Legal Counsel.

Summary: Update to MTA’s EEO PLN-307

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Moved that the Mason Transit Authority Board approve the Equal Employment Opportunity Program Plan for the period January 2025 - December 2028.



Equal Employment Opportunity Program

January 2025 – December 2028

Equal Employment Opportunity Program:

Adopted December 15, 2020

Effective January 1, 2021

Updated December 2024

Effective January 1, **2025**

Updated [April-May 2026](#)

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This 2025-2028 version contains updates to position titles and statistics.

May 2026 updates to clarify language in Dissemination, Designation, and Monitoring and Reporting Systems sections per WSDOT guidance, as well as. Additionally, updates to the organizational chart and added appendix for addition of a complaint log to the appendix.

Introduction

Mason Transit Authority is committed to the concept and practice of equal employment opportunity in all aspects of employment. In developing and implementing this Equal Employment Opportunity (EEO) Program, Mason Transit Authority has been guided by established policy of providing equal employment opportunity.

Any goals which Mason Transit Authority has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this EEO Program. The use and effect of goals and timetables in this EEO Program is not intended to discriminate against an individual or group of individuals with respect to any employment opportunity for which he, she, or they are qualified on the grounds that he, she, or they are not the named beneficiaries of affirmative action themselves. Indeed, nothing herein is intended to sanction the discriminatory treatment of any person.

Equal Opportunity Policy Statement and Reaffirmation

Mason Transit Authority (MTA) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

MTA Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, upgrading, transfer, demotion, layoff, termination, rates of pay or other forms of compensation and treatment of employees.

All applicants and employees have the right to file complaints alleging discrimination with the EEO Officer or office. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

MTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As MTA's General Manager, I maintain overall responsibility and accountability for MTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed Haley Dorian, HR Manager as MTA's EEO Officer. The HR Manager will report directly to me and acts with my authority with all levels of management, labor unions and employees. The EEO Officer can be contacted by phone at (360) 432-5723 or by email at hdorian@masontransit.org.

All MTA executives, management and supervisory personnel, however, share in the responsibility for implementing and monitoring MTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. MTA will evaluate its managers' and supervisors' performance on their successful implementation of MTA's policies and procedures, in the same way MTA assesses their performance regarding other agency's goals.

MTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the agency is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

Signature _____

Date _____

Responsibilities for Implementation

Administrative Structure

The office of the General Manager bears the overall responsibility and accountability for the implementation of Mason Transit Authority's EEO Program. The HR Manager, under delegation from the General Manager, serves as the EEO Officer (EEOO) for the organization. The HR Manager is responsible for implementing, coordinating, maintaining and evaluating the EEO Program. Department managers are charged with the responsibility of carrying out the EEO Program within their departments, and for reporting with respect to implementation of the EEO Program, to the HR Manager. Managers and supervisors are responsible to carry out the goals and objectives of the Program as delegated to them by their respective department managers.

The HR Manager is responsible for:

1. Reviewing current programs for broadening employment opportunities for all protected classes and to recommend new programs to assist Mason Transit Authority in achieving its EEO goals;
2. Reviewing the contents of the EEO Program and to recommend modifications to the EEO Program when necessary;
3. Providing advice regarding the impact and feasibility of proposed modifications to the EEO Program;
4. Reviewing departmental objectives and goals to ensure that EEO objectives are included;
5. Assisting in identifying employment barriers that might exist, making recommendations regarding the elimination of such barriers and assisting in breaking down such barriers; and
6. Providing information to Mason Transit Authority departments about progress toward achieving EEO goals.

The HR Manager is responsible for classification, compensation, and monitoring discipline of all employees; recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the EEO Program; and maintaining all personnel records and data necessary for monitoring and determining compliance with the EEO Program that pertains to employment or compensation and classification matters.

A review of the EEO Program will be conducted annually to ensure successful implementation of the program.

Departmental Plans

In support of the EEO Policy and the EEO Program, each department manager shall, depending on their needs, develop goals and objectives related to their work environment which will contribute toward the overall goals and objectives established in the program.

Department Managers are responsible to:

1. Assist in the identification of problem areas and to establish department goals and objectives which will further the organization's commitment to equal employment opportunity;
2. Seek to participate in local minority organizations, women and disabled groups, community action organizations, and community service programs which are designed to promote equal employment opportunity;
3. Hold regular discussions with supervisors and other employees to assure the organization's policies and procedures are being followed;
4. Review the qualifications of departmental employees and applicants for employment to assure that all protected classes are given full opportunities for employment, promotion and transfer, training, compensation, and all other terms and conditions of employment;
5. Participate in periodic audits of all aspects of employment in order to ensure that the organization is in compliance with local, state, and federal laws and regulations pertaining to equal employment opportunity; and
6. Participate in the review and/or investigation of complaints alleging discrimination.

Dissemination

The EEO Program shall be made available to all parties via our website and upon request to all employees of the Administration Office.

A copy of the EEO Program will be readily available to members of the public.

All new employees shall receive information describing employee related benefits and equal employment opportunity policies. A non-discrimination policy statement shall be included in Employee Handbook.

Internal

All employees including managers and supervisors are fully informed of the EEO Program through actions which include, but are not limited to the following:

1. The EEO Policy will be included in, or referred to, in the organization's personnel policies and other appropriate in-house publications.
2. The EEO information will be provided to employees through normal communication channels including postings and employee memos.
3. EEO Policy and Program will be posted in Paylocity for all employees to acknowledge.
4. Bulletin board announcements and literature regarding the EEO Program shall be posted in appropriate work locations.
5. Presentation and discussion of the EEO Policy in new employee orientation sessions and All-Staff meetings or supervisor/manager training sessions held at a minimum semi-annually. New employees are directed to the Personnel Policy Manual that includes the EEO Policy and are required to sign an acknowledgement of receipt and understanding of these policies/rules within 90-days of their appointment. [MTA commits to meeting with top management officials \(e.g., operations, human resources, planning, marketing, etc.\) at a minimum of semiannually to discuss the EEO Program and its implementation.](#)
6. Conferring with diverse employee groups including underutilized classes of women and minorities for suggestions in implementing and refining the EEO Program. [MTA commits to meeting with all employees and affinity groups to seek input on the implementation of the program.](#)

External

1. Community organizations have access to the organization's EEO Program via the Agency

website. Agencies such as public and private employment agencies, educational institutions, local jurisdictions, unions, and agencies that assist minorities and persons with disabilities, and others that refer applicants may also request a copy by contacting the Agency directly.

2. The HR Manager as the EEOO for Mason Transit Authority, will maintain liaison with organizations serving persons of minority status and females.
3. Recruitment sources, such as the media, public employment agencies, educational institutions and jurisdictions that receive Mason Transit Authority's employment announcements will be notified of the Equal Employment Opportunity Policy and Mason Transit Authority's interest in interviewing and hiring minorities and females for all positions.
4. All position announcements will include the following statement: "Equal Employment Opportunity Employer".
5. Contractors, sub-contractors, vendors, and suppliers will be notified of the Equal Employment Opportunity Policy.
6. All purchasing contracts and/or agreements over \$25,000 entered in to by Mason Transit Authority shall contain language addressing Mason Transit Authority's Equal Employment Opportunity Policy.

Designation of Personnel Responsibility

The designation of personnel responsibility is set forth in the Administrative Structure set forth above and Mason Transit Authority does not consider it a conflict of interest for the HR Manager to serve as the EEOO. The agency is too small and does not experience enough EEO adverse activities to support a single position plus staff to administer the EEO Program. It is the experience of the agency that the HR Manager has adequate time and staff to act as the EEOO. The EEOO, in conjunction with managers and supervisors, performs employment-related duties in concurrence with the EEO Program, and the EEOO serves as a check and balance on employment practices. [Should the need arise, the EEOO has use of the Boards Legal Counsel.](#) The EEOO is responsible for classification, compensation, grievance resolution, monitoring discipline of all employees, recruiting, evaluating, and referring applicants for employment, promotion, or transfer; maintaining liaison with organizations providing services to minorities, women, and the disabled; investigating internal complaints of discrimination and monitoring compliance with the goals of the EEO Program; as well as maintaining all personnel records and data necessary for monitoring and determining compliance with the EEO Program that pertains to employment or compensation and classification matters. [MTA commits to encouraging employee participation to support the advancement of the EEO Program \(e.g., professional development and career growth opportunities, posting promotional opportunities, shadowing, mentoring\).](#)

The HR Manager is an executive who reports, and is directly responsible, to the agency's General Manager, and to whom top management support is given. The EEOO is identified by name in all internal and external communications regarding the agency's EEO Program.

When there is a conflict of interest regarding any EEO complaint, the complainant shall file their complaint directly with the General Manager. The General Manager bears overall responsibility for the actions of the EEOO. No conflicts of interest as described have arisen to date.

Mason Transit Authority's HR Manager exhibits effectiveness acting as the EEOO through:

1. Sensitivity to, and an awareness of, the varied ways in which discrimination occurs;
2. Total commitment to EEO Program goals and objectives;
3. Knowledge of civil rights precepts, policies, rules, regulations, and guidelines; and
4. Sufficient authority and ability to work and communicate with others to achieve EEO goals and objectives.

The EEOO's program responsibilities include:

1. Developing and recommending EEO policy and programs, including internal and external communication;
2. Collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
3. Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed;
4. Reporting regularly to the General Manager on progress toward meeting agency goals and on contractor and vendor compliance;
5. Serving as liaison between the agency, federal, state, and local governments, regulatory agencies, minority, disability, and women's organizations and other community groups;
6. Assuring that current legal information affecting equal employment opportunity is disseminated to responsible officials;
7. Overseeing the recruitment of minority, disabled, and female applicants and establishing outreach sources for use by hiring departments;
8. Concurring in all hires and promotions; and
9. Investigating employment discrimination complaints.

In addition, the HR Manager's program responsibilities include:

1. Review current programs for broadening employment opportunities for all protected classes and to recommend, explore or implement new programs to assist Mason Transit Authority in achieving its equal opportunity goals;
2. Review the contents of the EEO Program and to recommend modifications to the EEO Program when necessary;
3. Review departmental objectives and goals to ensure equal opportunity objectives are included;
4. Review the agency's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood;
5. Provide EEO training for employees and managers;
6. Notify employees and applicants of available training programs and professional development opportunities and entrance requirements;
7. Provide reasonable accommodation to applicants and employees who need them;
8. Assist in identifying employment barriers that might exist and make recommendations leading to the elimination of any such barriers; and
9. To provide information to Mason Transit Authority departments about progress toward achieving the equal opportunity goals.

While the EEO is responsible for coordinating, maintaining and evaluating the implementation of the EEO Program, department managers are charged with the responsibility for carrying out the EEO Program within their respective departments, as well as communicating on departmental implementation of the EEO Program to the EEO. Managers and supervisors are responsible for carrying out the goals and objectives of the EEO Program as an integral function of their jobs and as delegated to them by their respective department directors.

Managers' and supervisors' responsibilities in implementing the EEO Program include the following as befits the individual departments and divisions:

1. Assisting in identifying problem areas and establishing agency and department goals and objectives in support of the EEO Plan;
2. Being actively involved with local minority, disability, and women's organizations, community action groups and community service programs designed to promote EEO;
3. Participating actively in periodic audits of all aspects of employment in order to identify and to

- remove barriers obstructing the achievement of specified goals and objectives;
4. Holding regular discussions with other managers, supervisors, and employees to assure the agency's policies and procedures are being followed;
 5. Reviewing the qualifications of all employees to assure that minorities, people with disabilities, and females are given full opportunities for transfers, promotions, training, wage increases, and other forms of compensation;
 6. Participating in the review and/or investigation of complaints alleging discrimination or harassment;
 7. Conducting and supporting career counseling for all employees;
 8. In conjunction with the EEOO, maintain and update the personnel database for generating reports required for the nondiscrimination report; and
 9. Participating in periodic audits to ensure that each agency department and division is in compliance with EEO requirements.

Employment Procedures and Practices

The following action-oriented procedures and practices which are designed to further the organization's commitment to Equal Employment Opportunity are continuing:

Employment

Mason Transit Authority will aggressively recruit the most qualified people to staff the organization; and in doing so, it will afford equal opportunity for employment, placement, training, promotion, and salary to all persons without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, or any other factor not related to the requirements of a work assignment.

The HR Manager is responsible for establishing recruitment, examination and referral procedures and shall be responsible for all personnel activity at Mason Transit Authority.

Recruitment: When Mason Transit Authority determines that it is necessary to create a position or to fill a vacancy, the HR Manager will manage the recruitment in one of the following ways:

1. Open Competitive Recruitment:

An announcement will be developed which will include a brief description of the position, the minimum qualifications required to do the job, the salary or hourly wage, the period of time during which applications will be accepted, and a brief description of the selection process. The position announcement will be placed on Mason Transit Authority's designated bulletin boards, on the Mason Transit Authority website at www.masontransit.org and may be provided to:

- State employment agencies, i.e., WorkSource.
- Annual local Job Fair announcements which may be onboard our vehicles.
- The placement office of appropriate educational institutions, i.e., Olympic College, The Evergreen State College, South Puget Sound Community College.
- Agencies within Mason County which serve minority groups.
- Appropriate minority focused media or organizations.

A brief version of the announcement will appear in the classified employment section of the appropriate local/regional newspaper(s).

2. Internal Competitive Recruitment

When the HR Manager determines that there are an adequate number of employees who might be

qualified for a position vacancy, the recruitment will be managed as follows:

A position vacancy notice will be developed as outlined above and the notice will be placed on designated bulletin boards within the organization and in Paylocity Community. If an adequate number of qualified candidates do not apply for the position, the HR Manager in conjunction with the hiring department may extend the recruitment period or move to the open recruitment process defined above.

Selection Process

Each step in the selection process will be designed to evaluate the knowledge and skills required to perform the work in a specific position. Applicants will be treated in a uniform manner and without regard to any protected status including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability, and with proper regard for their privacy and constitutional rights.

It is Mason Transit Authority's policy that spouses and immediate family shall not be employed in positions where one supervises the other, or audits, his/her work, or where they are in direct or potential competition with each other. Conviction records shall not be used as a factor in hiring except when a particular type of conviction has a direct relationship to the position involved.

Applicant Evaluation

Preliminary screening of applications shall be done by the HR Manager or his/her designee, and then referred to the hiring department manager. The weights assigned to each step in the evaluation process or to any test which is administered will be determined by the HR Manager and hiring department manager based on the requirements of the position. The evaluation will consist of, but not be limited to, the following steps:

1. The accurate completion and timely filing of the application and such other supplemental forms or required attachments as described in the position announcement;
2. An evaluation of the application to determine whether or not the applicant meets the stated minimum requirements of the position;
3. Any one or more of the following procedures: a written or video test, an oral interview, a performance test, or an evaluation of experience and training to determine qualifications.
4. Verification of any required licenses, certifications, work history, driving records, academic records, or other records as may be required to fulfill the duties of the position;
5. An interview with the hiring department;
6. A medical examination and/or medical tests to determine fitness for the position including required pre-employment drug tests in the case of hiring for a safety-sensitive position; and
7. A check of personal and professional references; and
8. The evaluation of the individual's performance during the applicable probationary employment period, if any.

Trainee Opportunities

Trainees may be accepted for on-the-job training for those positions for which there is sufficient guidance and supervisory personnel to develop employee potential. The existence of such positions shall be determined by the hiring department manager with approval of the General Manager.

Job Descriptions

Job descriptions are periodically reviewed, evaluated and, where necessary, revised to ensure that they are job-related and consistent for the same job from one department or unit to another. Job descriptions are reviewed to ensure that they are job-related and do not screen out minorities and women. The job descriptions used are made available to those members of management who are significantly involved in recruiting, screening, selecting and promoting. Recruitment sources are provided with the requisite

job-related information, and thus are able to recruit qualified persons on a nondiscriminatory basis.

Transfer and Promotion Practices

Mason Transit Authority's transfer, reclassification and promotion practices monitored on an annual basis to ensure that lateral and vertical movement occurs without regard to any protected status, including race, color, creed, national origin, marital status, age, sex, disabled veteran status, or the presence of any physical, mental or sensory disability.

Training

Mason Transit Authority encourages all employees to seek training to develop skills and may offer different training programs as applicable and where budget permits, to all employees in an effort to ensure the workforce can improve their skills as a means to provide greater opportunities for career development and progression. Mason Transit Authority also provides appropriate EEO and related training to all supervisors and managers within 90 days of hire or entering in to such supervisory/management roles.

Compensation and Benefit Programs

The object of Mason Transit Authority's compensation and benefit programs is to permit the organization to attract, retain and motivate high caliber employees and to provide compensation and benefits commensurate with the organization's financial goals and constraints, and with comparable and competing organizations. The compensation and benefit programs are periodically reviewed to ensure equal treatment is provided to all employees. The established programs are nondiscriminatory and are administered without regard to any protected status, including an individual's race, color, creed, national origin, marital status, sex, disabled veteran status, or physical, mental or sensory disability.

Disciplinary Process

Mason Transit Authority uses a system of progressive discipline including, but not limited to, the use of counseling sessions (informal) for minor infractions, oral and/or written warnings (formal) for more serious infractions or repeated violations, and suspension and/or termination for significant conduct violations.

Mason Transit Authority's Performance Counseling Policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed to be consistent with the agency's values, human resources best practices and employment laws. The approach is to emphasize the opportunity for the employee and the supervisor to resolve performance problems through discussion and coaching, while recognizing that acceptable performance is the goal the employee must achieve. Through all steps of the Performance Counseling, the employee is outlined with expectations and the outcome should the performance not improve.

All employees are afforded the opportunity to verbally or in writing respond to any alleged infraction or violation prior to the administration of disciplinary action. Employees are also provided a copy of Mason Transit Authority's Employee Handbook at the time of their hire and throughout their employment as rules and regulations are amended or changed.

The assessment of the disciplinary action imposed upon employees by Mason Transit Authority during this reporting period indicates that the rules and regulations set by Mason Transit Authority are applied fairly and consistently without discrimination.

Work Force Composition/Statistical Data

The current workforce composition, the organization's departments and employee movement activity by minority and female status are listed below. Also, listed below is the number of applicants for employment in each job category that we had filled externally and internally year to date to include the number hired, cross-referenced by sex and race.

We review this data to identify any adverse effect in personnel processes for minorities and women.

Equal Employment Opportunity Job Categories for All Departments

A EXECUTIVE SENIOR LEVEL OFFICIALS/MANAGERS

General Manager (0)
HR Manager (0)
Finance Manager (1)
Operations Manager (0)
Maintenance Manager (0)

B PROFESSIONALS

Executive Assistant/Clerk of the Board/Public Records Officer (0)
Operations Supervisor (0)
Safety & Trainer Supervisor (1)
Comm Center Supervisor (0)
IT System Administrator (0)
Building Superintendent (0)

C ADMINISTRATIVE SUPPORT

Customer Service Representative/Scheduler/Dispatcher (1)
Operations Coordinator (0)
Accounting Assistant (1)

D OPERATIVES

Operators (10)
Worker/Driver Operators (1)

E CRAFT WORKERS

Lead Mechanic (0)
Mechanic (1)
Service Mechanic (0)

F SERVICE WORKERS

Detailer/Fueler (2)
Facility Tech (0)

Position Titles and Descriptions for All Departments

Administrative Department

General Manager: Provides leadership and managerial direction to all MTA services and resources and serves as principal advisor to the Mason Transit Authority Board. Directs transit operations, maintenance, planning, marketing, financial and human resource functions to attain the goals and objectives of the system. Ensures the efficient utilization of employees, funds, materials, facilities, and time. Establishes annual goals and objectives, short- and long-range plans, and procedures to ensure the policy direction of the Authority Board is carried out in an expeditious and cost-effective manner. A primary responsibility is to serve as a representative and to strengthen relationships with other agencies, jurisdictions, state and federal regulatory agencies, local media, citizen interest

groups and private businesses. The General Manager also ~~And~~ serves as the Drug and Alcohol Program manager.

Finance Manager This position plans, organizes, coordinates, manages, controls and evaluates financial accounting and reporting for MTA including financial planning and forecasting, accounting, budgeting, grants, procurement, capital projects to ensure the fiscal health and sustainability of the Agency; developing the Agency's short- and long-term technology plan; participates as a member of the Leadership Team in the overall administration of MTA financial management of state and federal policies, regulations and requirements, and DBE Compliance Officer.

HR Manager: This position plans, organizes, manages, and oversees the agency's activities including all aspects of Human Resources; Drug and Alcohol Program Management and assures compliance in Human Resources. Assist other departments in Human Resources including training, corrective action, hiring, investigations and termination proceedings. This position serves as the EEOO, Drug and Alcohol program DER.

Accounting Assistant: Responsible for accounts payable, accounts receivable, cash receipts and a variety of accounting controls in support of financial accountability and good stewardship.

Executive Assistant/Clerk of the Board/Public Records Officer: This position is responsible for providing high-level administrative support by conducting research, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. This position also serves as Clerk of the Board to MTA's governing Board, responsible for agency records, and responding to public records requests.

IT System Administrator: Responsible for leading and performing all IT related activities of the agency. This position is accountable for ensuring continuity of IT systems throughout the agency through planning, technical leadership and project management. Maintain and monitor end-user workstations and productivity on local area network. Perform a variety of maintenance, software installation, end-user support and tasks to ensure end-user workstations and network performance meet MTA and user requirements. Provide support to staff on all MTA-supported applications. Troubleshoot computer problems, determine source and advise on appropriate action.

Operations Department

Operations Manager: Plans, organizes, directs, and controls the provision and operation of public transit services including fixed route and demand-response and associated safety and training programs; ensures and leads service coordination, quality and transit security efforts; supports, supervises, maximizes and evaluates the performance of team personnel. Develops and implements policies and procedures. Reviews system performance and reporting of transit services. Oversees compliance with the Americans with Disabilities Act regulation and appeal processes and acts as the Title VI coordinator.

Operations Supervisor: Plans, supervises and coordinates activities to monitor, evaluate, control and maintain the quality of scheduling, fixed-route, dial-a-ride, route deviated and special event transportation services; supervises and evaluates drivers; reviews and takes appropriate action regarding events, accident and incident reports, customer comments, employee attendance and other performance areas.

Safety and Trainer Supervisor: Conducts transit driver, worker/driver, and other employee training and retraining in safe vehicle and equipment operation, passenger relations, emergency and accident procedures; conducts training analysis, serves on inter- and intra-organizational committees, including MTA's Safety Committee and Service Review Committee, Mason County Emergency Management planning team and others as assigned; prepares, provides and evaluates training programs and initiatives.

Scheduler/Dispatcher: Dispatches and coordinates movement of transportation service vehicles to various locations within the agency's service area. Receives and processes ride requests for demand response and route deviated services. Responsible for scheduling and dispatching fixed route, dial-a-ride, route deviated and special event services and the coordination of drivers and vehicles.

Operator (Driver/Worker-Driver): Responsible for providing efficient and safe operation of motor vehicles, passenger assistance, radio operations, recordkeeping and adherence to all applicable laws. Responsible for providing excellent customer service, properly collecting all authorized fares; and promoting and maintaining positive relationships with customers and co-team members.

Operations Coordinator: Coordinates ridership and community outreach projects and events; assists in planning, coordinating and implementing complex short- and long-range service goals; works with the public, other transportation planning agencies and Mason Transit Authority staff to help design and implement efficient and productive transit service; collects and studies ridership trends, demographics and community development projections to create projections based upon best available data; analyzes fixed route structure and alignment, making route and service change recommendations; reviews efficiency and effectiveness of Dial-a-Ride; and assures compliance with state and federal ridership reporting requirements.

Maintenance Department

Maintenance Manager: Plans, organizes, leads and ensures the overall safety practices and maintenance functions for preventative maintenance and repair of all fleet vehicles and agency facilities; supports, maximizes and evaluates the performance of team personnel. Supports and plans capital projects. Requires effective and cooperative relationships with other MTA teams, community and transit leadership. Develops budget and schedule for vehicle replacement and departmental needs.

Lead Mechanic: Plans, coaches, and coordinates activities to monitor, evaluate, control and maintain the overall safety practices and preventive maintenance, routine service and repair of all MTA owned vehicles and equipment in accordance with established Agency standards; coordinates workload for service mechanics; reviews and takes appropriate action regarding events, accident and incident reports, and customer comments.

Mechanic: Responsible for performing preventative maintenance, diagnosis and necessary general repairs on all diesel, gasoline and alternative powered vehicles and equipment with an ASE Master certification.

Service Mechanic: Responsible for performing preventative maintenance, diagnosis and necessary general repairs on all diesel, gasoline and alternative powered vehicles and equipment.

Fueler/Detailer/Custodian: Provides support to the Maintenance Department by performing a variety of duties including fueling, washing, cleaning and detailing transit vehicles. Responsible for providing support for facilities maintenance and the custodial requirements of the agency to maintain the cleanliness of all MTA’s facilities, and to perform fueling and detailing of vehicle interiors and exteriors.

Facility Technician: Responsible for a variety of maintenance tasks to MTA facilities including ground maintenance such as mowing and trimming; makes repairs to shelters and bus stops; special projects such as painting and construction; maintain irrigation systems.

Building Superintendent (T-CC): Oversee the day-to-day operations of the community center components of the T-CC, including custodial, safety, security, maintenance and transit services coordination; serve as tenant liaison and resolve tenant issues; oversee event rental and setup, assign workload of T-CC Assistant/Custodian based on facility needs; track T-CC usage and report to management; track cost and budget for the T-CC.

Custodian (T-CC): Responsible for assisting in the implementation of a wide variety of activities at the MTA Transit-Community Center (T-CC), including but not limited to, major custodial and maintenance duties, event set-up, clean-up, and oversight of events at T-CC.

Work Force

As of December 31, 2024, the work force composition consists of a total of seventy-nine (79) employees. Of that number, thirteen (13) or 16.5% are minorities, and twenty-three (23) or 29.11% are women.

Employment Opportunities (External Recruitment)

During the year 2024, a total of sixteen (16) employees were hired into vacant or new positions. Of that number five (5) or (31.25%) were women. Five (5) minorities or (31.25%) were hired.

The following positions were filled through external recruitment efforts:

| | |
|--|--------|
| A. Executive/ Senior Level Officials/ Managers | One |
| B. Professionals | None |
| C. Administrative Support Workers | Two |
| D. Operatives | Eleven |
| E. Craftsmen | None |
| F. Service Workers | Two |

Promotions/Transfers (Internal Recruitment)

In 2024, one (1) individual was promoted into a different position, one (1) non-minority male.

In 2024, zero (0) individuals were temporarily transferred.

In 2024, zero (0) individuals were demoted.

Terminations/Separations (Involuntary/Voluntary)

During 2024 to date, 9 employees separated from Mason Transit Authority employment as illustrated below.

- Voluntary (resignations/retirements):
Four (4) were non-minority male
Zero (0) were non-minority female
- Involuntary (terminations/lay-offs):
Two (2) were non-minority male
Two (2) were non-minority female

The termination's/resignations (includes retirement) by job category are as follows:

| | |
|--|------|
| A. Executive/ Senior Level Officials/ Managers | None |
| B. Professionals | None |
| C. Administrative Support Workers | Two |
| D. Operatives | Six |
| E. Craftsmen | None |
| F. Service Workers | One |

Disciplinary Actions

Mason Transit Authority's Performance Counseling Policy applies to all Mason Transit Authority employees and is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior through a progressive discipline approach. MTA collective bargaining agreements mirror the language of the Performance Counseling Policy.

In 2024, there was Zero (0) occurrences of suspension resulting in a loss of pay during the suspension period.

Training

Mason Transit Authority will take action to review the utilization of career enhancing opportunities of all employees with a focus on female and minority staff access. Management will be informed of the programs' effectiveness at semi-annual meetings.

2024 Applicant Flow by Job Category, Number Hired, Cross-Referenced by Sex and Race

| Job Category (10 positions filled) | # of Applicants | # of People Hired | # of Applications M/F | | | # of Applications by Race | | | | | | | |
|--|--------------------|-------------------------|-----------------------|--------|-----|------------------------------|----------|---------------------|-------|--------------------|-------|----------------|-------|
| | | | Male | Female | N/A | Non- Minority | Hispanic | African American | Asian | American Indian | Other | Gender Only | Blank |
| Executive/ Senior Level Officials/ Managers | 1 | 1 | 0 | 1 | - | 1 | - | - | - | - | - | - | - |
| Professional | 0 | 0 | - | - | - | - | - | - | - | - | - | - | - |
| Craftsman | - | - | - | - | - | - | 0 | - | 0 | 0 | 0 | - | - |
| Operator | 49 | 11 | 35 | 13 | 1 | 30 | 5 | 4 | 5 | 3 | 1 | - | 1 |
| Administrative Support Worker | 29 | 2 | 7 | 22 | - | 16 | 3 | 1 | 4 | 1 | 4 | - | - |

| | | | | | | | | | | | | | |
|----------------------|------------|---------------------|-----------|-----------|----------|-----------|-----------|----------|-----------|----------|----------|----------|----------|
| | | | | | | | | | | | | | |
| Laborers and Helpers | 29 | 2/M-M | 22 | 6 | 1 | 20 | 2 | 2 | 2 | 1 | 1 | - | 1 |
| Total | 108 | 12/M 4/F | 64 | 42 | 2 | 67 | 10 | 7 | 11 | 5 | 6 | - | 2 |

| Job Category (10 positions filled) | # of Applicants | # of People Hired | # of Veteran Applicants | | | | # Applicants with Disability | | | | | | |
|--|--------------------|-------------------------|-------------------------|-----------|------------------------|----------|---------------------------------|------------|----------------------------|----------|-----------|-----------|-----------|
| | | | Not a Veteran | Veteran | # of Veterans Hired | Blank | No Disability | Disability | # Hired with Disability | Blank | | | |
| Executive/ Senior Level Officials/ Managers | 1 | 1 | - | - | - | - | - | - | - | - | - | - | * |
| Professional | 0 | 0 | - | 0 | 0 | - | - | - | - | 0 | - | - | - |
| Craftsman | 4 | 0 | - | - | 0 | - | - | - | - | 0 | - | 0 | 0 |
| Operator | 49 | 11 | 37 | 6 | 1 | 6 | 35 | 12 | 1 | 1 | 2 | 2 | 2 |
| Administrative Support Worker | 29 | 2 | 27 | 2 | 0 | - | 19 | 8 | 0 | 0 | 2 | 2 | 2 |
| Laborers and Helpers | 29 | 2 | 25 | 2 | 1 | 2 | 21 | 6 | 0 | 0 | 21 | 21 | 21 |
| Total | 108 | 16 | 89 | 10 | 2 | 8 | 75 | 26 | 1 | 1 | 28 | 28 | 28 |

*Finance Manager (Executive/Senior level officials/Managers) position hired by 3rd party, Prothman, that did not collect EEO data beyond sex of applicants.

Monitoring and Reporting

To ensure our EEO Program remains effective, we will review our statistical data pertaining to our external applicant flow data, internal promotional activity, grievance, separation activity and EEO compliant activity on an annual basis. We will do this to help us understand the current overall demographics of our workforce and to determine if there are any disparate impacts to address based on our employment practices and opportunities for improvement.

After reviewing and analyzing this data, the EEOO will meet with the General Manager and department heads semi-annually to share the results of the employment activity mentioned above and make any necessary recommendations. From these meetings, the EEOO will make any necessary changes to our plan in order for Mason Transit Authority to continue its commitment as an equal opportunity employer and an employer of choice.

Monitoring program components will consist of:

- Ensuring that the EEO Policy and this Plan and related information is being disseminated properly.

- Maintaining and monitoring records on all sources of referrals, applicants, hires, promotions, transfers and terminations by race and sex.
- Reviewing all testing selection, promotion, and training procedures to ensure nondiscrimination.
- Studying the utilization analysis for women and minorities and establishing goals for all job groups showing underutilization.
- Reviewing progress toward established goals and making necessary adjustments to correct potential deficiencies.
- Monitoring, measuring, and evaluating individual department implementation outcomes on a quarterly basis.
- Reviewing and providing report results to the General Manager and department heads.
- Maintaining complaint retention log which includes the name of the complainant, basis of the complaint, protected group, date of initial contact, date of resolution, resolution reached, and name of investigator.

Mason Transit Authority has no subrecipients or contractors who meet the EEO Program requirement threshold, and accordingly has no responsibility for external monitoring, except to make sure that any outside entities involved with recruitment or training have a copy of the EEO policy statement and undertake all recruitment and training activities in compliance with this program.

The EEOO and the General Manager will review all Collective Bargaining Agreements and all contractual provisions to ensure there is not a disparate impact.

Upon receipt of any concern or complaint submitted by an employee or applicant who feels he or she has been treated in a discriminatory fashion, the EEOO will investigate and provide results to the General Manager within 30 days. The EEOO will track claims to determine and identify any trends and to ensure that the investigation and resolution process is timely and fair. MTA includes complaint tracking and retention policies which comply with WSDOT's Consolidated Grant Program requirement of retaining the working file for each complaint for a minimum of 6 years beyond the end of the biennium.

The EEOO will report quarterly to the Executive Team, which consists of the General Manager and department managers, the progress of the EEO Program and results of monitoring, including but not limited to hiring, promotions and status of EEO complaints.

The EEOO will review and approve the EEO training for supervisors. The training will include Anti-Discrimination and Harassment training as well as Diversity and Inclusion. Training will also include hiring, promotion and training procedures.

The EEOO will meet annually with the General Manager to review goals and statistics on employment practices and policies. All new job descriptions will be reviewed by the EEOO to ensure that the position requirements are legitimate and do not cause a disparate impact. All changes and revisions of personnel policies will be reviewed by the EEOO to ensure compliance to EEO regulations and that the policy supports Mason Transit Authority EEO Program goals.

THE EEOO and GM met in Fall of 2021 and discussed the EEO plan implementation at length. Subsequently, before every recruitment launch the EEOO and GM have a meeting to evaluate the job description, posting, and recruitment efforts. In January of 2025 open Outreach Coordinator position was recruited for and filled with an internal promotion of a female driver as well as an Accounting Assistant position recruited for and filled with an external female. Fall of 2024 an open Dispatch/Scheduler position was recruited for and filled with an external female minority. In 4 year look back MTA has recruited for and filled 15 driver positions with external male and female minority candidates.

Goals and Timetables

A goal is defined as a target for the hiring and/or the promoting of women and minorities in a job category in which statistically underutilization has existed in the job category. A goal is not a rigid or inflexible quota, but rather a reasonably attainable objective which is to be aggressively pursued by applying every good faith effort to make all aspects of the Affirmative Action Program work.

Short term goals represent the next increase in minority and/or female employment in a particular job category within the next eighteen (18) month period. ~~Long-term~~Long-term goals are projected on a five-year basis. Both short- and long-term goals must be flexible and capable of modification in order to ensure they provide practical results. The goals are based on anticipated employment opportunities, which may result from the need to address staff increase, turnover rate, promotion and job availability.

A. Short-Term Goals

Short-term goals reflect service and staff expectant needs within the next 6- to 12-month period and with a low turnover rate (both historically and projected), opportunities for correcting underutilization will be improved. However, Mason Transit will aggressively pursue the overall objectives of the Affirmative Action Program by affording employment preference to women and minorities in the underutilized job categories within this program.

B. Long-Term Goals

Over the next 5-year period, it is anticipated that expansion of the fixed route service will occur, which will result in an increase in the Operator workforce. A limited number of drivers and supervisors may be required to put the increased service into effect.

Identification of Problem Areas

- Potential Problem: Insufficient female applicants for jobs in the skilled trades.
 - ✓ Corrective Action: Increase applicants by more frequent ~~contacts~~contact with schools and other agencies serving this population. Encourage female employees to refer female applicants.
- Potential Problem: Underutilization of minorities and women in specific jobs.
 - ✓ Corrective Action: Attempt to reach targeted groups through the utilization of minority publication, community organization and personnel agencies.
- Potential Problem: Lack of programs to facilitate upward mobility.
 - ✓ Corrective Action: Encourage employees to enter work/study programs and especially encourage minority and female participation.
- Potential Problem: Position descriptions may request qualifications not necessary to perform the job.
 - ✓ Corrective Action: Conduct annual review of position description to ensure they reflect job functions and do not require qualifications which may make it difficult for female and minorities to apply for positions.

Grievance Process

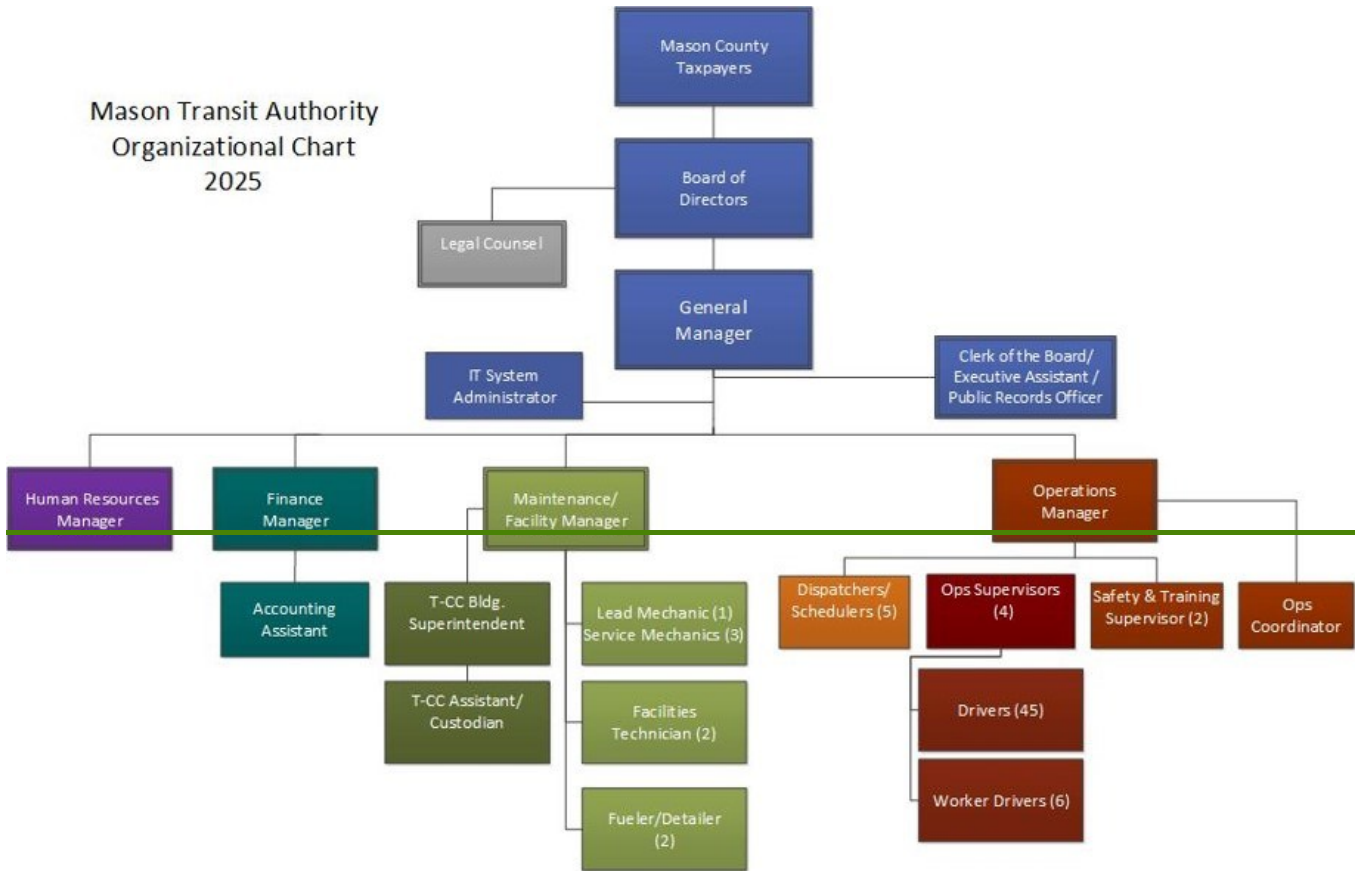
An applicant or employee who thinks he or she is being treated unfairly in employment opportunities because of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status or other protected class may file a

complaint with the EEOO. If the EEOO is unsuccessful in resolving the complaint, the individual may file the complaint with the General Manager.

If not satisfied with the General Manager's course of action, the individual may choose to file a complaint with either the Washington State Human Rights Commission or the Federal Equal Employment Opportunity Commission.

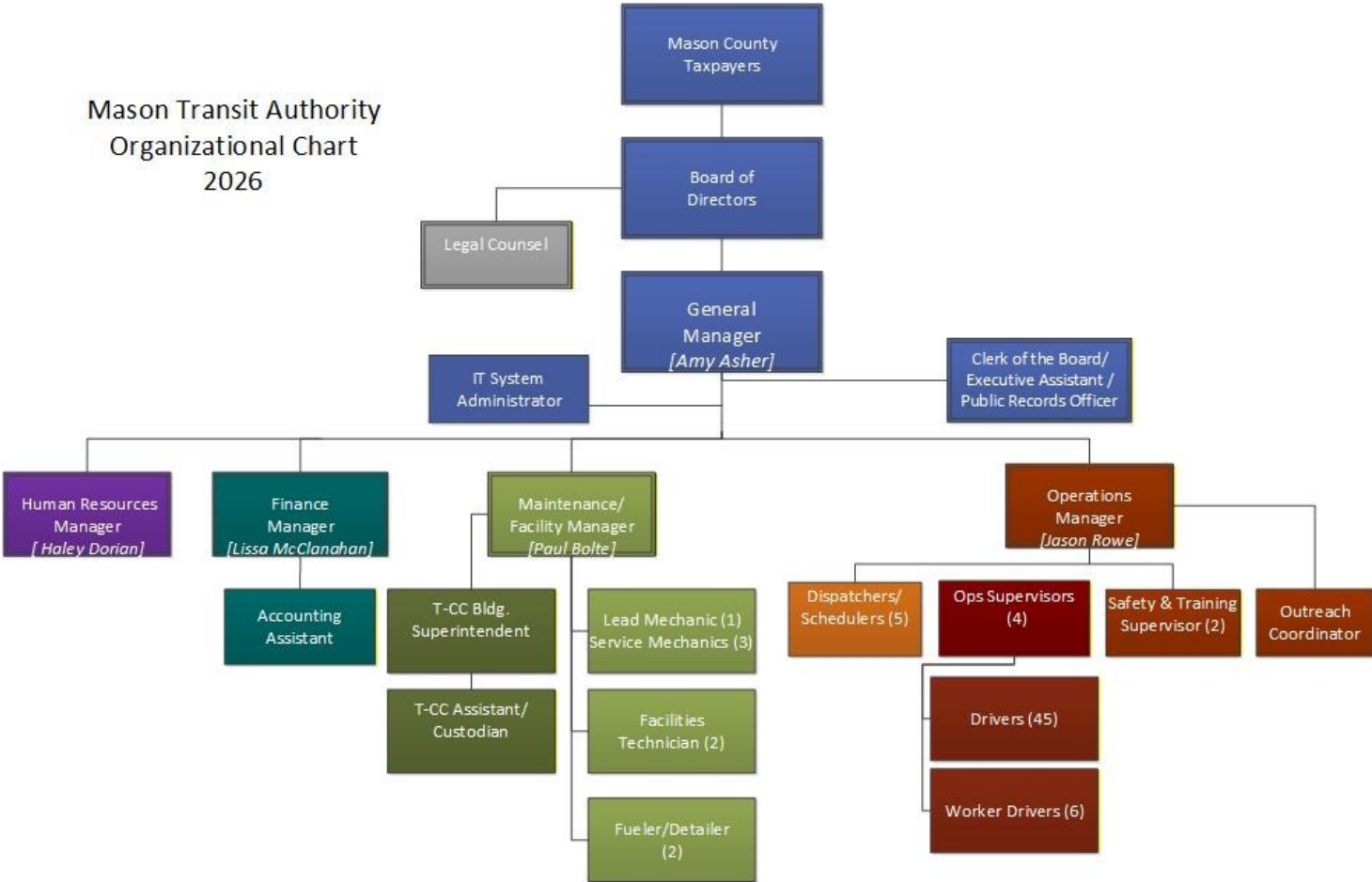
Organization Chart as of January 1, 2026

Mason Transit Authority
Organizational Chart
2025



Updated 1/1/2025

Mason Transit Authority
Organizational Chart
2026



Updated 4/1/2026

Appendix A: Good Faith Efforts Made/Areas of Opportunity

Recruitment Process/Applicant Flow:

An analysis of the minority and female applicant flow at this facility December 1, 2024, reveals that this population has shown interest in job opportunities at Mason Transit Authority – approximately 36% were minority and 36.94% were female.

To further our equal employment opportunity commitment, we will continue to aggressively recruit (through advertising media, job fairs and referral sources) women and minority applicants for all job openings.

In addition to the above applicant flow sources, we will proactively seek out local diverse organizations and associations at our local community college to make Mason Transit Authority more visible and known. We hope to attract more women and minority applicants with this targeted approach. With our efficient and seamless online solution to recruitment, we hope that this will make our job opportunities more visible to attract more applicants and make it easier for them to apply. This has also enabled us to track and manage our applicant flow data electronically for retention and reporting needs more efficiently.

Lastly, we have looked at ways to improve our screening process to give as much opportunity for individuals to qualify for our jobs. For driver recruitment, we have implemented A Day in the Life of a Driver, which has helped applicants get an understanding of what it is like to be a bus operator prior to being hired.

Training Programs

Training is a top priority for Mason Transit Authority and all employees - including minorities and women - are afforded equal opportunity to participate, depending on the particular training activity, need, or subject. Mason Transit Authority seeks within the limits of available resources, to offer training to increase an employee's skills and knowledge that is related to their duties/functions, or to maintain required licenses and certifications as part of the position.

Desegregated Facilities

All Mason Transit Authority facilities have been desegregated in common areas.

Transportation

The availability of adequate transportation has not impeded the employment of minority or female employees to any significant degree. *Effective January 1, 2023 Mason Transit adopted a pilot program to offer fare free transit for both in and out of county trips for all ages. If or when this pilot program expires, Mason Transit Authority provides transportation to all its guests free of charge in-county and for a fee of \$1.50 out of county. Several types of passes are available for out-of-county services as well. Employees and their dependents receive free bus passes.

Technical Compliance

We are in compliance with all technical requirements such as poster display, application retention, subcontractor notification, and the inclusion of the Equal Employment Opportunity clause in all appropriate contracts or agreements entered into provided by Mason Transit Authority.

Work Force Attitude

Management staff is available to always assist in the resolution of problems. Management has taken prompt action and has a strong commitment toward preventing harassment in the work environment and maintaining a positive work environment. Mason Transit Authority has made a commitment to its employees to provide additional training sessions on workplace/sexual harassment and Americans with Disabilities Act as time permits.

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – 8E – *Actionable*
Subject: Update of Americans with Disabilities Policy (POL-504)
Prepared by: Jason Rowe, Operations Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

MTA is required to have an American’s With Disabilities Act Policy to ensure equal access for individuals with disabilities. This policy was last reviewed in 2022. The majority of the proposed updates were driven by a request from the Washington State Department of Transportation to update and are intended to provide clearer language, improve visibility of the complaint process, and incorporate required verbiage to ensure compliance. In addition, the policy language was also updated to include “service animals in training,” reflecting a new ADA policy requirement.

The changes have been sent for review to MTA’s Board Policy Committee, MTA’s WSDOT Community Liaison, and Legal Counsel.

Summary: Approve the revised Americans with Disabilities Policy (POL-504).

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve and adopt Resolution No. 2026-20 that approves the revised Americans with Disabilities Policy (POL-504).





Title: Americans with Disabilities Policy
Number: 504
Effective: ~~January 19, 2021~~ May 19, 2026
Cancel: Resolution No. ~~2019-11~~ 2021-05
~~**Reviewed:** May 2, 2022~~
Prepared by: Amy Asher, General Manager
Approved by: Authority Board
Resolution No. ~~2021-6~~ 205

POL-504 AMERICANS WITH DISABILITIES

This policy applies to all Mason Transit Authority (MTA) employees and services.

1.0 Purpose

The Americans with Disabilities Act (ADA) is civil rights legislation which requires that persons with disabilities receive transportation services equal to those available on the fixed route service. The Americans with Disabilities Act was signed into law on July 26, 1990.

The purpose of this policy is to ensure compliance with the Americans with Disabilities Act. The ADA requires that:

- MTA shall not discriminate against an individual with a disability in connection with the provision of transportation service (49 CFR 37.5(a));
- Notwithstanding the provision of any special transportation service to individuals with disabilities, MTA shall not, on the basis of disability, deny to any individual with a disability the opportunity to use the entity's transportation service for the general public, if the individual is capable of using that service (49 CFR 37.5(b));
- It is not discrimination for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons (49 CFR 37.5(h)); [To file an appeal regarding an exclusion of service related to RCW 9.91.025 \(Unlawful Transit Conduct\), please refer to MTA Policy 502, Exclusion of Service, Section 3.3.6, which outlines the appeals procedure.](#)
- An individual with a disability shall not be required to be accompanied by an attendant (49 CFR 37.5(e)) nor be required to use designated priority seats if the individual chooses not to do so (49 CFR § 37.5(c));
- MTA shall not refuse to serve an individual with a disability or require anything contrary to this part because its insurance company conditions coverage or rates on the absence of individuals with disabilities or requirements contrary to this part (49 CFR § 37.5(g)).

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



Title: Americans with Disabilities Policy
Number: 504
Effective: ~~January 19, 2021~~ May 19, 2026
 Cancels: Resolution No. ~~2019-11~~ 2021-05
~~**Reviewed:** May 2, 2022~~
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2.0 Policy

It is the policy of MTA that, when reviewed in their entirety, services, programs, facilities and communications provided by MTA, directly or by a contracted service provider, are readily accessible and usable to individuals with disabilities to the maximum extent possible. (49.CFR.37.105)

3.0 Notification of Policy

MTA will notify the public of the ADA Policy on its website, ~~and at its transit facilities, in the Rider's Guide and post-ava posted notice in it's vehicles.~~ The fully copy of the policy is also available upon request at the Mason Transit Authority's transit office located at 601 West Franklin St, Shelton, WA 98584.

~~4.0 Designated Official~~

~~MTA shall designate one official within the agency responsible for ADA compliance, modification requests and handling complaints. The contact information is:~~

~~Jason Rowe Operations Manager 601
West Franklin St. Shelton, WA 98584
360-432-5735
jrowe@masontransit.org~~

5.04.0 Records Retention

MTA will maintain all records relating to this policy for 6-years after the end of the ~~project biennium~~ to comply with the Washington State Department of Transportation Consolidated Grant Program. (Also, see MTA's POL-206 Records Management Policy.)

6.05.0 Service, Fares and Holiday Service

MTA operates ~~thirteen~~ nine Deviated Fixed Routes and general Dial-a-Ride that are subject to this plan. Express routes and Worker/Driver services are not held to the full ADA statues.

MTA is fare-free within the county ~~and provides reduced fare for persons with disabilities for~~ as well as out-of-county routes, ~~not including premium Worker Driver Routes.~~

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



Title: Americans with Disabilities Policy
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Approved by: Authority Board
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MTA observes major holidays and is either closed or runs on reduced service on the holiday.

Please refer to the most current information regarding routes, fares and holiday schedule on our website <http://www.masontransit.org> or by calling customer service at (360)-427-5033 or 800-374-3747.

7.06.0 Transporting Mobility Devices

Passengers will be transported provided the lift or ramp and vehicle can physically accommodate them (49 CFR 37.165(b)(1), unless doing so is inconsistent with legitimate safety requirements (e.g. the combined weight of the wheelchair/occupant exceeds that of the lift or ramp specifications, or the size of the wheelchair would block an aisle or interfere with the safe evacuation of passengers in an emergency (Appendix D to 49 CFR 37.165)).

MTA can accommodate mobility devices that meet following minimum standards:

- Per 49 CFR 37.3 “*Wheelchair*” means a mobility aid belonging to any class of three or more wheels, usable indoors, designed or modified for and use by individuals with mobility impairments, whether manually operated or powered. This definition does not include devices not intended for indoor use such as golf carts or all-terrain vehicles, or devices not primarily designed to assist individuals with mobility impairments such as bicycles or tricycles (FTA C 4710.1);
- Per Appendix D of 49 CFR 37.3, “persons with mobility disabilities may use devices other than wheelchairs to assist with locomotion. Canes, crutches, and walkers, for example, are often used by people whose mobility disabilities do not require use of a wheelchair. These devices must be accommodated on the same basis as wheelchairs.” Under direction of DOT, this would include OPMDs (Other Power-Driven Mobility Devices) such as a Segway. See: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/use-segways-transportation-vehicles>;

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



| | |
|-----------------------------|--|
| Title: | Americans with Disabilities Policy |
| Number: | 504 |
| Effective: | January 19, 2021 <u>May 19, 2026</u> |
| Cancel: | Resolution No. 2019-11 <u>2021-05</u> |
| Reviewed: | May 2, 2022 |
| Prepared by: | Amy Asher, General Manager |
| Approved by: | Authority Board Resolution No. 2021-6 <u>205</u> |

- Appendix D of 49 CFR 37.3 does not require transportation providers to permit an assistive device to be used in a way that departs from or exceeds the intended purpose of the device.

8.07.0 Mobility Power Devices

When occupying a lift or securement area, it is recommended for safety the brakes on manual mobility devices, if equipped, be applied, and the power switch on power chairs, scooters, or Segways must be turned off.

9.08.0 Portable Oxygen Use

Individuals with disabilities who use portable oxygen devices are allowed to travel with respirators and portable oxygen supplies (49 CFR 37.167(h)) (49 CFR 177.870(b)(c)).

10.09.0 Securement Policy

Per 49 CFR 38.23(d)(3), operators will use front-facing front and rear floor securements to secure mobility devices. If the bus is equipped with a rear-facing passive restraint system (49 CFR 38.159(d)(4)), then floor securements are used at the request of the passenger. Operators will secure mobility devices at the strongest parts of the device; however, the passenger can indicate the most optimal tie-down spot. Drivers will assist passengers with securement systems, ramps, and seatbelts (49 CFR 37.165(f)); however, drivers cannot assist riders using power mobility devices with the operation of their equipment. Per 49 CFR 37.165(d), although MTA cannot refuse to transport someone whose mobility device cannot be satisfactorily secured provided the mobility device fits within the designated securement location, MTA operators shall use the provided securement system (49 CFR 37.165(c)).

11.010.0 Stop Announcements

Per 49 CFR 37.167 (b)(1)(2), on fixed route systems, MTA operators will announce stops, transfer points with other fixed routes, major intersections, destinations points and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their locations. Operators are expected to announce their

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Resolution No. ~~2021-6~~ 205

routes prior to initial departure by which an individual with a visual impairment or other disability can identify the proper vehicle to enter or be identified to the vehicle operator as a person seeking a ride on a particular route 49 CFR 37.167(c). [MTA operators will also announce any stop on request of an individual with a disability.](#)

12.011.0 Personal Care Attendants

Per 49 CFR 37.123(f)(1)(2)(3), a Personal Care Attendant (PCA) is someone who travels with and helps a rider who is not able to travel alone and could be a family member or friend acting in the capacity of a PCA. Per 49 CFR 37.131(c)(3), a PCA may ride with a rider at no charge and must have the same origin and destination as the accompanied passenger (49 CFR 123(f)(3)). A guest or companion is anyone who travels on the bus with the passenger who is not designated as the passenger’s PCA. The passenger must provide their own PCA if needed. If using Dial-A-Ride, the passenger must notify MTA when scheduling the ride whether or not they will be using a PCA (49 CFR 37.123(f)(2)). This information will guarantee a place for the PCA to ride with the passenger. Guests and companions may ride on MTA as space is available. Guests and companions must pay regular fare where applicable.

13.012.0 Service Animals

Requirement: Per 49 CFR 37.167(d), MTA shall permit service animals to accompany individuals with disabilities in vehicles and facilities. [Per RCW 49.60.215\(6\) MTA Shall allow a service animal trainer to be accompanied by a service animal trainee.”](#)

Per US DOT 49 CFR 37.3 “*Service Animal* means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to,

- guiding individuals with impaired vision,
- alerting individuals with impaired hearing to intruders or sounds,
- providing minimal protection or rescue work,
- pulling a wheelchair, or
- fetching dropped items.”

[Per RCW 49.60.040 “Service animal” means any dog or miniature horse that is individually trained to work or perform tasks for the benefit of an individual with a](#)

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook
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[disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by the service animal must be directly related to the individual’s disability.](#)

[Per RCW 49.60.040 “Service animal trainee” means any dog or miniature horse that is undergoing training to become a service animal. “Service animal trainer” means an individual exercising care, custody, and control over the service animal trainee during a course of training designed to develop the service animal trainee into a service animal.](#)

Although the US DOJ amended its definition of a service animal to include only dogs and miniature horses, it does not apply in public transportation facilities or vehicles, which are subject to the US DOT definition. In addition, the Air Carrier Access Act (ACAA) includes animals that provide emotional support (comfort animals), this is not the case for public transit agencies. (National RTAP: Services Animals June 2, 2020)

Per RCW 49.60.214, misrepresentation of a pet as service animal [or service animal trainee](#) is a civil infraction. The owner and pet may be excluded from MTA vehicles if in violation. [Per RCW 49.60.215\(6\)\(a\) MTA may require a service animal trainer to remove a service animal trainee if the animal is not trained to urinate or defecate outside the facility or only in an appropriate place, or the animal is out of control and effective action is not taken to control the animal.](#)

To ensure adequate space is available for the animal, MTA may ask riders for notification of their intent to ride with a service animal (FTA C 4710.1(2.6)).

Caring for a service animal is the responsibility of the passenger or a PCA (28 CFR 35.136(e)). A passenger’s request that the driver take charge of a service animal may be denied (49 CFR 37 Appendix E, Example 15). [Per RCW 49.60.215\(8\) MTA is not required to provide care or supervision for a service animal or service animal trainee.](#)

Per 28 CFR 35.136(b)(1)(2)(c) [and RCW 49.60.215\(6\)](#), service animals [and service animal trainees](#) will be excluded if they are not under the handler’s control at all times or the animal is not housebroken. If a service animal is excluded, the passenger with the disability will still be offered the opportunity to obtain goods, services and accommodations without having the suspended service animal on the premises.

Inquiries and documentation: Per 28 CFR 35.136(f) MTA shall not ask about the nature or extent of a person's disability but may make two inquiries to determine whether an animal qualifies as a service animal. MTA may ask if the animal is required because of a

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disability and what work or task the animal has been trained to perform. MTA shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, MTA may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

In order to ride MTA:

- A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means) (28 CFR 35.136(d)) and RCW 49.60.215(5).
- Birds, reptiles, amphibians, rodents, cats and other pets must be kept in an enclosed carrier or container. The container must not block any aisleway or be on a seat.
- The animal must remain at the passenger's feet or on lap. It may not sit on a vehicle seat nor block an aisle way. MTA may impose legitimate requirements necessary for the safe operation based on actual risks. RCW 49.60.215(6)(b).
- The animal must not be aggressive toward people or other animals.
- The passenger handler/trainer is responsible for damages or injuries caused by the animal (28 CFR 35.136(h) and RCW 49.60.215(4)).
- Miniature Horses: Reasonable modifications, assessment factors and other requirements are outlined in 28 CFR 35.136 (i)(1),(2)(i)(ii)(iii)(iv),(3) and RCW 49.60.215(3).
- For more information, please see https://www.ada.gov/regs2010/service_animal_ga.html

14.013.0 Courtesy, Sensitivity and Reasonable Modification

MTA is committed to providing safe, reliable, courteous, accessible and user-friendly services to its customers. To ensure equality and fairness, reasonable modifications to its policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities. Request for accommodations can

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook

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Prepared by: Amy Asher, General Manager
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be made by calling Customer Service at 360-427-5033 or 800-374-3747 or by email at MTA@MasonTransit.Org

All MTA personnel are expected to be polite and considerate. The courteous, sensitive and professional image that MTA personnel display determines the success and reputation of Mason Transit within the community.

Mason Transit is committed to making public transportation in Mason County accessible to everyone and strives to make reasonable modifications to our policies, practices and procedures to avoid discrimination and ensure programs and services are accessible to individuals with disabilities.

Customers will be accommodated where possible, as long as it does not fundamentally alter the nature of our service, create a direct threat to the health and safety of others, or cause an undue financial burden. For example, a request should be granted if a customer with diabetes or another medical condition requests to eat or drink aboard a vehicle to avoid adverse health consequences, or take medication including conducting finger stick blood glucose testing and administer insulin injection (49 CFR 37 Appendix E (6)(7)). However, a customer request that an Operator take charge of a service animal may be denied (28 CFR 35.136(e) and 49 CFR 37 Appendix E, Example 15). If a customer requests a reasonable modification from an Operator during transit, in some situations, the Operator may need to consult with Dispatch prior to granting or denying a request.

MTA employees are reminded not all disabilities are visible and will honor all requests from the customer for the use of a lift or kneeling device.

15.014.0 Boarding Assistance

MTA Operators are trained and are expected to provide assistance to passengers to ensure safe boarding and de-boarding. Passengers must be provided adequate time to complete boarding and disembark from the vehicle (49 CFR 37.167(i)).

16.015.0 Maintenance of Lifts or Ramps

MTA has established a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative (49 CFR 37.163(b)).

Operators must report to dispatch, by the most immediate means available, any failure of a lift to operate in service (49 CFR 37.163(c)). Operators are expected to test the lift or ramp during the pre-trip inspection.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



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When a lift is discovered to be inoperative, MTA shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service (49 CFR 37.163(d). If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service MTA is able to provide, the vehicle may be kept in service with an inoperable lift for no more than three days from the day on which the lift is discovered to be inoperative (49 CFR 37.163(e)).

In any case in which a vehicle is operating on a fixed route with an inoperative lift, and the headway to the next accessible vehicle on the route exceeds 30 minutes, the entity shall promptly provide alternative transportation to individuals with disabilities who are unable to use the vehicle because its lift does not work. (49 CFR 37.163(f))

17.016.0 **Priority Seating**

Per 49 CFR 37.167(j)(4), priority seating for elderly persons and persons with disabilities are provided.

It may be necessary for Operators to ask other passengers to yield the designated priority seating to seniors and persons with disabilities.

Operators are not required to enforce the request that other passengers move from priority seating areas or wheelchair securement locations (49 CFR 37.167(3)).

18.017.0 **Complaint Process**

Mason Transit has established a Customer Comment/Complaint Policy and customers wishing to file a complaint and/or obtain a copy of the Customer Comment/Complaint Policy may contact Mason Transit Authority at 360-427-5033 or 800-374-3747; on the web at www.masontransit.org; or in person at the Transit-Community Center Customer Service Office located at 601 West Franklin Street, Shelton, WA 98584. [Customers wishing to file an ADA complaint may contact the Designated Official listed below by phone, e-mail, or in person, or may fill out an ADA complaint form listed in the appendix of this policy.](#)

18.0 **Designated Official**

[MTA shall designate one official within the agency responsible for ADA compliance,](#)

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy; Customer Comment/Complaint Policy; Employee Handbook



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~~**Reviewed:** May 2, 2022~~
Prepared by: Amy Asher, General Manager
Approved by: Authority Board
Resolution No. 20216-205

[modification requests and handling complaints. The contact information is:](#)

[Jason Rowe](#)
[Operations Manager](#)
[790 E Johns Prairie Rd.](#)
[Shelton, WA 98584](#)
[360-432-5735](#)
jrowe@masontransit.org



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Appendix 1 - English ADA Complaint Form

| SECTION I: TYPE OF COMMENT (Choose One) | | | | |
|---|------------------|-----------------|---|--------------------------------|
| Complaint _____ | Suggestion _____ | Compiment _____ | Other _____ | ADA Related? Yes ___ No ___ |
| SECTION II: CONTACT INFORMATION | | | | |
| Name: _____ | | | | |
| Street Address: _____ | | | | |
| City, State, Zip code: _____ | | | | |
| Phone: _____ | | | Email: _____ | |
| Accessible Format Requirements: | | | Large Print ___ TDD/Relay ___ Audio Recording ___ | |
| SECTION III: COMMENT DETAILS | | | | |
| Transit Service (Choose One): | | | Fixed Route / Dial-a-Ride | |
| Date of Occurrence: | | | Time of Occurrence: | |
| Name/ID of Employee(s) or Others Involved: _____ | | | | |
| Vehicle ID/Route Name or Number: _____ | | | | |
| Location of Incident: _____ | | | | |
| Mobility Aid Used (if any): _____ | | | | |
| If above info unknown, provide identifying details: _____ | | | | |
| Description of Incident or Message: _____ | | | | |
| SECTION IV: FOLLOW UP | | | | |
| May we contact you if needed? | | | Yes ___ No ___ | |
| Best way to reach you: | | | Phone: _____ Email _____ Mail _____ | |
| Best day/time to reach you: _____ | | | | |
| SECTION V: DESIRED RESPONSE (Choose One) | | | | |
| Phone Response : _____ Email Response _____ Response by U.S. Mail _____ | | | | |

Please direct complaints to:
 Jason Rowe
 Operations Manager
 790 E Johns Prairie Rd. Shelton, WA 98584
 360-432-5735
 jrowe@masontransit.org

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy;
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Appendix 2 - Spanish ADA Complaint Form

| SECCIÓN I: TIPO DE COMENTARIO (Elija uno) | | | | |
|---|------------------|--|--|--|
| Queja _____ | Sugerencia _____ | Cumplido _____ | <input type="checkbox"/> Otro | ¿Relacionado con ADA? Si _____ No _____ |
| SECCIÓN II: INFORMACIÓN DE CONTACTO | | | | |
| Nombre: _____ | | | | |
| Dirección: _____ | | | | |
| Ciudad, Estado, código postal: _____ | | | | |
| Teléfono: _____ | | | Correo electrónico: _____ | |
| Formato accesible: _____ | | Letra grande _____ TDD/Rela _____ Grabación de audio _____ | | |
| SECCIÓN III: DETALLES DEL COMENTARIO | | | | |
| Servicio (Elija uno): _____ | | | Ruta fija / Dial-a-Ride | |
| Fecha: _____ | | | Hora: _____ | |
| Empleado(s) involucrado(s): _____ | | | | |
| Vehículo/Ruta: _____ | | | | |
| Ubicación: _____ | | | | |
| Ayuda de movilidad: _____ | | | | |
| Si no sabe, describa: _____ | | | | |
| Descripción del incidente: _____ | | | | |
| SECCIÓN IV: SEGUIMIENTO | | | | |
| ¿Podemos contactarlo? | | | Si _____ No _____ | |
| Mejor método: _____ | | | Teléfono _____ Correo electrónico _____ Correo _____ | |
| Mejor día/hora: _____ | | | | |
| SECCIÓN V: RESPUESTA DESEADA | | | | |
| Correo electrónico _____ Teléfono _____ Correo postal _____ | | | | |

Por favor, dirija las quejas a:
 Jason Rowe
 Director de Operaciones
 790 E Johns Prairie Rd. Shelton, WA 98584.
 360-432-5735
 jrowe@masontransit.org.

See Also: Title VI Policy; Records Management Policy; EEO Policy; No-Show Policy;
 Customer Comment/Complaint Policy; Employee Handbook
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RESOLUTION NO. 2026-20

**A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD
APPROVING THE AMERICANS WITH DISABILITIES POLICY (POL-504)
AND SUPERSEDING AND REPLACING IN FULL ANY PREVIOUSLY
ADOPTED OR APPROVED MASON TRANSIT AUTHORITY AMERICANS
WITH DISABILITIES POLICY (POL-504), INCLUDING RESCINDING
RESOLUTION NO. 2021-05.**

WHEREAS, the Mason Transit Authority (“MTA”) Board (the “Board”) previously approved the Americans with Disabilities Policy (POL-504) by the Mason Transit Authority Board on January 19, 2021; and

WHEREAS, the changes required by the Washington State Department of Transportation are intended to provide clearer language; improve visibility of the complaint process and incorporate required verbiage to ensure compliance; and a new ADA policy requirement to include “service animals in training”.

NOW THEREFORE, BE IT RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD that the attached revised Americans with Disabilities Policy (POL-504) is approved and shall supersede and replace in full any previously adopted or approved Americans with Disabilities Policy (POL-504), including rescinding Resolution No. 2021-05.

Adopted this 19th day of May, 2026.

Randy Neatherlin, Board Chair

Wes Martin, Vice Chair

Cyndy Brehmeyer, Authority Member

Tom Gilmore, Authority Member

Richard Lee, Authority Member

Pam Schlauderaff, Authority Member

Judy Scott, 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: New Business – Item 8F – *Actionable*
Subject: Interactive Mapping and Timetables for MTA Website
Prepared by: Jason Rowe, Operations Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

MTA's current route maps and timetables are outdated and inconsistent across the system. Staff is proposing the implementation of Trillium's interactive route maps and timetable services to modernize rider information for all 13 fixed routes, including updated system map and schedules.

The new maps and timetables will integrate directly with MTA's GTFS (General Transit Feed Specification) data, allowing route changes, detours, and service deviations to be communicated to riders more quickly and efficiently. The interactive tools will be embedded on MTA's website and will provide riders with improved navigation features, enhanced stop-level schedule information, and a more user-friendly experience when planning trips throughout the system.

Legal Counsel has reviewed the service order contract and the total cost of the contract was included in the approved 2026 Budget.

Summary: Approve the service order contract with Trillium Solutions Inc.

Fiscal Impact:

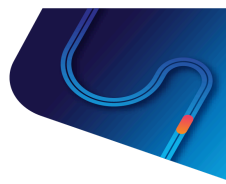
This service will cost \$10,745 in the first year, and \$9,750 year two and three with a proposed 3-year contract term. The total cost for 3 years will be \$30,245.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approves the General Manager signing the service order with Trillium Solutions Inc. for a term of 3 years.



Service Order

This service order (“**Service Order**”) is made and entered into as of May 20, 2026, by and between Trillium Solutions Inc. (an Optibus Company)., having its principal offices at 310 Southwest 4th Ave. Board of Trade Bldg., Ste. 1100 Portland, OR 97204 (“**Trillium**”), and Mason Transit Authority having its principal offices at 790 East Johns Prairie Road, Shelton, WA 98584 (the “**Customer**”) (each may also be referred to as a “**Party**” and collectively the “**Parties**”).

| Description | Price (USD) | Quantity (routes) | Annual Price (USD) | Effective Date | Term (months) | Total |
|----------------------|-------------|-------------------|--------------------|----------------|------------------------|----------|
| Passenger Maps | \$500 | 13 | \$6,500 | 6/1/26 | 36 (6/1/26-5/31/29) | \$19,500 |
| Passenger Timetables | \$250 | 13 | \$3,250 | 6/1/26 | 36 (6/1/26-5/31/29) | \$9,750 |
| One-time Setup Fee | \$995 | 1 | - | 6/1/26 | - | \$995 |

| | | | | |
|-----------|---------|--|--|----------|
| Sub Total | \$9,750 | | | \$30,245 |
|-----------|---------|--|--|----------|

Set-up Fees: This covers the initial system set-up and onboarding services. (*Note: Set-up fees do **not** include any GTFS data cleaning. Any required data cleanup would be an additional service.*)

Payment and billing schedule

| 06/01/26 | 06/01/27 | 06/01/28 |
|----------|----------|----------|
| \$10,745 | \$9,750 | \$9,750 |

Invoice Address. All invoices shall reference this Service Order and shall be sent to Customer at the following addresses: Name: Jason Rowe; Phone: 360-432-5735, Email: jrowe@masontransit.org and finance@masontransit.org (via email).



GENERAL TERMS OF USE

These Terms of Use (these “**Terms**”) are made by and between you (“**Customer**” or “**you**”) and Trillium Solutions Inc. (“**Trillium**”). Trillium provides comprehensive transit data management, digital mapping, and web hosting services for public transportation agencies, including but not limited to, the creation, maintenance, and updating of General Transit Feed Specification (GTFS) data, interactive transit mapping applications, and website hosting and support. (collectively, the “**Services**”). You may use the Services (or any part thereof) in accordance with your specific applicable Service Order duly executed with Trillium and strictly subject to the terms and conditions provided hereunder.

1. Acceptance of these Terms

1.1. Please read carefully these Terms before executing the Service Order and/or other ordering document that references or incorporates these Terms. By accepting these Terms through the execution of a Service Order, you agree to comply with and be bound by the following terms and conditions. If you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official) you represent that you have the authority to bind such entity to these Terms, to use the Services on behalf of such entity and, in such event, “you” and “your” as used in these Terms shall refer to such entity. If you do not have such authority, or if you do not agree to these Terms, you may not use the Services. Each of Trillium and you may also be referred to herein as a “**Party**” and collectively as the “**Parties**.”

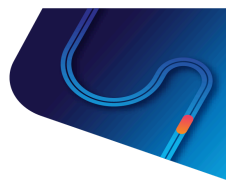
2. Scope of Services

The scope of Services shall consist of performing the Services as stipulated and agreed in an applicable Service Order. The Service Order (and any additional Service Order mutually executed by the Parties) is hereby incorporated by reference into these Terms. Unless otherwise expressly set forth in a Service Order, the Parties agree that these Terms shall apply to and govern each Service Order. In the event of any conflict between these Terms and the terms of a Service Order, the specific conflicting terms of the Service Order shall prevail.

Trillium provides a comprehensive General Transit Feed Specification (“GTFS”) data maintenance service for customers to create, update, and publish their GTFS data. This service is limited to the number of routes specified in the Service Order, with any use beyond this scope being unauthorized. Trillium reserves the right to terminate the service for unauthorized use or to issue an additional invoice for the cost of any additional routes managed.

GTFS Maintenance involves You providing stop location, schedule, and fare information (“Client-Provided Data”) detailing Your transit services to Trillium so that Trillium can use that information to create GTFS data. Based on the Client-Provided Data, Trillium will prepare GTFS data, perform internal testing, review, and validation to ensure proper configuration of data. Authorized use is limited to the number of routes specified in the Service Order with Trillium. Trillium has the right to terminate access to GTFS Maintenance for unauthorized use and/or to issue an additional invoice for the cost of any additional routes created.

Overview Interactive Maps- Interactive Maps is an application that uses GTFS data to create draggable, zoomable maps of transit routes. No other use of Interactive Maps is authorized.



Overview of HTML Timetables- HTML Timetable Production services create, update, and store HTML timetables representing your transit service. No other products of HTML Timetable Production are expected or offered.

Overview of Transit Alerts- Transit Alerts allows you to create and share urgent transit-related alerts with your riders through your website, social media, and other channels and to make real-time updates to your GTFS data. No other use of Transit Alerts is authorized.

Overview Website Hosting and Support- website design and review process, incorporation of accessible and responsive design, launch of completed site, client training, and ongoing hosting and support.

3. Use of Services

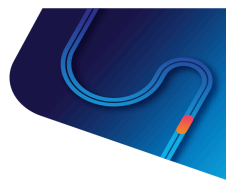
3.1. Upon Trillium's acceptance of your Service Order and for the duration of the Term (as defined in the Service Order), Trillium grants you subject to these Terms the non- exclusive,

revocable, non-assignable, non-transferable, royalty-free and limited right to use the Services and all associated documentation, as may be provided, ("**Documentation**") to receive the Services solely for your internal business operations. You may access the Services via individuals who are authorized by you, in accordance with these Terms, to access and use the Services on your behalf ("**Authorized Users**"). The Customer is solely responsible for maintaining the confidentiality and security of its account credentials, including usernames, passwords, and any other security-related information related to the use of Trillium's services. The Customer agrees to notify Trillium immediately of any unauthorized access, breach, or suspected compromise of its account. Trillium shall not be liable for any loss, damage, or unauthorized access to the Customer's data or account resulting from the Customer's failure to safeguard its account credentials or comply with security practices.

4. Use Restrictions

4.1. There is certain conduct which is strictly prohibited when using the Services. Please read the following restrictions carefully.

Unless prior written authorization is obtained from Trillium and/or otherwise specified in the applicable Service Order, you shall not, and shall not authorize others, to: (a) modify, alter, create derivative works from, reverse engineer, decompile, or disassemble any part of the Services, nor attempt in any other manner to obtain the source code or otherwise reduce to human-perceivable form any part of the Services; (b) frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (including any Documentation which accompanies the Services) in any form or media or by any means; (c) create a database by systematically downloading and storing all or any of the content made available through the Services; (d) remove or obscure any proprietary notices, labels, or marks on or in any part of the Services, including without limitation any trademark or copyright notices; (e) disclose the results of testing or benchmarking of the Services to any third party, or access or use the Services or any part thereof in order to build or support, or assist a third party in building or supporting, products or



services which are competitive to the Services; (f) sublicense, rent, lease, host, outsource, display, or commercially exploit any part of the Services, or use the Services to provide services to third parties; (g) attempt to obtain, or assist third parties in obtaining, unauthorized access to the Services and/or associated Documentation; (h) use the Services in any manner not expressly authorized by these Terms; or (i) take any actions which (i) would disable the Services or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies, or the advancement to a particular date or other numeral (referred to as “time bombs”, “time locks”, or “drop dead” devices); (ii) would prevent Trillium from accessing the Services for the purposes of their operations; or (iii) infringe or violate any of the Terms or allow and/or enable a third party to do any of the aforementioned.

5. Fees

5.1. In consideration for the Services, you shall pay Trillium the amounts set forth on each Service Order (the “Fees”).

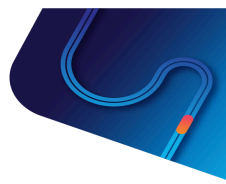
5.2. Payment Terms. Trillium will invoice Fees to the billing address provided by you in the Service Order, including via electronic invoicing. Unless otherwise provided in a Service Order, within thirty (30) days from the issue date of the invoice, you shall pay to Trillium all amounts for Fees referenced in such invoice. Any payment not received by Trillium within such period shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law. All Fees are non-cancellable and non-refundable. All Fees are stated and payable in US Dollars, and are exclusive of VAT, which shall be added to Trillium invoice(s) at the appropriate rate.

5.3. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with these Terms or your receipt or use of the Services, except for taxes based on Trillium’s income. Notwithstanding the foregoing, in the event you claim an exemption from the payment of such applicable taxes or duties, you will provide to Trillium any such exemption information at the time of payment.

5.4. You agree to make all payments under each Service Order and these Terms without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes and/or duties. All payment of amounts referenced in such invoice shall be made in readily available funds, to the following bank account which details are:

| | |
|-----------------|------------------------------------|
| Account name: | Optibus Inc. |
| Bank Name: | HSBC Bank USA NA |
| Branch Address: | 452 5th Avenue, New York, NY 10018 |
| Account number: | 914026607 |
| Swift code: | MRMDUS33 |
| Routing Number: | 022000020 |

5.5. On-site and additional services fees. The Fees are exclusive of any on-site and additional services that are outside the scope of the commercial proposal to the Customer, including (without limitation) any customization of report and integrations. To the extent you request Trillium to perform any such services, such services will be provided for a fee under a separately signed Service Order, including proper reimbursable expenses in the areas of travel and accommodation. Trillium will issue an invoice to you



referencing the applicable fee in addition to reimbursable expense documentation (expense reports, receipts, etc.) within 30 days of being incurred.

6. Intellectual Property

6.1. You retain all ownership and intellectual property rights in and to all data you provide to or make available to Trillium, or which is generated by you during your use of the Services (collectively, “**Customer Data**”). You hereby grant Trillium and, to the extent applicable, its authorized business partners the right to use your Customer Data (a) in order to provide the Services to you; and (b) in aggregate, anonymized form for Trillium (and its affiliates) internal business purposes in order to conduct assessments, performance comparisons, and analyses aimed at enhancing service quality, including (but not limited to) Trillium existing and future services, to the benefit of Trillium customers.

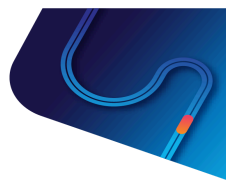
6.2. You acknowledge and agree that Trillium or its licensors own the Services, Trillium’s and its affiliates, Confidential Information (as defined below) and/or any part of the foregoing, including any related Documentation, updates, upgrades, copies, emulations, modifications, adaptations, enhancements, or derivative works thereof and all intellectual property rights in the aforementioned. Except as expressly stated herein, these Terms do not grant you or your Authorized Users any rights or licenses in respect of the Services or any other intellectual property of Trillium or its licensors. All rights not expressly granted herein are reserved by Trillium.

6.3. In the event that you decide to provide to Trillium any suggestions, ideas, comments, questions or other feedback relating to the Services (“**Feedback**”), you hereby grant Trillium and its affiliates the irrevocable right to freely use such Feedback and, accordingly, all rights to any improvements and enhancements to the Services, howsoever arising, including as a result of any ideas, input or information provided by you as aforesaid, shall vest solely with Trillium. Trillium may, in connection with any of its products or services, freely use, copy, disclose, license, distribute, and exploit any Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits Trillium’s right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

6.4. In order to improve Trillium Services to Customer, to extent Trillium requests Customer to provide access to one of its senior management team members, the Customer agrees to periodically provide the Company with access to such senior management for in-depth interviews, at the reasonable request of Trillium but at least once per calendar year. These interviews, if conducted, aim to gain a comprehensive understanding of the organization's evolving needs and to collect essential information for Trillium internal business use, that will support ongoing product development, ultimately enhancing the value the product delivers to the Customer. The Customer commits to facilitating such access to relevant senior management representatives from time to time, as reasonably requested by the Company.

7. Your Obligations

7.1. You represent that during the Term and at all relevant times, you shall: (a) hold and maintain any necessary rights, licenses, consents, and permissions required to allow Trillium and its third party service providers to perform their obligations under these Terms, including without limitation, the disclosure to and use of your Customer Data by Trillium, its authorized business partners, and its service providers as



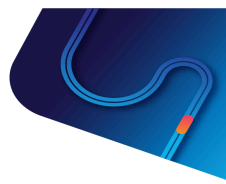
required under applicable law and as contemplated hereunder, including, without limitation, complying with all applicable laws in all of your activities related to your use of the Services; (b) comply with all applicable laws and regulations with respect to your activities under these Terms (including, without limitation, compliance with all applicable accessibility standards, including WCAG and ADA guidelines); (c) ensure that your network and systems, including any security systems, comply with the relevant specifications provided by Trillium from time to time; (d) be solely and fully responsible for any decision made or action taken or not taken in reliance on the use of the Services and/or any data output; (e) be solely responsible for regularly tracking, reviewing, and verifying that the Services are duly performing in accordance with your requirements, specifications, expectations, and goals.

8. Privacy and Data Protection

8.1. Customer Data. You represent and warrant that with respect to any such Customer Data containing personal information, as provided by you or your Authorized Users to Trillium in connection with the use of the Services, you shall be solely responsible to provide all necessary disclosures and to have obtained and to maintain the informed consent, approval, or license needed from any and all third parties, including but not limited from your customers, employees, drivers, subcontractors, agents, or other personnel, to the extent applicable, such that Trillium can obtain, access, collect, use, disclose to Trillium's third party service providers and authorized business partners, process, analyze, have processed, have analyzed, store and have stored the Customer Data for the following purposes: (i) to provide and operate the Services (including via third party service providers and authorized business partners); (ii) to develop, improve and customize any and all services and offering available through any Trillium services, including such services' accuracy and interface; (iii) allow Trillium, its third party service providers, and its authorized business partners, to the extent permitted by law, to use, transact in, and disclose aggregate, non-personally identifiable Customer Data; and (iv) to comply with any applicable law or regulation.

8.2. You hereby acknowledge and agree that Trillium provides tools and services for the creation, maintenance, and display of transit information, but does not guarantee the accuracy, completeness, or timeliness of data hosted or managed through its Services. The Customer is responsible for verifying the accuracy of all information provided to or processed by Trillium, including schedules, routes, and fares. Trillium shall not be liable for any damages arising from inaccuracies, delays, or incomplete data within the GTFS data or related services. The Customer agrees to provide timely updates to ensure the accuracy of transit information, including schedule changes, route adjustments, and other relevant data. Trillium is not responsible for inaccuracies arising from the Customer's failure to submit accurate and up-to-date information.

8.3. In the course of providing the Services pursuant to these Terms, Trillium may process certain Customer Data provided by you, including personal data related to your Authorized Users, customers, or agents. Solely to the extent that such Customer Data contains personally identifiable information, Trillium will process such Customer Data in accordance with applicable laws, including but not limited to the CCPA, GDPR, or other applicable data protection or privacy laws and regulations to which you or Trillium are subject ("**Data Protection Laws**"). The Parties agree that with regard to the processing of such Customer Data, as between the Parties, you are the data controller and Trillium is merely a data processor. You acknowledge and agree that Trillium may maintain, use, and distribute aggregated and anonymous data derived from such Customer Data for its own internal purposes. You shall comply with



and shall be responsible for each Authorized User's or subcontractor's compliance with all applicable Data Protection Laws with respect to the data and information that is provided to or by, or made available to or by, you and/or is under your control.

8.4. You shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability in your Customer Data, as provided by you, and the means by which you acquired such data, as well as intellectual property ownership in such data. Notwithstanding the foregoing, you acknowledge that Customer Data may be stored and processed in a different country than where the Services are provided. Trillium shall only process Customer Data on your behalf in accordance with your reasonable instructions and shall treat Customer Data for which it is a processor as your Confidential Information. You hereby instruct Trillium to process Customer Data for the following purposes: (a) in accordance with these Terms; and (b) as necessary for the provision of the Services.

Trillium shall not be liable for any unauthorized access, alteration, or loss of Customer data caused by third parties, system failures, or events beyond Trillium's control. In the event of a data breach, Trillium will take reasonable steps to notify the Customer and mitigate any potential impact.

9. Indemnification

9.1. Trillium shall defend, indemnify, and hold you harmless from and against any damages, liabilities, costs, and expenses (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction to a third party claiming that the Services, when used in accordance with these Terms and any Documentation, infringe such third party's intellectual property rights ("**Infringement Claim**"), provided you do the following: (a) notify Trillium promptly in writing, not later than 30 days after you have knowledge of the claim (or sooner if required by applicable law); (b) give Trillium sole control of the defense and any settlement negotiations; and (c) give Trillium the information, authority, and assistance Trillium needs to defend against or settle the Infringement Claim. Trillium shall have the sole right to control the defense of such Infringement Claim and all related settlement negotiations.

9.2. If Trillium believes, or it is determined, that the Services may be subject to an Infringement Claim, Trillium may at its discretion choose to either modify the Services to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for your continued use thereof, or, if in Trillium's sole discretion these alternatives are not commercially practicable, Trillium may terminate these Terms and refund any unused, prepaid Fees paid by you for the Services. Notwithstanding anything to the contrary contained hereunder, Trillium will not indemnify or defend you for any Infringement Claim that is based on: (a) any modification to the Services by anyone apart from Trillium, without the prior written consent of Trillium; (b) use of the Service not in accordance with these Terms, any Documentation or other instructions provided by Trillium; (c) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation, and/or that has not been preapproved by Trillium; or (d) any information, design, specification, instruction, software, data, or material not furnished by Trillium.

9.3. You shall indemnify, defend, and hold Trillium (including its officers, employees, agents, affiliates, and authorized business partners) harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from any third-party claims: (a) alleging that Customer Data, or its use by Trillium in accordance with these Terms, violates any third party rights, including without limitation infringement or violation of intellectual property rights, privacy



rights or applicable Data Protection Laws; or (b) arising from your violation or alleged violation of any of your representations and/or obligations under these Terms.

10. Confidentiality

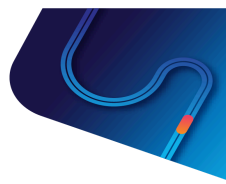
10.1. By virtue of these Terms and/or provision of the Services, the Parties may have access to information that is proprietary or confidential to one another (“**Confidential Information**”). A Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party, either directly or indirectly, from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; (d) is independently developed by the other Party without use of or reference to the Confidential Information; or (e) is required to be disclosed by a court of competent jurisdiction or other governmental authority or otherwise as required by law.

10.2. The Parties agree to hold each other’s Confidential Information in strict confidence using no less than reasonable care for a period of five years from the date of disclosure and to only use such Confidential Information as necessary for performance under these Terms. The Parties further agree to disclose Confidential Information only to those employees or agents who have a need to know such information and are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms.

10.3. The Parties each acknowledge and agree that a violation of the confidentiality undertakings in these Terms may cause significant harm to the disclosing Party. In addition to any other rights and remedies disclosing Party may have, receiving Party agrees that an injunction (whether temporary, preliminary, or final) may be sought in a court of competent jurisdiction against it upon the request of disclosing Party, without the requirement of posting a bond.

11. Disclaimer and Warranties

11.1. Trillium warrants and represents that, when used in accordance with these Terms and the Documentation: (a) the Services do not infringe upon the intellectual property rights of any third party and (b) the Services will substantially conform to the Documentation. If the Services do not substantially conform to the Documentation, Trillium will use all reasonable commercial endeavors to promptly correct any such non-conformance or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out above. The aforementioned warranty shall not apply to any problem caused by: (i) any modification or provision of the Services by anyone apart from Trillium, without the prior written consent of Trillium; (ii) use of the Services not in accordance with the Documentation or other instructions provided by Trillium; (iii) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation or that has not been preapproved by Trillium; (iv) any computer virus or similar malicious code in the Services which is introduced into the Services by you, your Authorized Users, or any other third party; or (v) any errors caused by you or users on your behalf and/or errors due to requests or specifications provided by you that are inconsistent with the Documentation, including problems caused by incorrect configuring or a failure to perform the required administrative obligations contained in the Documentation or instructions provided to you by Optibus.



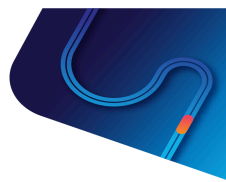
11.2. **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE**, YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY TRILLIUM ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT TRILLIUM DOES NOT GUARANTEE THAT THE PERFORMANCE OF THE SERVICES WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF ANY PROGRAM LIMITATIONS OR FAILURES, OR THAT THE SERVICES OR ANY FEATURE AVAILABLE THEREIN (WHETHER OR NOT CONFIGURABLE BY YOU) OR ANY INFORMATION OBTAINED BY YOU THROUGH THE USE OF THE SERVICES WILL MEET OR PERFORM IN ACCORDANCE WITH YOUR REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS, CONFIGURATIONS, OR GOALS, OR THAT TRILLIUM WILL CORRECT ANY OR ALL PRODUCT ERRORS, DEFICIENCIES, OR NON-PERFORMANCES. YOU ACKNOWLEDGE THAT TRILLIUM DOES NOT CONTROL THE TRANSFER OF DATA OVER TELECOMMUNICATIONS INFRASTRUCTURE, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH INFRASTRUCTURE AND TECHNOLOGIES. TRILLIUM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11.3. You acknowledge that the Services will enable or assist you in accessing the website content of, correspond with, or use of the services of certain third-party websites/providers, and you do so solely at its own risk. Trillium makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, or any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website or service is between you and the relevant third party, and not Trillium. Trillium recommends that you refer to the third party’s website terms and conditions and privacy policy prior to using the relevant third-party service.

Trillium is not liable for errors, data inaccuracies, or operational failures resulting from third-party software or services. The Customer acknowledges that integration with third-party services, compatibility and interoperability cannot be guaranteed. Trillium makes no representation or warranty regarding the continued availability or functionality of third-party integrations. Trillium reserves the right to discontinue or modify any third-party integration without prior notice, provided that it will use reasonable efforts to notify the Customer in the event of such changes.

12. **Limitation of Liability**

12.1. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT WILL TRILLIUM’S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR ANY SERVICES (WHETHER IN CONTRACT, EQUITY,



NEGLIGENCE, TORT, OR OTHERWISE) EXCEED THE AGGREGATE FEES PAID BY YOU TO TRILLIUM UNDER THE RELEVANT SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION ARISES. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE SECTION 6 ABOVE.

13. Government Customers

13.1. Any United States federal, state, or local government customers are subject to the Agency Amendment attached below, in addition to these Terms.

14. Term and Termination

14.1. The Services provided under these Terms shall commence on the Effective Date and shall be provided for the subscription period defined in the Service Order (the “**Initial Term**”). This Agreement shall automatically renew for successive terms equivalent to the Initial Term (“**Renewed Term**”), unless either Party provides written notice, by its authorized representative, of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then-current term.

Upon each renewal, the subscription fees under the applicable Service Order, shall automatically increase by an amount equal to five percent (5%) multiplied by the number of years in the Agreement term (i.e., 5% for each year of the Initial Term or Renewed Term, as applicable).

Notwithstanding the foregoing, Trillium reserves the right to negotiate different pricing levels or models at the time of renewal, which shall be mutually agreed upon in writing by both Parties.

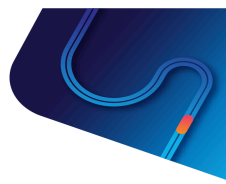
14.2. Either Party may terminate a Service Order for cause: (a) upon 30 days’ prior written notice to the other Party of a material breach of these Terms (including breach of any terms stated in the relevant Service Order), if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

14.3. Upon expiration or termination of these Terms for any reason, any and all licenses and rights granted to you shall cease and you shall immediately cease all use of the Services and shall delete and purge all traces of the Services from your systems and custody. Each Party shall return or destroy all copies of the Confidential Information of the other Party in its possession, custody or control, and, in the case of destruction, upon receipt of written request from the disclosing Party, certify such destruction in a written notice to the disclosing Party.

Sections 4-6, 10-13, 14.3 and 16 shall survive the termination or expiration of these Terms.

15. Support and Training

15.1. During the Term, you will be entitled to receive Trillium standard customer support services (“**Support Services**”) 9:00 a.m. to 5:00 p.m. ET, Monday-Friday during standard business days, in connection with the Services, in accordance with the Service Level Agreement (“**SLA**”) attached to these Terms as **Annex A**. You may be entitled to receive enhanced Support Services in the event such are included under an applicable Service Order.

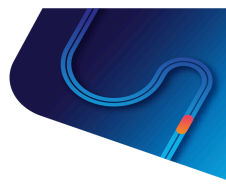


15.2. During the Term, Trillium shall make available to you, upon written request, training services as generally made available by Trillium to its customers, for a separate training service fee stated in the Service Order. You undertake that you will provide Trillium with all necessary co-operation and access to information in relation to these Terms as may be required by Trillium in order to render the Support Services, including with respect to Customer Data, security access information, and configuration services. In the event of any delays in your provision of such assistance as agreed by the Parties, Trillium may adjust any agreed timetable or delivery schedule as reasonably necessary.

16. Miscellaneous

16.1. Any notice provided pursuant to this Terms shall be in writing and shall be sent to the addresses of the Parties set forth in the Service Order, by registered mail, or facsimile with telephone confirmation, or e-mail with notice of receipt requested. Nothing in these Terms shall in any way be construed to constitute you or Trillium as an agent, partner, joint-venturer, employee, or representative of the other, and both you and Trillium shall remain independent contractors. Nothing in this Agreement shall be construed as creating any exclusive arrangement between the Parties and Trillium will be free, during and after the Term, to engage or contract with any third parties for the provision of services similar to, or the same as, the Services. You may not assign these Terms or any Service Order or an interest in them to another individual or entity without the prior written consent of Trillium. Subject to the foregoing, these Terms shall bind and inure solely and exclusively to the benefit of the Parties hereto and their successors and assigns, and not to the benefit of any third party whatsoever. You agree that Trillium may use your name and/or logo on Trillium's website and in Trillium's promotional materials as a user of the Services. Each of you and Trillium will be excused for delays in performing or from its failure to perform hereunder (other than an obligation to make a payment of money when due) to the extent that the delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must inform the other Party of the reason for such delay or failure and act diligently to remedy the cause of the delay or failure. No waiver by either you or Trillium of any breach of these Terms will constitute a waiver of any other breach of the same or other provisions of these Terms. No waiver by either You or Trillium will be effective unless made in writing and signed by an authorized representative of that Party. These Terms (including reference to information contained in a URL or referenced policy), together with any outstanding Service Order executed pursuant thereto, constitutes the entire agreement and understanding of you and Trillium relating to the subject matter hereof. These Terms supersedes all prior written and oral agreements and all other communications between you and Trillium. If any provision in these Terms is found by a competent court to be invalid or unenforceable under any circumstance, its application in any other circumstance and the remaining provisions of these Terms will not be affected thereby. Unless designated as replacing a specific outstanding Service Order, a new Service Order will be considered to be in addition to a then-outstanding Service Order.

16.2. Trillium may modify the terms and conditions of these Terms (including related policies) from time to time, with notice given to you by email, through the Services, or through posting updated terms to our website. Together with such notice, Trillium will specify the effective date of any modifications. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date noted above and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.



16.3. These Terms and any relevant Service Order and any claim arising from these Terms or any relevant Service Order will be governed by and interpreted in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof, and the Parties agree that the state and federal courts located in New York County, New York, shall have exclusive jurisdiction to determine all disputes arising out of or relating to these Terms.

Mason Transit Authority

Trillium Solutions Inc.

By: _____

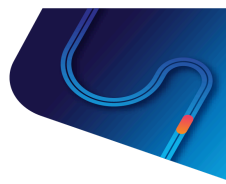
By: _____

AGENCY AMENDMENT

This Agency Amendment (“**Amendment**”) modifies the Trillium Terms of Use (the “**Terms**”) and applies to Trillium’s United States federal, state, and local government customers (hereinafter “**Agency**”) only. Agency and Trillium agree to modify the Terms only to the extent required to accommodate any statutory restrictions or obligations that apply, without exception, to the Terms. Accordingly, the Terms are hereby modified as set forth below as it pertains to use of the Services by Agency. Trillium may update or modify this Amendment from time to time as set forth in the Terms.

All capitalized terms not defined in this Amendment have the meanings given to them in the Terms. Except as expressly set forth herein, all of the terms and conditions of the Terms shall remain in full force and effect.

1. **Commercial Items.** The Services (“**Products**”), Documentation, and related services are commercial in nature and available in the open marketplace. The Products, Documentation, and related services are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, and all software provided by Trillium is "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined at 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R.



§12.212 and 48 C.F.R. 227.7202, as applicable. All sales to Agency shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. The Products, Documentation, and related services are licensed to Agency with only those rights as granted to all other customers, according to the terms and conditions contained in the Terms.

2. Government Purpose. Agency's use of the Products, Documentation, and related services under the Terms as amended herein shall only be for a governmental purpose. Any private, personal, or non-governmental purposes shall result in the waiver of this Amendment and the terms and conditions of the Terms shall apply without modification.

3. Indemnification, Liability, Statute of Limitations. Any provisions in the Terms imposing indemnification by Agency are hereby waived and shall not apply except to the extent expressly authorized by applicable law. Liability for any breach of the Terms as modified by this Amendment or any claim arising from the Terms as modified by this Amendment, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Agency agrees that Trillium shall have standing and direct privity of contract to bring a claim directly against Agency in a court of competent jurisdiction or an agency board of contract appeals.

4. Governing Law. Any terms regarding choice of law and venue in the Terms are hereby waived. The Terms and this Amendment shall be governed by, and interpreted and enforced in accordance with, the laws of the state in which Agency is established without reference to conflict of laws principles. The laws of the State of New York will apply in the absence of such applicable law.

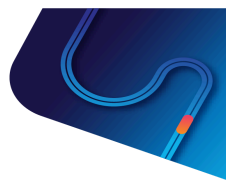
5. Intellectual Property Ownership. Except as expressly stated in the Terms, no rights to any derivative works, inventions, products or product modifications, or documentation are conferred to Agency or any other party. All such rights belong exclusively to Trillium.

6. Publicity Rights. Trillium may identify Agency as a customer in its promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Trillium will not suggest that Agency endorses the Products but only that Agency is an Trillium customer. Agency may request that Trillium stop doing so by submitting an email to the applicable contact address set forth in the Terms. Trillium will make reasonable commercial efforts to promptly process Agency's request.

7. Order of Precedence. If there is any conflict between this Amendment and the Terms, or between this Amendment and other terms, rules, or policies on the Trillium website or otherwise related to our Products or related services, this Amendment shall prevail.

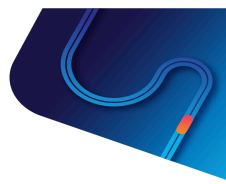
8. No Additional Terms. Agency hereby acknowledges and agrees that other than the Mandatory Provisions expressly set forth in Section 9 below, no other linked, click-acceptance or other terms and conditions presented or otherwise provided with Agency's Service Order or other ordering document ("**Additional Terms**") will be binding on Trillium, even if acceptance of the Service Order requires an affirmative "acceptance" of such Additional Terms. Any Additional Terms are hereby deemed rejected by Trillium in their entirety and shall be of no force or effect.

9. Mandatory Provisions. Trillium acknowledges that certain public agencies and authorities are bound to contract with their vendors and suppliers under specific terms and conditions mandated by United



States federal, state, and local municipal laws and regulations (“**Mandatory Provisions**”). To the extent that any Mandatory Provisions are applicable to Agency and to the engagement of the Parties under the Terms, this Amendment, and applicable law, such Mandatory Provisions will be set forth below:

Agency Mandatory Provisions:



Annex A
Service Level Agreement

This Service Level Agreement (“SLA”) pertains to the service level that you are entitled to receive from Trillium in accordance with Section 15 of the Terms, of which this SLA is a part, with respect to the access and use of the Trillium Services as described therein.

1. Definitions

- a) “**Business Day**” means Monday through Friday (other than public holidays in the United States) when banks in the United States are open for business.
- b) “**Business Support Hours**” means 9:00AM to 5:00PM ET, during a Business Day.
- c) “**Fault**” means an error or failure in the Services to operate in all material respects with the then-applicable Services’ Documentation.
- d) “**Helpdesk**” means the point of contact that Trillium makes available to you for resolution of Issues as set out in this SLA.

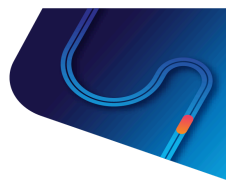
2. Support Services

- a) Customer may contact the Helpdesk and submit Issues using one of the following communication channels:
 - The Support function included within the Services user interface.
 - E-mail: trillium.support@optibus.com

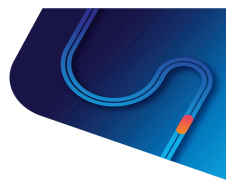
The Support Services shall be provided only in the English language.

- b) When a new Issue is properly submitted to the Helpdesk, the Helpdesk shall use reasonable commercial efforts to respond to you within the time periods specified in the table below, and resolve the Issue.

| Product or Service | Issue | Description | Response Time |
|---------------------------|-----------------|--|---|
| GTFS Manager | Product Support | Technical assistance in connection with the use, implementation, and troubleshooting of the Product. | Support requests submitted via email will be answered within a timely manner to the best of Trillium’s ability. |
| GTFS Export | Export Request | Customer requests a validated GTFS export. | 2 Business Days Trillium may occasionally ask questions about service features to ensure accuracy and consistency across all information systems. Failure to answer questions in a |



| | | | |
|------------------|-----------------|---|--|
| | | | <p>timely manner may delay this timeline.</p> <p>Validated exports are limited to one per day.</p> |
| GTFS Maintenance | Service Request | <p>Customer requests an update to their GTFS file (includes schedule changes, stop data, route data, etc).</p> <p>Trillium will prepare a standard GTFS that includes all 'required' GTFS files as listed at GTFS.org. Other files or fields may be included at our own discretion on a per-client basis.</p> | <p>Schedule information must be received three weeks prior to schedule change date to ensure that data is updated and delivered to third parties on time.</p> <p>Trillium may occasionally ask questions about service features to ensure accuracy and consistency across all information systems. Failure to answer questions in a timely manner may delay this timeline.</p> |
| Passenger Maps | Product Support | Technical assistance in connection with the use, implementation, and troubleshooting of the Product. | Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability. |
| HTML Timetables | Service Request | Technical assistance in connection with the use, implementation, and troubleshooting of the Product. | Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability. |
| Transit Alerts | Product Support | Technical assistance in connection with the use, implementation, and troubleshooting of the Product. | Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability. |
| Website | Product Support | Processing of reasonable support requests by Trillium to aid you in the management of your website. | Support requests submitted via email will be answered within 3 business days of their receipt. |
| Website | Bug fixes | <p>Trillium will correct any issues caused by Trillium's negligence.</p> <p>You may send information on any observed possible bugs via email at any time. Trillium is not responsible for and will not fix issues or bugs caused by client's edits of their website or hosting settings.</p> | Support requests submitted via email will be answered within 3 business days of their receipt. |



c) For the purposes of the table above:

i) **Response time:** duration between the time from the Issue being submitted by Customer or detected by Trillium. Only emails submitted to the helpdesk email will be entitled to response times outlined in the table.

3. Availability. The GTFS Data and Transit Alerts will be available 99% of the time measured monthly, excluding periods of regularly scheduled maintenance (“**Scheduled Downtime**”). If Trillium requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Trillium' control will also be excluded from any such calculation.

4. SLA Exclusions. Trillium' obligations hereunder are based on and subject to the Customer: (i) complying with Trillium' instructions, if any, for performing any corrective action; and (ii) maintaining the connectivity (with acceptable bandwidth) of the Customer's workstations to the main internet source, as well as creating and maintaining firewall definitions and opening required ports that permit access to the Services. The following shall not be considered within the definition or calculation of downtime: (i) Scheduled Downtime; (ii) Services unavailability that is attributable to: (a) causes beyond Trillium' reasonable control or the performance of any third party hosting provider or communications or internet service provider; (b) any actions or omissions of the Customer or any third party acting on its behalf; (c) Customer's or any third party's equipment or software; and/or (d) the suspension and termination of Customer's right to use the Services in accordance with the Terms; and (iii) separate instances of Services unavailability of less than five (5) minutes duration each.

5. General Support Terms. Trillium obligations under this SLA do not include on-site services or training. On-site implementation services and/or training services shall be provided to Customer by Trillium subject to an additional fee.

Here are some examples of what this service will provide. The interactive timetables will allow riders to quickly locate stop times and customize the display based on the information most relevant to their trip planning needs.



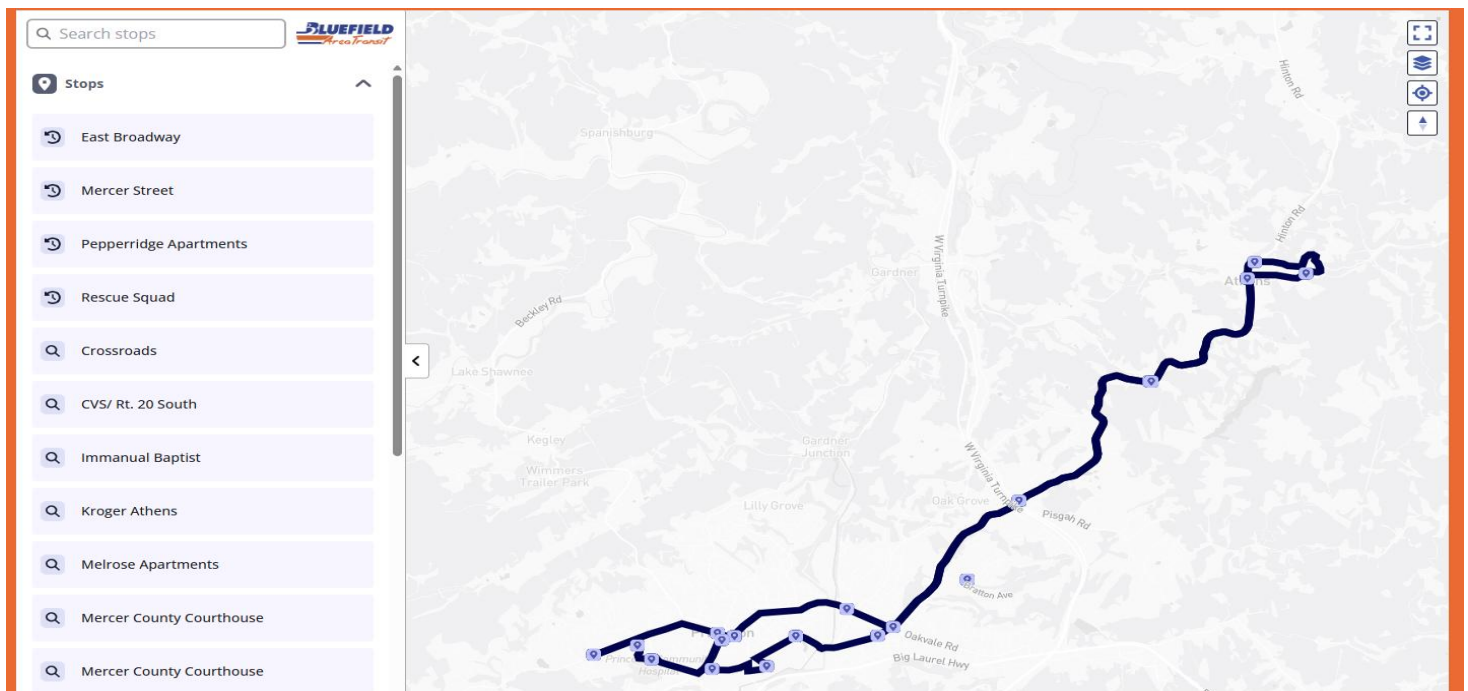
Princeton / Athens Schedule

AT Athens

Switch to Inbound Today

| | | | | | | | |
|--------------------------|------------------|------------------|------------------|-------------------|-------------------|------------------|------------------|
| Princeton Shelter | 7:30 am | 8:30 am | 9:30 am | 10:30 am | 11:30 am | 1:30 pm | 2:30 pm |
| Mercer County Courthouse | 7:33 am | 8:33 am | 9:33 am | 10:33 am | 11:33 am | 1:33 pm | 2:33 pm |
| Mercer Street | 7:34 am | 8:34 am | 9:34 am | 10:34 am | 11:34 am | 1:34 pm | 2:34 pm |
| Thorn Street | 7:38 am | 8:38 am | 9:38 am | 10:38 am | 11:38 am | 1:38 pm | 2:38 pm |
| Crossroads | 7:40 am <i>i</i> | 8:40 am <i>i</i> | 9:40 am <i>i</i> | 10:40 am <i>i</i> | 11:40 am <i>i</i> | 1:40 pm <i>i</i> | 2:40 pm <i>i</i> |
| Pepperridge Apartments | 7:41 am <i>i</i> | 8:41 am <i>i</i> | 9:41 am <i>i</i> | 10:41 am <i>i</i> | 11:41 am <i>i</i> | 1:41 pm <i>i</i> | 2:41 pm <i>i</i> |
| Melrose Apartments | 7:43 am | 8:43 am | 9:43 am | 10:43 am | 11:43 am | 1:43 pm | 2:43 pm |
| Mercer Springs Road | 7:47 am | 8:47 am | 9:47 am | 10:47 am | 11:47 am | 1:47 pm | 2:47 pm |
| East Broadway | 7:51 am | 8:51 am | 9:51 am | 10:51 am | 11:51 am | 1:51 pm | 2:51 pm |
| Student Center | 7:59 am | 8:59 am | 9:59 am | 10:59 am | 11:59 am | 1:59 pm | 2:59 pm |

The system will also include interactive route maps for each individual route, as well as a comprehensive system-wide map. From the main system map, riders will be able to select a specific route and then click on individual stops to instantly access schedules, route details, and route-specific deviation or service information.



Q Mercer County Courthous x

Mercer County Courthouse

Today • Wednesday 13 May

| | | |
|-----------|---|-------------|
| AT | Princeton Shelter | 43 |
| | 🕒 Scheduled | min |
| AT | Princeton Shelter | 3:23 |
| | 🕒 Scheduled | pm |
| AT | Princeton Shelter | 4:23 |
| | 🕒 Scheduled | pm |
| AT | Princeton Shelter | 5:23 |
| | 🕒 Scheduled | pm |

Tomorrow • Thursday 14 May

| | | |
|-----------|---|--------------|
| AT | Princeton Shelter | 8:23 |
| | 🕒 Scheduled | am |
| AT | Princeton Shelter | 9:23 |
| | 🕒 Scheduled | am |
| AT | Princeton Shelter | 10:23 |
| | 🕒 Scheduled | am |
| AT | Princeton Shelter | 11:23 |
| | 🕒 Scheduled | am |
| AT | Princeton Shelter | 12:23 |
| | 🕒 Scheduled | pm |
| AT | Princeton Shelter | 2:23 |
| | 🕒 Scheduled | pm |

These tools are designed to improve rider experience by making transit information easier to access, more intuitive to navigate, and available in a more modern, user-friendly format.

Mason Transit Authority Regular Board Meeting

Agenda Item: Item 9A – *Discussion*
Subject: Board Attendance at Public Transportation Conference
Prepared by: Amy Asher, General Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Background:

The 2026 adopted MTA Budget includes funds for two Board members to attend the Washington State Public Transportation Conference. This year, the conference will be held August 10th through 12th in Tacoma, Washington. Driver Ivan Hernandez will be MTA's Wall of Fame Honoree. We have included for your consideration an agenda-at-a-glance. Staff have made two reservations for Board attendance and is seeking those volunteers today so that we can complete the registration process.

This is the 50th year of the State Public Transportation Conference and Expo. Sessions typically include updates from the State Department of Transportation on state and federal programs, sessions on mobility management, marketing your transit system, grant applications and management, and agency leadership. To celebrate the 50th year anniversary, the Wall of Fame Banquet attendees are encouraged to dress in formal cocktail attire.

Staff have placed temporary registrations and hotel rooms on hold for two members to attend. If anyone on the Board is interested, we need to confirm final registrations.

50th Washington State Public Transportation Conference, Vendor Expo & State Rodeo

Agenda At-A-Glance

| Thursday & Friday 8.6 & 8.7 | Monday 8.10 | | Tuesday 8.11 | Wednesday 8.12 |
|--|--|---|--|---|
| 7:00am - 5:00pm State Rodeo Course Setup Cmte. Members Only | 8:00am - 4:30pm Welcome & Registration Open | 9:00am - 5:00pm 1 Day Leadership Training \$200 Only 30 seats open Lunch provided 12:30 - 1:45 Break for General Session Session Ends Sign up for the 1 day leadership when registering. It does cost an additional \$200 and there are limited seats available - 1st come 1st serve | 8:00am - 4:30pm Welcome & Registration Desk Open | 8:00am - 4:30pm Welcome & Registration Desk Open |
| 7:00pm - 8:00pm Fri. 8.15 Rodeo Operator Competitors Mtg. | 9:30am - 11:30am WSTA IS Committee Meeting - lunch provided | | 8:30am - 9:30am Networking Breakfast | 8:30am - 9:30am Networking Breakfast |
| Saturday 8.8 | 9:00am - 10:00am State Rodeo Debrief Meeting | | 9:30am - 2:30pm Vendor Expo Opens | 9:30am - 11:00am Breakout Series 6 & Tour Set 2 - 90min |
| 7:00am - 5:00pm State Rodeo Operator & Maintenance Practice | No Lunch Provided | | 9:30am - 10:30am Breakout Series 3 - 60min | 11:00am - 11:30am Networking Break |
| Sunday 8.9 | 12:30pm - 1:30pm General Session 1 | | 10:30am - 11:30am Break with Vendors | 11:30am - 12:30pm Breakout Series 7 - 60min |
| 7:00am - Noon State Rodeo Operator & Maintenance Competition | 1:30pm - 1:45pm Transition Break | | 11:30am - 1:00pm General Session 3 & Lunch | 12:30pm - 2:00pm General Session 5 & Lunch |
| Noon - 2:00pm State Rodeo BBQ Luncheon <i>Competitors, Cmt. Members, Volunteers, Family and Support only</i> | 1:45pm - 2:45pm Breakout Series 1 - 60min | | 1:00pm - 2:30pm Break with Vendors | 2:30pm - 3:30pm Breakout Series 8 - 60min |
| 5:00pm - 6:30pm State Rodeo Banquet Reception | 2:45pm - 3:00pm Transition Break | | 2:30pm - 3:30pm Breakout Series 4 - 60min | 3:30pm - 4:00pm Networking Break |
| 6:30pm - 8:30pm State Rodeo Awards Banquet | 3:00pm - 4:30pm Breakout Series 2 - 90min | | 3:30pm - 4:00pm Networking Break | 4:00pm - 5:00pm Breakout Series 9 - 60min |
| All events associated with the State Rodeo are not part of your Conference Registration, including the Rodeo Banquet - tickets sold separately | 4:30pm - 6:30pm Welcome Reception w/ Vendors | | 4:00pm - 5:00pm Breakout Series 5 - 60min | 5:30pm - 6:30pm No-host Pre-Awards Reception |
| | 6:30pm - 9:30pm Sponsors & VIP Dinner by Invitation only | Dinner on Attendees own | 6:30pm - 8:30pm 4th General Session & WSDOT Wall of Fame Banquet | |
| | | | 8:30pm - 10:30pm Event Registration | |

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Report – Item 10A – *Informational*
Subject: Financial Reports – April 2026
Prepared by: Lissa McClanahan, Finance Manager
Approved by: Amy Asher, General Manager
Date: May 19, 2026

Summary for Informational Purposes:

Included are the updated April 2026 Financial Reports.

Highlights:

- April Fuel Prices: Diesel \$5.18, Unleaded \$5.00, Propane \$2.04

Sales Tax Revenue

Sales tax revenue for February 2026 (received April 2026) was \$594,962, 5% *over* the 2026 budgeted amount, and a 6% *increase* from February 2025.

Year-to-Date Revenue & Expenses

It is expected that YTD revenue and expenses will be 33% (4/12) of the budget at the end of the month. The total YTD Revenue is *under* budget at 23.4%, due to operating grants. The total YTD Operating Expenses are *under* budget at 29.7%.

- Wages and Benefits are *slightly under* budget at 29.7%.
- Contracted Services are *under* budget at 14.6% due to reallocation of account codes.
- Insurance is *over* budget as our 2024 assessment was adjusted to reflect more miles driven than originally estimated.

Fiscal Impact:

April fiscal impact reflects total revenues of \$783,550 and operating expenses of \$806,818; for a net *loss* of \$23,268.

Mason Transit Authority Statement of Financial Activities

% through the year: 33%

May 2026 Board Report

| Statement of Financial Activities | April | 2026 YTD Actual | 2026 Budget | Notes | Percentage of Budget Used |
|---|--------------------|---------------------|---------------------|-------|---------------------------|
| Revenue | | | | | |
| Passenger Fares- Community Van | \$ - | \$ - | \$ - | | 0.0% |
| PSNS WorkerDriver | 6,623 | 27,743 | 87,000 | | 31.9% |
| Total Operating Revenue (Fares) | 6,623 | 27,743 | 87,000 | | 31.9% |
| Sales Tax | 631,048 | 2,469,622 | 8,032,489 | 1 | 30.7% |
| Operating Grants | - | - | 3,991,983 | | 0.0% |
| Rental Income | 12,354 | 46,152 | 131,410 | | 35.1% |
| Investment Income | 121,329 | 437,690 | 600,000 | | 72.9% |
| Other Non-operating Revenue | 12,197 | 28,530 | 25,000 | 2 | 114.1% |
| Total Revenue | 783,550 | 3,009,737 | 12,867,882 | | 23.4% |
| Expenses | | | | | |
| Wages and Benefits | 606,063 | 2,661,115 | 8,955,758 | | 29.7% |
| Contracted Services | 12,123 | 46,198 | 316,370 | | 14.6% |
| Fuel | 52,139 | 177,924 | 650,500 | | 27.4% |
| Vehicle/Facility Repair & Maintenance | 22,007 | 88,684 | 326,325 | | 27.2% |
| Insurance | 36,421 | 191,483 | 437,049 | | 43.8% |
| Intergovernmental - Audit Fees | 18,915 | 50,315 | 57,000 | | 88.3% |
| Facility Rent and Park & Ride | - | - | 1,500 | | 0.0% |
| Utilities | 16,615 | 65,808 | 203,800 | | 32.3% |
| Supplies & Small Equipment | 23,285 | 115,995 | 378,300 | 3 | 30.7% |
| Training & Meetings | 8,665 | 15,196 | 72,266 | | 21.0% |
| Other Operating Expenses | 10,586 | 60,159 | 186,547 | 4 | 32.2% |
| Pooled Reserves | - | - | 120,000 | | 0.0% |
| Total Operating Expenses | 806,818 | 3,472,876 | 11,705,415 | | 29.7% |
| Net Income (Deficit) from Operations | \$ (23,268) | \$ (463,140) | \$ 1,162,467 | | |

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

May 2026 Board Report

Cash Balances

| | 3/31/2026 | 4/30/2026 | Change |
|-----------------------------|-------------------------|-------------------------|------------------------|
| Cash - MC Treasurer | \$ 1,682,875.44 | \$ 1,164,229.91 | \$ (518,645.53) |
| Investments - MC Treasurer | 38,750,000.00 | 38,750,000.00 | - |
| Payroll - ACH Columbia Bank | \$ 207,449.67 | \$ 209,158.66 | 1,708.99 |
| Petty Cash/Cash Drawers | - | - | - |
| TOTAL | \$ 40,640,325.11 | \$ 40,123,388.57 | \$ (516,936.54) |

Cash Encumbrances

2026 MTA Capital Budget Items Remaining* \$ 3,827,565.19

*(Includes MTA funded items and Grant Funded items that will be reimbursed)

Reserves:

| | |
|---|-------------------------|
| General Leave Liability (Vacation/Sick) | 477,794.23 |
| Emergency Operating Reserves | 3,883,316.00 |
| Facility Repair Reserve | 150,000.00 |
| Emergency/Insurance Reserves | 100,000.00 |
| Future Operating Reserves | 4,100,000.00 |
| Capital Project Reserves ¹ | 25,750,000.00 |
| Fuel Reserves | 120,000.00 |
| IT Investments | 80,000.00 |
| Total Encumbered | \$ 38,488,675.42 |

| | |
|---|----------------------|
| Total of Cash | \$ 40,123,388.57 |
| Less Encumbrances | 38,488,675.42 |
| Undesignated Cash Balance Total (Including Reserves) | 1,634,713.15 |
| Investments - MC Treasurer (Reserves) | 38,750,000.00 |
| Less Encumbrances | 38,488,675.42 |
| Undesignated Cash Reserves | \$ 261,324.58 |

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

ADOPTED Mason Transit Authority 2026 Capital Budget

| Capital Projects | Budget | Grants | MTA Funding | YTD | Purpose |
|--|---------------------|---------------------|---------------------|---------------------|---|
| Replacement Lockers for Drivers at JP | 7,000 | | 7,000 | | Replace aging lockers for staff at JP facility. |
| Badge Access Door Locks | 5,000 | | 5,000 | 4,318 | Door locks for Belfair building |
| Bus stop improvements | 200,000 | 200,000 | | 109,590 | Bus stop improvements to include paving ADA pads, shelters, benches, lighting and signage as we transition from flag stops. Continuing project. Rolling over \$106,000 from 2025 for shelter delivery delay. Grant funded with PTSN. |
| Capital Facilities Improvements | 50,000 | | 50,000 | | Carry Forward. Improve Capital Facilities |
| Parking lot seal & Repair | 100,000 | | 100,000 | | Park and Ride maintenance to include paving, sealing, re-striping. JP reseal cracks and repair. |
| Propane Conversion Kits | 67,000 | | 67,000 | 26,400 | Ten conversion kits for new propane vehicles. MTA staff to install. |
| Propane fueling station Belfair | 25,000 | | 25,000 | | \$15,000 for prep and 10k for pedestals |
| HVAC Replacement at JP Maintenance | | | 45,000 | 41,516 | Replacement of two units past useful life at JP facility. Moving from gas to electric. |
| Bus Wheel Washer | | | 10,000 | | Wheel washer for large coaches. |
| Operations and Admin Laptops | 34,000 | | 34,000 | 31,680 | Replacement laptops for Administrative and Operations department. |
| Automated Voice Announcements | 150,000 | 150,000 | | | Roll over from 2025. Need sign replacement in 5 buses and a new voice announcement system that ties into our GPS system. ADA requirement. Grant funded with Sales Tax Equalization funds. |
| Next Bus Signage at TCC | 50,000 | 50,000 | | 45,776 | Rollover from 2025. To be done in late December. Sign at TCC that will tell riders when the next bus will arrive. Ties into our GPS units on the bus. Grant funded with Sales Tax Equalization funds. <i>This was in Dec 2025, pd in 2026</i> |
| Heated Pressure Washer | 6,000 | | 6,000 | | Replacement pressure washer for facilities staff to maintain properties and shelters. |
| MTA Johns Prarie Base Facility Updates | 800,000 | | 800,000 | | Rollover from 2025. Begin design for new MTA admin and training facility. Administrative building has been in TIP since 2020. |
| Total Misc Capital Projects | 1,494,000 | 400,000 | 1,149,000 | 259,280 | |
| Replace 16 cutaway buses | 2,883,210 | 2,883,210 | | 988,244 | Six buses are a roll over from 2025 because delivery won't occur until January. Ten buses to be ordered early 2026 and delivered 2026. |
| Replace 1 Transit Coach | 770,708 | 770,708 | | | Grant funded with Sales Tax Equalization funds. Order in 2026 for delivery in 2027. Will be paid in 2027. |
| Maintenance Bucket/Utility Truck | | | 100,000 | 72,829 | Bucket and utility truck for maintenance staff to access TCC atrium, lights and cameras at park and rides, taller lights and shelters at bus stops, gutters at facilities. |
| Total Vehicle Replacements | \$ 3,653,918 | \$ 2,883,210 | \$ 100,000 | \$ 1,061,073 | |
| Proposed 2025 Capital Projects | \$ 5,147,918 | \$ 3,283,210 | \$ 1,249,000 | \$ 1,320,353 | |

Mason Transit Authority Sales Tax Receipts

May 2026 Board Report

Sales Tax Collected as of 04/30/2026 for 02/28/2026

| | 2023 | 2024 | 2025 | 2026 Budget | 2026 Actual | 2026 Budget Variance | % Change 2025 - 2026 Actual | Capital Reserves |
|--|------------------|------------------|------------------|------------------|------------------|----------------------|-----------------------------|------------------|
| January | 528,201 | 545,346 | 571,369 | 556,406 | 594,149 | 7% | 4% | 37,743 |
| February | 539,128 | 559,272 | 559,874 | 567,917 | 594,962 | 5% | 6% | 27,045 |
| March | 616,540 | 640,405 | 657,816 | 649,463 | - | | | (649,463) |
| April | 599,059 | 619,533 | 652,214 | 631,048 | - | | | (631,048) |
| May | 656,593 | 671,706 | 751,785 | 691,655 | - | | | (691,655) |
| June | 731,134 | 724,483 | 979,805 | 770,176 | - | | | (770,176) |
| July | 679,614 | 723,443 | 768,939 | 715,905 | - | | | (715,905) |
| August | 670,272 | 697,897 | 709,924 | 706,064 | - | | | (706,064) |
| September | 702,464 | 701,098 | 744,108 | 739,975 | - | | | (739,975) |
| October | 613,829 | 634,367 | 664,350 | 646,607 | - | | | (646,607) |
| November | 609,293 | 628,216 | 622,742 | 641,828 | - | | | (641,828) |
| December | 679,178 | 695,672 | 737,559 | 715,445 | - | | | (715,445) |
| | <u>7,625,304</u> | <u>7,841,438</u> | <u>8,420,486</u> | <u>8,032,489</u> | <u>1,189,111</u> | | | |
| Budget Variance Average - YTD | | | | | | 6% | | (6,843,378) |
| % Change 2025 vs 2026 Actual Average - YTD | | | | | | | 5% | |

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 19, 2026

MTA MANAGEMENT REPORTS

Submitted to MTA Authority Board May 19, 2026

GENERAL MANAGER'S REPORT

External Activities:

- Attended Mason Economic Development Council Board and Executive meetings.
- Attended Washington State Transit Insurance Pool Board Executive meeting.
- Attended Mason County Administrators Coordination meeting in Shelton.

Internal Activities:

- Continued MTA/IAM labor negotiations with the Operators group.
- Submitted WSDOT quarterly grant reports.
- Reviewed and edited policies in response to WSDOT Administrative Site Visit.
- Reviewed and interviewed candidates for Accounting Coordinator position.
- Attended MTA Bus Stop Committee meeting. Discussed continued progress on improving bus stop safety and quality in Shelton.
- Celebrated Administrative Professionals Day with staff.
- Met with two new MTA Board members for Board Orientation.
- Met with Clarity Consulting to discuss future leadership planning meetings with Management Staff.
- Attended Lunch with Leadership Staff Meeting.

TEAM UPDATES

MAINTENANCE/FACILITIES – Paul Bolte

Outreach and meetings: Attended shop meeting, bus stop committee meeting, Safety committee meeting, All transit fleet warranty meetings

Facilities and Fleet Projects/Purchases/Maintenance. Working with facilities on spring projects, working on estimates on JP reseat / We have 6 new cutaways on property and 10 more due in late June

T-CC Events/Maintenance

- **Gym:** Pickleball sessions numbered 512 participants this April. Republican Party dinner event welcomed 130+ citizens.
- **Kitchen:** The total number of kitchen users in April was 16 people. The Republican Party dinner event had 6 people working the kitchen.
- **Conference Room:** The regular MTA Board Meeting was held in Hoodspoint this month. The MTA Special board chair meetings numbered around 21 members. The MTA SRC Meeting had 6 employees attended. The MTA Bus Stop Committee meeting welcomed 11 people.

OPERATIONS – Jason Rowe

- **Workforce Development:** MTA continues to support workforce development efforts by hosting Shelton High School interns and providing exposure to a wide range of career opportunities within the public transit industry. Interns will gain firsthand experience in various operational and administrative functions, helping to build awareness of transportation careers within the local community.

- **Bus Stop Improvements:** The YMCA bus stop improvement project has been completed, enhancing rider accessibility. Bus stop signage has been updated with route-specific stickers to help passengers more easily identify available services at each location. Additional bus stop improvement projects are currently being evaluated and implemented throughout Mason County.
- **Community Events and Partnerships:** MTA will participate in the upcoming Forest Festival Parade later this month. In preparation for the event, staff have been collaborating with Blackstar on a custom bus wrap featuring historic images of Mason County, highlighting local heritage and community pride.
- **Outreach:** Staff participated in several community outreach and resource events to increase awareness of transportation services and mobility programs. Engagement included the Skokomish Career and Resource Fair with approximately 200 attendees, the YMCA/Hope Plaza/Mason County Conservation District Resource Fair with approximately 100 attendees, and the North Mason High School Career Fair with more than 300 attendees. Additional outreach efforts included distribution of Dial-A-Ride (DAR) and Rider Empowerment flyers through community partners including South Sound Parent to Parent, Habitat for Humanity, Express Employment, Faith Lutheran Church, Hope Plaza, Feed Needs, Belfair Community Church, and D&L Automotive.
- **Networking:** Staff attended the Washington State Transit Association (WSTA) Marketing and Communications Forum hosted at Intercity Transit to collaborate on industry marketing and public engagement strategies. Staff also participated in the Faith and Hope Luncheon to strengthen community partnerships and connections with local organizations.
- **Special Services and Community Transportation:** Special transportation services supported a variety of community activities and events throughout the month, including:
 - Return shuttle service from George Adams Hatchery to Bordeaux serving 110 riders
 - Mason Conservation District Earth Day Shuttle
 - Oyster Rama Shuttle service for Hama Hama
 - “Adulting in Our Community” trip to Bremerton for a showing of the Mario Movie
 - Transportation from Shelton Health and Rehab to the library for a ventriloquist and magic show

HUMAN RESOURCE – Haley Dorian

- Staff leave management, various staff meetings, drug and alcohol program management, and bi-weekly payroll processing.
- Recruitment management for Accounting Coordinator position. Interviews week of May 11th.
- IAM Union Negotiations.
- WA State Transit Association (WSTA) Transits Next Leadership Institute (TLNI) project work as well as virtual attendance of session 2.
- Attended Association of WA Cities (AWC) Wellness webinar, 4/29.
- Concluded April 4-week Wellness Challenge.
- Attended Leadership communication planning meeting with Clarity Consulting, 4/29.
- Held 2nd quarter ‘Lunch with Leadership’ staff meeting, 5/14.

Mason Transit Authority Regular Board Meeting

Agenda Item: Staff Reports Item 10C – *Informational*

Subject: Operational Statistics

Prepared by: Jason Rowe, Operations Manager

Approved by: Amy Asher, General Manager

Date: May 19, 2026

Background:

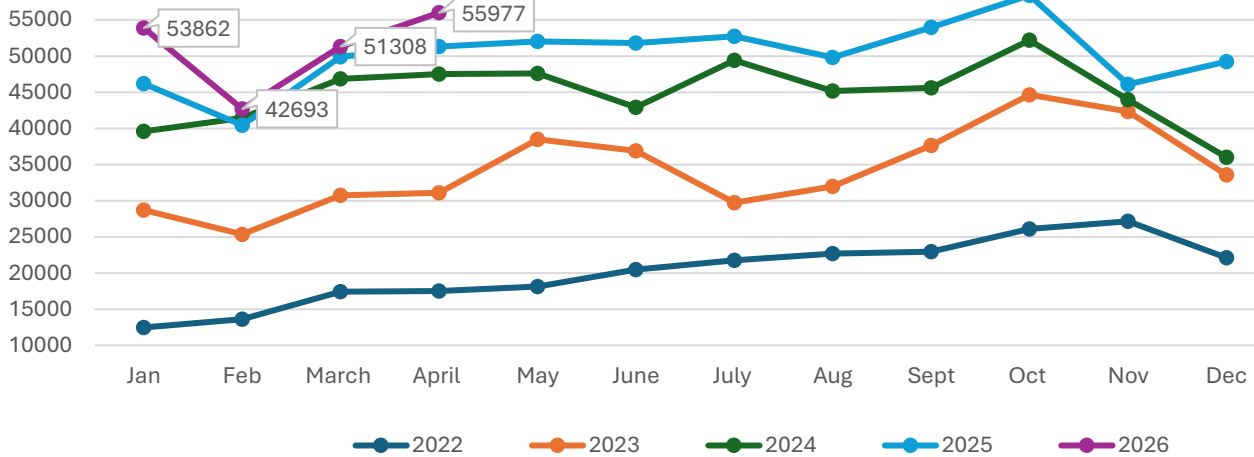
The attached ridership data displays Total Ridership, Demand Response “Dial-a-Ride” and Fixed Route with combined Total Ridership monthly since 2022.

To be easily identifiable, 2026 passenger trips are labeled with the actual number.

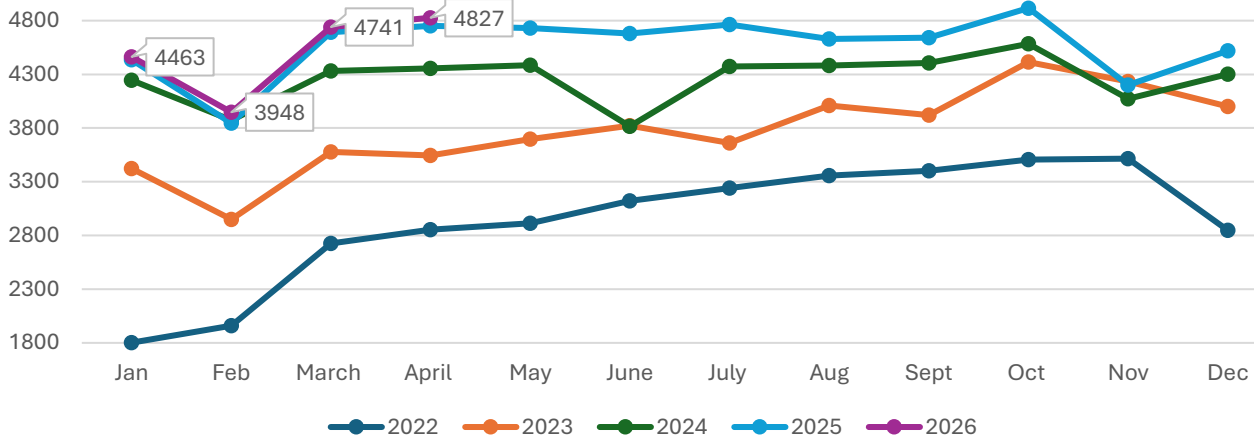
Systemwide ridership, service hours, and mileage experienced a dip in February followed by steady growth through March and April. April recorded the highest totals of the four-month period across all three categories. Fixed Route service continued to represent the majority of overall activity, while Dial-A-Ride and Worker/Driver services remained stable with modest increases during the spring months.

Overall, operational trends indicate improving service utilization and increased activity levels heading into the second quarter of 2026.

Total Ridership



Demand Response - Dial-A-Ride



Fixed Route

