



Mason Transit Authority Board
Regular Meeting
February 16, 2016, 4:00 p.m.
Transit-Community Center Conference Room
601 West Franklin Street, Shelton, WA

OPENING PROTOCOL – (est. 5 mins)

CALL TO ORDER

ROLL CALL AND DETERMINATION OF QUORUM

ACCEPTANCE OF AGENDA – ACTION

PUBLIC COMMENT – (est. 5 mins)

EXECUTIVE SESSION - to review the performance of a public employee RCW 42.30.110(1)(g)
– Session is closed to the public (est. 10 mins). Action may follow the executive session.

RECONVENED REGULAR SESSION – (est. 5 mins)

CORRESPONDENCE – (est. 5 mins)

Letter from Josiah Rowell, Chair, Government Affairs Committee, North Mason Chamber of Commerce

RECOGNITION – (est. 2 mins)

Introduce Chrissy Hammond, new Accounting Specialist/Payroll

CONSENT AGENDA – ACTION (est. 5 mins)

- 1. Pg. 7: Approval of Minutes**
Approval of the minutes of the MTA Board regular meeting of January 19, 2016, and special meetings of February 2, 2016 and February 8, 2016 – **ACTION**
- 2. Pg. 19: Financial Reports: - January 2016 – ACTION**
- 3. Pg. 27: Check Approval: –January 6, 2016 - February 10, 2016 – ACTION**
- 4. Pg. 37: Reaffirming Robert W. Johnson as Attorney For Mason Transit Authority and Modification of Fee Arrangements – Resolution No. 2016-07 -ACTIONABLE** (signatures required)
- 5. Pg. 41: Appointment of Public Records Officer and Acting Public Records Officer – Resolution No. 2016-08 - ACTIONABLE** (signatures required)

6. **Pg. 45: Amendment to Lewis-Mason-Thurston Area Agency on Aging (Volunteer Driver Program) – ACTIONABLE** (signatures required)

REGULAR AGENDA – (est. 55 mins)

UNFINISHED BUSINESS:

1. **Pg. 51: Lease Approval for T-CC Space with Community Youth Services – ACTIONABLE** (signatures required) (est. 5 mins)

NEW BUSINESS:

1. **Pg. 69: Hood Canal Contract– Resolution No. 2016-09– ACTIONABLE** (signatures required) (est. 5 mins)
2. **Pg. 83: Interlocal Agreement: City of Shelton – Resolution No. 2016-10 – ACTIONABLE** (signatures required) (est. 10 mins)
3. **Pg. 91: Surplus of 5 Vanpool Vans –Resolution No. 2016-11 - ACTIONABLE** (signatures required) (est. 5 mins)
4. **Pg. 95: Van Grant Recipient – ACTIONABLE** (signatures required) (est. 5 mins)
5. **Pg. 101: Compensation of Acting General Manager – ACTIONABLE** (est. 5 mins)
6. **Pg. 103: Memorandum of Understanding Between Mason County Department of Emergency Management and Mason Transit Authority – Resolution No. 2016-12 - ACTIONABLE** (signatures required) (est. 5 mins)
7. **Pg. 111: Real Estate Marking Services – ACTIONABLE** (signatures required) (est. 5 mins)
8. **Pg. 115: FTE - Informational** (est. 5 mins)
9. **Pg. 117: Park & Ride RFQ – Discussion** (est. 5 mins)

TEAM UPDATES: **Pg. 119** – “Team Updates” have been provided in the Board packet for board member information. Formal presentations will not be provided at the meeting, however, team leaders will be available at the meeting for questions and/or discussion.

GENERAL MANAGER’S REPORT – (est. 5 mins)

COMMENTS BY BOARD – (est. 5 mins)

PUBLIC COMMENT – (est. 5 mins)

ADJOURNMENT



UPCOMING MEETINGS:

**Mason Transit Authority
Regular Meeting**
March 15, 2016 at 4:00 p.m.
Port of Allyn
18560 East State Route 3, Allyn

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February 8, 2016

MTA Board
790 East Johns Prairie Rd
Shelton, WA 98584

Dear MTA Board,

On behalf of the North Mason Chamber of Commerce Board of Trustees, I would like to express support for the temporary park and ride now referred to as the Roy Boad Rd Park & Ride in Belfair.

As State Route 3 is a major thoroughfare for residents of Mason County, employed in Kitsap County and the life line of the North Mason business community, I am respectfully requesting your undivided support for this project.

Thank you for the work you are doing in Mason County and if there is any way that the NM Chamber can be of assistance, please do not hesitate to let us know.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Rowell'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Josiah Rowell
Chair, Government Affairs Committee
North Mason Chamber of Commerce
(360) 362-3257

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**Mason Transit Authority
Minutes of the Regular Board
Meeting January 19, 2016
MTA Transit - Community Center
601 Franklin Street, Shelton, Washington**



CALL TO ORDER: 4:00 p.m.

OPENING PROTOCOL

Authority Board Members Present: Terri Jeffreys, Chair; John Campbell, Vice Chair; Wes Martin; Tracy Moore; Randy Neatherlin; Deb Petersen; Tim Sheldon; Ginger Seslar. – **Quorum met.**

Others Present: Brad Patterson, General Manager; Rob Johnson, Legal Counsel; Tracy Becht, Clerk of the Board; Danette Brannin, Finance Manager; Kathy Geist, Transit-Community Center Manager; Rikki Johnson, Human Resources Manager; Mike Ringgenberg, Operations Manager; Marshall Krier, Maintenance Manager, Mike Oliver, Development Manager. Also present was John Piety, Mason County Transit Advisory Board (MCTAB) member and Jody Rosier.

RECOGNITION

Five new MTA drivers were introduced: Earlene Ferrell, John Deacon, Toni Rosen, Sally Doig and Justin Hammond. John spoke and indicated that it was his third week of training and that everyone at MTA was welcoming, congenial and supportive and that the Transit-Community Center was a beautiful facility. The same sentiments were echoed by the other drivers. The Chair welcomed the drivers to the MTA organization. Board member Tracy Moore welcomed them as well and said that she knew John from her work at the City of Shelton.

Certificate of Appreciation was presented to Marshall Krier and Rikki Johnson from Olympic College relating to Career Expo 2016-the Future of Mason County.

MTA was nominated Business of the Year to Shelton-Mason County Chamber of Commerce as well as North Mason Chamber of Commerce.

General Manager Announcement: Brad Patterson announced that Mike Ringgenberg will be new Operations Manager.

Marilyn Vogler and Kandace MacKaben introduced themselves as those hired by MTA to develop a strategic plan.

PUBLIC COMMENT –

John Piety thanked the Board for the use of the Olympic College computer lab located in the T-CC facility by Mason County Democratic party to be trained for on-line voter registration.

The Chair read into the record an email from Cheryl Williams, former MTA board member as follows :

“Dear Terri,

*If you could enter this into the minutes, I really would appreciate it.
PLEASE get concurrence from Randy though.*

I requested the minutes from Tracy for July and August to refresh my memory about Board Member Neatherlin's remarks regarding the acquisition of land for the Belfair bus stop.

My recollection is that Randy was the point person for making inquiries as to the land since he had knowledge of land values. We specifically didn't leave it up to him to handle the whole transaction; it was just limited to what he has professional knowledge of.

That last sentence was wrong grammatically, but I can't think of any other way to say it.

Thanks Terri.

Best regards,

*Cheryl Williams
Former MTA Board Member”*

ACCEPTANCE OF AGENDA: Moved that the agenda for the January 19, 2016 Mason Transit Authority (MTA) Regular Board Meeting be accepted.
Campbell/Neatherlin. Motion carried.

CONSENT AGENDA

Moved to approve Consent Agenda items 1 – 5, as follows:

1. **Moved** to approve the DRAFT Minutes of the December 15, 2015, Mason Transit Authority Special Board Meeting.
2. **Moved** that the Mason Transit Authority Board approve the financial reports for the period of December 2015 as presented.
3. **Moved** that the Mason Transit Authority Board approve the payment of

December 12, 2015 through January 11, 2016 financial obligations on checks #27315 through #27408, as presented for a total of \$475,460.68.

4. **Moved** that the Mason Transit Authority Board approve Resolution No. 2016-01 amending the public records requests policy and naming a new public records officer.
5. **Moved** that the Mason Transit Authority Board approve the chair to execute the Lewis, Mason, Thurston Area Agency on Aging Contract #14-1120-0041-06(3) for provision of the Volunteer Driver Program.

Board member Wes Martin had a question relating to the financial report, so item 2 was removed from the consent agenda .

Moved to approve consent agenda items 1, 3, 4 and 5. **Neatherlin/Petersen.**
Motion carried.

Board member Wes Martin questioned why YTD amounts were larger than budget and Finance Manager Danette Brannin responded that certain revenues don't come in until the end of February.

Moved to approve Financial Reports. **Martin/Petersen. Motion carried.**

REGULAR AGENDA

UNFINISHED BUSINESS

1. **Belfair Temporary Park & Ride** – A timeline of events was distributed by General Manager, Brad Patterson. A map and Memorandum of Understanding prepared by Northridge Properties was also distributed.
 - Brad indicated that he spoke with QFC and the average amount of spaces used daily is about 25 spaces. Between April through September, QFC's business goes up and those spaces are needed. Safeway has a policy that they would tow cars that used their parking spaces as a park and ride, but QFC does not. However, now that some alternatives are on the horizon, QFC may change that policy. There is the Assembly of God Church that has 40 spaces, but it is not in a good location. Various options relating to Roy Boad Road were discussed if we used the land described in the map that was distributed, such as traffic signal changes to affect the traffic flow, particularly in the evening; worker-driver buses not pick up passengers at QFC to encourage riders to use Assembly of God. A concern would be would we lose riders on the Worker/Driver buses if required to park at the Assembly of God lot.

- Board member Tim Sheldon indicated he has been on the board since 2005 and has seen changes to the board make up since that time and believes that it has been improved. He also said that the General Manager and his staff have been successful in receiving \$9.2M for the park and ride. He also said that although the rest of the board and the General Manager received an email from Brian Peterson, he was left off. He quoted "...please don't allow your Executive Director and one single board member with a historical political vendetta to railroad the progress that was previously agreed upon by all other board members..." Tim went on to say that he did not appreciate being assigned motives and has no political vendetta and that some things contained within the email are threatening to the General Manager. Tim believes that we need a temporary lot, but that it must be done in a professional manner, including permitting, storm water drainage and the like.
- Board member Randy Neatherlin brought up there is widening, storm water issues, clearing the land and permitting. Board member Tim Sheldon said the property looks larger than items 1 through 10 of the Northridge Properties memo. Also needs turn-key permits, the product needs to be refined and completed.
- Legal Counsel Rob Johnson recommended that he draft a Memorandum of Understanding. There are not enough details in the MOU from Northridge Properties. Board member Wes Martin recommended that it be conditional and that there should be an escape hatch if the feasibility study isn't done. Board member John Campbell agreed with Tim Sheldon and Rob Johnson that the Board needs to be sure that the "i"s are dotted and "t"s crossed and that it needs to be done with integrity.
- The Chair asked legal counsel and the General Manager to review feasibility and make direct contact with the property owner and draw up a proposal that both parties could agree to. Legal counsel indicated that there would need to be some give and take in drafting the contract. Board member Randy Neatherlin suggested a month-to-month for three years with an option to five years and to include maintenance and lighting. Legal counsel was looking for guidance from the Board on the parameters up to three years and then month-to-month.

Moved that the term of the proposal shall be for 3 years, with an option to go 5 years, but will be month-to-month between 3-5 years. **Neatherlin/Campbell. Motion carried.**

(Board member Tim Sheldon departed from meeting as he had to attend another meeting.)

2. **Strategic Planning Process** – Brad Patterson described how he developed the arrangement for Marilyn Vogler to prepare a strategic plan and that Kandace MacKaben wanted to be a part of developing the plan. They were provided with the SWOT analysis developed at a previous All MTA meeting. Marilyn has past experience with developing strategic plans.
3. **Continued Discussion of Proposal for the Structure of MCTAB.** John Piety's proposal for the structure of MCTAB is included in the Board packet and he described MCTAB as a citizen's advisory board. He described how MCTAB members would attend Board meetings; the Board could give assignments to be of assistance to MTA and up to \$5,000 a year could be set aside and used for MCTAB at the General Manager's discretion.

Moved to accept the recommendation as written by John Piety with changes as set forth for MCTAB incorporating recommendations. **Neatherlin/Campbell. Motion carried.**

4. **Washington State Department of Transportation Agreement #GCB2304 (Regional Mobility Grant - Park & Ride Development) - Resolution No. 2016-02** – Mike Oliver described the reason for the amendment. *(Board member Randy Neatherlin exited Board room at 5:25 p.m. and returned at 5:30 p.m. - quorum met.)* **Moved** that the Mason Transit Authority Board approve Resolution 2016-02 authorizing the General Manager to execute the revised agreement GCB2304 (RMG Construction Park and Ride Development) as amended with Washington State Department of Transportation. **Campbell/Moore. Motion carried.**

(Board member John Campbell exited meeting at 5:32 p.m. and returned at 5:35 p.m. Board member Deb Petersen departed meeting at 5:32 p.m. – quorum met.)

NEW BUSINESS

1. **Memorandum of Understanding (Interlocal Agreement): Skokomish Tribe Pilot Program – Resolution No. 2016-03– Moved** that the Mason Transit Authority Board approve Resolution 2016-03 authorizing the General Manager to execute the 2016 Memorandum of Understanding with the Skokomish Indian Tribe in the amount of \$70,110 for the continued operation of the Skokomish Pilot Service. **Martin/Seslar. Motion carried.**
2. **Transit Advertising Policy – Resolution No. 2016-04.** Brad Patterson described the purpose of the proposed policy. **Moved** that the Mason Transit Authority Board approve the revised Transit Advertising Policy POL-1001 and adopting Resolution

No. 2016-04. **Campbell/Neatherlin. Motion carried.**

3. Employee Social Media Policy-Resolution No. 2016-05. Brad Patterson described need for the new policy. **Moved** that the Mason Transit Authority Board approve the Employee Social Media Policy POL-1003 and adopt Resolution No. 2016-05. **Martin/Campbell. Motion carried.**

4. Small and Attractive Asset Policy – Finance Manager, Danette Brannin, described the need to create the policy following the most recent audit. **Moved** that the Mason Transit Authority Board approve the Small and Attractive Asset Policy #405 and approve Resolution No. 2016-06. **Neatherlin/Seslar. Motion carried.**

(Board member Tracy Moore departed at 5:45 p.m.-quorum met)

5. Committee Assignments – All Board members were requested to complete and return to Clerk of the Board.

6. Employee Satisfaction Survey Results. Human Resources Manager Rikki Johnson described the employee survey, how it was completed and the results of those received.

7. GASB 68 Information. - Finance Manager, Danette Brannin, discussed how it will affect the financial reports and that she will be participating in a webinar.

8. Consent Agenda Items. – Brad Patterson described the purpose of the consent agenda items and items that are on the consent agenda are either routine items (such as the financial statements, check approval or have been previously seen by the Board). However, he suggested that we also put items that are believed won't need a second view by the Board. He also said that should a Board member want it taken off the consent agenda and placed under unfinished or new business, as appropriate, that can be done too.

9. Lease Approval for T-CC Space. *(This agenda item was not included in the board packet and is included with the minutes as a handout at the meeting.)* Kathy Geist, T-CC Manager, described the prospective tenants, Community Youth Services and the lease related thereto. Board approval is necessary for any lease representing an annual income over \$20k. The Chair of the Board requested that the Board be presented with the contract of the five-year lease for review prior to its authorizing the General Manager to sign.

TEAM UPDATES –Team Updates as presented in board packet.

GENERAL MANAGER'S REPORT – Brad Patterson spoke on the upcoming All MTA event, the known dignitaries and activities planned for the day.

COMMENTS BY BOARD MEMBERS –

John Campbell – Two weeks ago a bill was dropped, the Governor has appointed a plan to revamp the public records system.

ADJOURN 6:30 p.m.

UPCOMING MEETINGS

**Mason Transit Authority
Regular Board Meeting**

February 16, 2016 at 4:00 p.m.

*Transit-Community Center Conference Room
601 Franklin Street, Shelton, Washington*

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OPENING CEREMONIES:

CALL TO ORDER: 4:01 p.m.

ROLL CALL:

Terri Jeffries, Chair; John Campbell, Vice Chair; Wes Martin; Tracy Moore; Randy Neatherlin; Deb Petersen; Don Pogreba and Ginger Seslar. - **Quorum met.**

Others Present: Tracy Becht, Clerk of the Board; Rikki Johnson, Human Resources Manager and Rob Johnson, Legal Counsel

PUBLIC COMMENT: None

COMMENTS BY THE BOARD: None.

The Chair announced in open session the purpose of the executive session was to review the performance of a public employee and reminded the participants that the discussions are confidential.

EXECUTIVE SESSION: The Chair announced the meeting was in executive session. The Chair excused the Clerk of the Board from the Executive Session. The Chair announced the Executive Session would conclude at 4:25 pm. At 4:25 pm, the Chair announced that the end time would be extended another 15 minutes. At 4:40 pm the Chair announced that the end time would be extended another five minutes. At 4:47 pm the Chair announced the end of the Executive Session and that the meeting was in open regular session.

REGULAR SESSION:

Moved that the General Manager be placed on administrative leave with pay until further order of the Board. **Campbell/Neatherlin. Motion carried.**

Moved that the General Manager be directed to have no contact with complainant or Human Resources Manager and no contact with the Board members on the subject of the complaint. **Neatherlin/Seslar. Motion carried.**

It was determined that the Chair of the Board would contact the General Manager to discuss the above motions that were carried.

ADJOURN 4:55 p.m.

UPCOMING MEETINGS

**Mason Transit Authority
Special Board Meeting**

Monday, February 8, 2016 at 6:00 p.m.
*Transit-Community Center Conference Room
160 Franklin Street, Shelton*

**Mason Transit Authority
Regular Board Meeting**

February 16, 2016 at 4:00 p.m.
*Transit-Community Center Conference Room
160 Franklin Street, Shelton*

DRAFT



OPENING PROTOCOL:

CALL TO ORDER: 6:01 p.m.

ROLL CALL:

Terri Jeffries, Chair; John Campbell, Vice Chair; Wes Martin; Tracy Moore; Randy Neatherlin; Deb Petersen; Don Pogreba and Ginger Seslar. - **Quorum met.**

Others Present: Tracy Becht, Clerk of the Board; Rob Johnson, Legal Counsel, Rikki Johnson, Human Resources Manager, Christina Kramer, Outreach Manager, Mike Oliver, Development Manager, Hayward Seymore, citizen, Jane Seymore, citizen, Herb Gerhardt, citizen.

ACCEPTANCE OF AGENDA: Moved that the second revised agenda for the February 8, 2016 Mason Transit Authority (MTA) Special Board Meeting be accepted. **Martin/Neatherlin. Motion carried.**

PUBLIC COMMENT: None

COMMENTS BY THE BOARD: None.

The Chair announced in open session the purpose of the executive session was to receive and evaluate complaints or charges brought against a public officer or employee and that action may follow the executive session. The Chair also reminded the participants that the discussions are confidential.

EXECUTIVE SESSION: The Chair announced the meeting was in executive session. The Chair excused the Clerk of the Board, the citizens and Mike Oliver from the Executive Session. The Chair announced the Executive Session would conclude at 7:03 pm (60 minutes). At 7:03 pm, the Chair announced that the end time would be extended another 30 minutes. At 7:33 pm the Chair announced there would be a five minute break and at 7:35 pm, executive session would reconvene and would end in 15 minutes. At 7:50 pm, the Chair announced that the executive session was extended for 10 minutes. At 8:00 pm the Chair announced that the executive session was extended for another 10 minutes. At 8:10 pm the Chair announced that the executive session was extended for another 10 minutes. At 8:20 pm the Chair announced that the executive session was extended for another 10 minutes. At 8:30 pm the Chair announced that the executive session would end in another 3 minutes.

At 8:36 pm the Chair announced the end of the Executive Session and that the meeting was in open regular session.

REGULAR SESSION:

Moved that the General Manager continue to be on administrative leave with pay until Tuesday, February 16. **Martin/Campbell. Motion carried.**

ADJOURN 8:39 p.m.

UPCOMING MEETINGS

**Mason Transit Authority
Regular Board Meeting**
February 16, 2016 at 4:00 p.m.
Transit-Community Center Conference Room
160 Franklin Street, Shelton

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 2 – *ACTION*
Subject: Financial Reports – January 2016
Prepared by: Danette Brannin, Finance Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

Included are the January 2016 Financial Reports with a breakout of T-CC revenue and expenses.

The Finance Department is still working on the 2015 Year-end financial numbers.

In January, \$700,000 was moved from reserves for operating cash and to pay for the second med-duty bus. On February 9, \$200,000 was transferred back to reserves. The additional \$500,000 will be transferred back to reserves once grant reimbursements are received from WSDOT. (See list below)

Highlights:

Sales Tax Revenue

- Sales tax revenue for November 2015 (received January 31, 2016), at \$261,713, is approximately 3.2% higher than budgeted and 4.8% higher than November 2014. Sales Tax is still on a positive trend upward for the year at 10.7% higher YTD through November 2015 as compared through November 2014.

Outstanding Grant Receivables and Upcoming Reimbursements:

We currently have the following outstanding grant receivables with WSDOT. I have included the status of each.

- Ladders of Opportunity: \$1,474,999 – Grant reimbursement has not been submitted. Waiting for contract from WSDOT/FTA. **FTA's new system for grant management is set to go live February 16. WSDOT will then be able to enter our grant award and a contract will follow. Once MTA receives the contract a reimbursement can be submitted.**
- TAP Grant: Appx. \$60k. Grant reimbursement has not been submitted. Waiting for contract from WSDOT/FTA. **Update is the same as the Ladders grant.**
- Capital Vehicle Reimbursement for Med-Duty Buses: \$217,793. Submitted to WSDOT on 1/31/16. Money should be reimbursed in 30 days.
- 4th Quarter Operating Grant Reimbursement: \$667,108. Submitted to WSDOT on 2/4/16 with an expected 30 day turn around.
- 4th Quarter RM Grant Reimbursement: \$24,707. Submitted to WSDOT on 2/4/16 with an expected 30 day turn around.

Fiscal Impact:

Operating revenues of \$535,239 and operating expenses of \$465,152 for January 2016.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the financial reports for the period of January 2016 as presented.

Mason Transit Authority

January 2016 Financial Report

	2016 January Actual	2016 YTD Actual	2016 Budget	Notes	Percentage of Budget Used (8.3%)
REVENUE					
Passenger Fares	\$7,193	\$7,193	\$93,500		7.7%
PSNS Worker/Driver & Vanpool Fares	23,508	23,508	388,000		6.1%
Special Contract Fares - Local Govt.	5,843	5,843	0	(1)	0.0%
Total Operating Revenue (Fares)	36,544	36,544	481,500		7.6%
Sales Tax	264,230	264,230	3,871,659	(2)	6.8%
Operating Grants	222,436	222,436	2,669,236	(3)	8.3%
Rental Income	8,995	8,995	172,724		5.2%
Investment Income	731	731	4,800		15.2%
Other Non-operating Revenue	2,303	2,303	218,100	(4)	1.1%
Total Revenue	\$535,239	\$535,239	\$7,418,019		7%
EXPENSES					
Wages and Benefits	\$351,988	\$351,988	\$5,484,139		6.42%
Contracted services	16,890	16,890	311,276		5.43%
Purchased Transportation	1,794	1,794	66,000	(5)	2.72%
Fuel	15,059	15,059	440,202	(6)	3.42%
Vehicle/Facility Repair & Maintenance	19,603	19,603	275,259		7.12%
Insurance	16,248	16,248	196,750		8.26%
Intergovernmental - Audit Fees	0	0	25,000		0.00%
Rent - Facilities and Park & Ride	794	794	9,625		8.25%
Utilities	13,324	13,324	133,159	(7)	10.01%
Supplies - Equipment	6,134	6,134	181,615		3.38%
Training & Meetings	2,850	2,850	70,555		4.04%
Other operating expenses	20,468	20,468	171,702	(8)	11.92%
Total Operating Expenses	\$465,152	\$465,152	\$7,365,282		6.32%
Net Income (Loss) from Operations	\$70,087	\$70,087	\$52,737		

Mason Transit Authority
January 2016 Financial Report
T-CC

	2016 January Actual	2016 YTD Actual	2016 Budget	Notes	Percentage of Budget Used (8.3%)
REVENUE					
T-CC Rental	\$7,129	\$7,129	\$160,527		4.4%
Other Revenue		0	1,000		0.0%
Total Revenue	7,129	7,129	161,527		4.4%
EXPENSES					
Wages and Benefits	\$11,364	\$11,364	\$206,024		5.52%
Contracted services	387	387	6,680		5.79%
Repair & Maintenance	513	513	2,000		25.65%
Insurance	1,583	1,583	19,000		8.33%
Utilities	5,016	5,016	48,700		10.30%
Supplies & Small Equipment	625	625	12,500		5.00%
Training & Meetings	0	0	3,350		0.00%
Other operating expenses	3,641	3,641	7,650	(1)	47.59%
Total Operating Expenses	\$23,129	\$23,129	\$305,904		7.56%
Net Income (Loss) from Operations	(\$16,000)	(\$16,000)	(\$144,377)		

NOTES

(1) Purchased a laptop for the AV system; purchased a plaque for building indicating it is a LEED building.

Mason Transit Authority

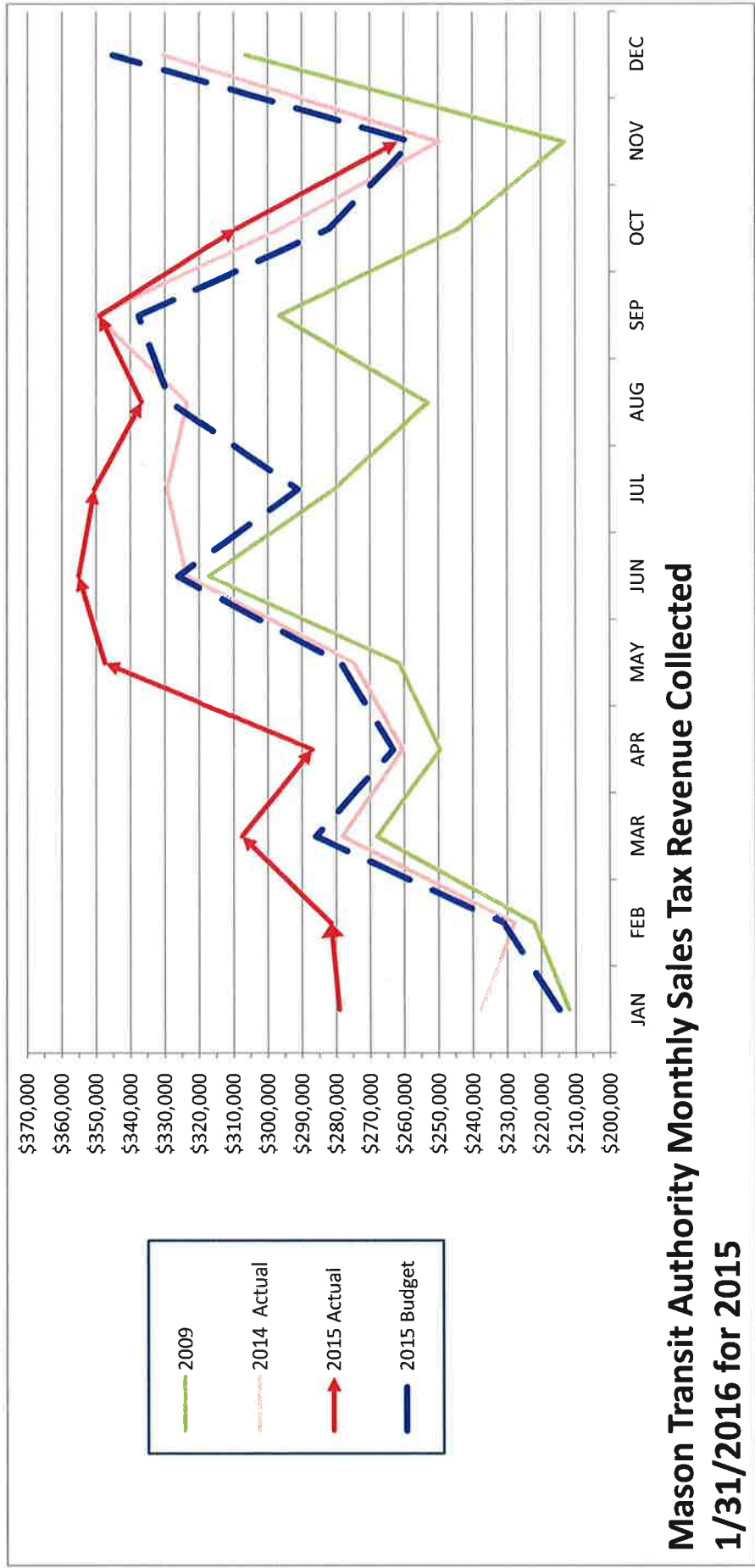
January 2016 Financial Report

NOTES

(1)	We were notified by the Skokomish Tribe of funding for 2016 after we prepared the budget. Our contract value is \$70,110 to paid in 12 equal monthly payments.
(2)	Amount based upon accrual (based on budget) for January.
(3)	Amount is based upon January accrual for 1st quarter 2016 reimbursement estimate.
(4)	This will be the final cost for purchased transportation for the ASA program.
(5)	This will be the final cost for purchased transportation for the ASA program.
(6)	Average diesel price for January was \$1.06. Gasoline price per gallon was \$2.17.
(7)	Expect utilities to be higher in winter months making percent of budget spent higher.
(8)	Includes budget lines from Training, CDL Testing, Bank Charges, Copier lease, assorted miscellaneous exp., Advertising/Promotion, Volunteer Driver reimb, Dues/Memberships/Subscriptions

Mason Transit Authority
Sales Tax Collected as of 1/31/2016

	2010	2011	2012	2013	2014	2015 Budget	2015 Actual	2015 Budget Variance	% change 2014- 2015 Actual
JAN	223,403	220,895	223,999	219,231	237,528	234,652	279,122	19.0%	17.5%
FEB	220,311	213,228	241,132	217,929	227,815	229,156	281,559	22.9%	23.6%
MAR	263,166	271,661	257,893	260,652	278,053	276,836	307,482	11.1%	10.6%
APR	247,785	239,498	240,541	236,931	260,396	255,421	286,903	12.3%	10.2%
MAY	238,633	283,554	262,716	265,167	274,641	277,564	347,236	25.1%	26.4%
JUN	283,691	297,471	280,801	282,753	323,498	311,116	354,920	14.1%	9.7%
JUL	280,582	265,454	280,429	291,925	329,201	318,840	350,290	9.9%	6.4%
AUG	278,377	298,329	282,521	292,782	323,336	316,400	336,522	6.4%	4.1%
SEP	310,007	286,873	301,658	306,051	349,872	336,612	348,805	3.6%	-0.3%
OCT	260,011	260,452	252,888	285,612	296,170	299,140	309,042	3.3%	4.3%
NOV	258,127	259,066	234,915	243,571	249,648	253,661	261,713	3.2%	4.8%
DEC	304,470	302,470	290,378	312,900	330,297	330,602		-100.0%	-100.0%
Total	3,168,563	3,198,952	3,149,871	3,215,506	3,480,456	3,440,000	3,463,592		
Year over year change	1.4%	1.0%	-1.5%	2.1%	8.2%		-0.5%		



Mason Transit Authority
Cash and Investments
January 31, 2016

FUND	Balance as of 12/31/2015	Balance as of 01/31/2016	Change
Cash - MC Treasurer	348,664.84	857,002.87	508,338.03
Investments - MC Treasurer	3,594,105.63	3,094,105.63	(500,000.00)
Payroll - ACH Account Bank of America	1,662.03	1,617.66	(44.37)
Petty Cash/Cash Drawer #1	450.00	450.00	-
TOTAL	\$ 3,944,882.50	\$ 3,953,176.16	\$ 8,293.66

Transferred \$200,000 back to reserves 2/9/16

Cash Encumbrances		
Project Related:		
MOU - City of Shelton; Franklin St. Frontage Imprvmt.		45,000
Grant Related:		
TAP Grant - T-CC & Shelter Rplc	10,800	
SGR Livability - Wooden Shelter Rplc	30,000	
FTA - Base Roofing replace (contract pending)	61,783	
FTA - Skokomish bus purchase (2 buses) (\$127,450- Money has been expended-project is complete)	0	
FTA-Ladders of Opportunity (\$368,750 Money has been expended)	0	
State Rural Mobility Grant - 3 buses 2015-2019 Express Services	293,656	
Regional Mobility Grant 2015-2017/Projected Multimodal (TIER) Funds (MTA's portion of match)	129,134	
Parking Lot (DOE Grant)	52,500	
Total Grant Match		577,873
Reserves:		
General Leave Liability		135,160
Operating Reserves		2,000,000
Vehicle Replacement		6,000
Facility Repair Reserve		150,000
Emergency/Insurance Reserves		50,000
		\$ 2,964,033

Total of Cash \$ 3,953,176.16

Less Encumbrances \$ 2,964,033.00

Undesignated Cash Balance Total (Including Reserves) \$ 989,143.16

Investments - MC Treasurer (Reserves) \$ 3,094,105.63

Less Encumbrances \$ 2,964,033.00

Undesignated Cash Reserves \$ 130,072.63

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda – Item 3 – ***ACTION***
Subject: Check Approval
Prepared by: Jeri Wood, Accounting Specialist
Approved by: Danette Brannin, Acting General Manager/Finance Manager
Date: February 16, 2016

Summary for Discussion Purposes:

- Abila #27411 - \$5,454.33 – 2016 Financial Software Maintenance
 - Creative Bus Sales #27425 - \$171,699.27 – purchase of Medium-Duty Bus (grant reimbursable)
 - Paychex #27448 - \$53,633.22 – 4th Qtr 2015 L & I
 - Washington State Transit Insurance Pool #27464 – \$194,978.00 - 2016 Agency Insurance
 - Employment Security Department #27487 - \$5,214.15 – 4th Qtr 2015 Unemployment Insurance
 - Reliable Electric #27506 - \$4,045.60 – interior light upgrade
 - Association of Washington Cities #27519 - \$7,592.42 – 2016 Membership
 - Bank of America Credit Card #27547 - \$5,532.71
 - Small & Mid-Sized Transit Alliance #27596 - \$3,180.00 – 2016 Membership
- January Fuel Prices: Diesel \$1.06 Unleaded \$2.17

Fiscal Impact:

\$1,112,613.28

Note: The financial impact of this report is higher than normal due to three payrolls in the period, annual insurance premiums, annual membership fees, annual software maintenance fees, quarterly L & I and unemployment insurance payments, and has five (5) weeks in the period.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the payment of January 6, 2016 through February 10, 2016 financial obligations on checks #27409 through #27608, as presented for a total of \$1,112,613.28.

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Mason Transit Authority
February 2016 Disbursement Approval

The following checks for the period of January 6, 2016 through February 10, 2016 have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for Mason Transit Authority Board approval. Supporting invoices are in the Finance Department for review.

DESCRIPTION	CHECK NUMBERS	TOTAL AMOUNT
Accounts Payable Checks	27409 - 27608	\$1,112,613.28

Included within the checks were:		
Payroll – 1/13/2016	Check #27409	\$119,985.00
Payroll – 1/27/2016	Check #27476	\$127,170.09
Payroll – 2/10/2016	Check #27535	\$132,029.66
Spoil – 1/27/2016	Check #27497	\$-0-

Submitted by: 
Jeri Wood, Accounting Specialist

Date: 2/11/16

Approved by: 
Danette Brannin, Acting General Manager/
Finance Manager

Date: 2/11/16

Mason County Public Transportation Benefit Area

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 1/6/2016 Through 2/10/2016

Document Date	Check #	Vendor Name	Amount
1/13/2016	27409	Mason Transit Authority - Payroll Transfer	119,685.00
1/15/2016	27410	ABC Drug & Alcohol Testing Services	362.00
1/15/2016	27411	Abila	5,454.33
1/15/2016	27412	Active Underground, LLC	1,066.56
1/15/2016	27413	Advance Glass	169.57
1/15/2016	27414	Alarm Center	1,669.45
1/15/2016	27415	Aramark	211.72
1/15/2016	27416	Aramark	33.23
1/15/2016	27417	Mick Baker	920.00
1/15/2016	27418	Belfair Water District #1	175.34
1/15/2016	27419	Black Star	1,095.85
1/15/2016	27420	Sally M. Carl	267.95
1/15/2016	27421	City of Shelton	607.33
1/15/2016	27422	Cascade Natural Gas	1,957.14
1/15/2016	27423	Coastwide Laboratories	66.47
1/15/2016	27424	Comcast	131.19
1/15/2016	27425	Creative Bus Sales	171,699.27
1/15/2016	27426	Cummins Northwest, LLC	1,804.91
1/15/2016	27427	Gene Currier	596.95
1/15/2016	27428	Ricardo Del Bosque	300.00
1/15/2016	27429	Dept of Labor & Industries - Elevators	129.00
1/15/2016	27430	Kristi J Evans	83.00
1/15/2016	27431	FASTER Asset Solutions by CCG	253.89
1/15/2016	27432	Gillig, LLC	635.87
1/15/2016	27433	Global Equipment Company, Inc.	298.03
1/15/2016	27434	Integra Telecom	281.32
1/15/2016	27435	Robert W. Johnson, PLLC	1,500.00
1/15/2016	27436	Kitsap Transit	1,511.97
1/15/2016	27437	Les Schwab	678.86
1/15/2016	27438	Mason County Garbage, Inc.	389.76
1/15/2016	27439	Mason County Public Health	230.00
1/15/2016	27440	Mason County PUD #3	6,252.32
1/15/2016	27441	Mason County Utilities/Waste Management	96.00
1/15/2016	27442	Mountain Mist Water	85.47
1/15/2016	27443	Napa Auto Parts	382.98
1/15/2016	27444	Judy Nicholson	642.23
1/15/2016	27445	Office Depot, inc.	104.70
1/15/2016	27446	O'Reilly Auto Parts	43.80
1/15/2016	27447	Pacific Office Automation	536.99
1/15/2016	27448	Mason Transit Authority - Paychex	53,633.22
1/15/2016	27449	Pitney Bowes Purchase Power	172.00
1/15/2016	27450	Rexus Corporation	247.00
1/15/2016	27451	Seattle Automotive Distributing	148.95

Mason County Public Transportation Benefit Area

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 1/6/2016 Through 2/10/2016

Document Date	Check #	Vendor Name	Amount
1/15/2016	27452	Shelton School District # 309	5,401.10
1/15/2016	27453	Mason County Journal	99.00
1/15/2016	27454	Tara Shipman	300.00
1/15/2016	27455	The Shoppers Weekly	208.25
1/15/2016	27456	Speros Marketing Group, Inc.	1,400.00
1/15/2016	27457	Verizon Wireless	301.99
1/15/2016	27458	Voyager Fleet Systems, Inc.	3,861.86
1/15/2016	27459	Washington Finance Officers Association	100.00
1/15/2016	27460	Whisler Communications	2,008.34
1/15/2016	27461	Robert Williams	184.58
1/15/2016	27462	Woytowich Design	1,570.00
1/15/2016	27463	Washington State Patrol	177.56
1/15/2016	27464	Washington State Transit Insurance Pool	194,978.00
1/21/2016	27465	AIG Retirement	490.00
1/21/2016	27466	Bank of America Business Card	8,956.25
1/21/2016	27467	Dept. of Retirement Systems - PERS Contributions	21,438.73
1/21/2016	27468	Dept. of Retirement Systems - Deferred Comp (DCP)	930.00
1/21/2016	27469	EMC - Mason Transit	139.15
1/21/2016	27470	Joseph O Enbody, Attorney	236.42
1/21/2016	27471	Michael G Malaier, Trustee	1,370.76
1/21/2016	27472	United Way of Mason County	4.00
1/21/2016	27473	Washington State Support Registry	206.30
1/27/2016	27474	Mason Transit - Dept. of Revenue - B & O/Use Tax	1,030.79
1/27/2016	27475	Mason Transit - Dept. of Revenue - Leasehold	1,473.73
1/27/2016	27476	Mason Transit Authority - Payroll Transfer	127,170.09
1/29/2016	27477	ABC Drug & Alcohol Testing Services	102.00
1/29/2016	27478	American Public Transportation Association	85.00
1/29/2016	27479	Aramark	105.86
1/29/2016	27480	Aramark	33.23
1/29/2016	27481	ARI Phoenix, Inc.	518.52
1/29/2016	27482	Association of Washington Cities	100.00
1/29/2016	27483	Belfair Assembly of God Church	90.00
1/29/2016	27484	Color Graphics	46.59
1/29/2016	27485	Cooper Studios	48.88
1/29/2016	27486	Cummins Northwest, LLC	3,797.48
1/29/2016	27487	Employment Security Department - WA State	5,214.15
1/29/2016	27488	Expressions Media, LLC	75.00
1/29/2016	27489	Faith In Action	221.89

Mason County Public Transportation Benefit Area

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 1/6/2016 Through 2/10/2016

Document Date	Check #	Vendor Name	Amount
1/29/2016	27490	Gillig, LLC	762.22
1/29/2016	27491	G. Neil	271.54
1/29/2016	27492	GreenPlaque	1,530.00
1/29/2016	27493	LegalShield	122.55
1/29/2016	27494	Les Schwab	1,426.25
1/29/2016	27495	Mason County PUD #3	33.19
1/29/2016	27496	Mountain Mist Water	101.37
1/27/2016	27497		0.00
1/29/2016	27498	Napa Auto Parts	570.87
1/29/2016	27499	Northwest Administrators	92,670.79
1/29/2016	27500	Office Depot, inc.	75.93
1/29/2016	27501	Olympic Lock & Key	211.77
1/29/2016	27502	O'Reilly Auto Parts	14.30
1/29/2016	27503	Performance Radiator	410.51
1/29/2016	27504	Pacific Power Group, LLC	125.18
1/29/2016	27505	Pro-Build Company LLC	59.22
1/29/2016	27506	Reliable Electric, Inc.	4,045.60
1/29/2016	27507	Seattle Automotive Distributing	237.35
1/29/2016	27508	Lonita J Larson dba Sew Now Studio	41.27
1/29/2016	27509	The Shoppers Weekly	109.25
1/29/2016	27510	South Sound Investment Properties, LLC	300.00
1/29/2016	27511	Staples Business Advantage	142.83
1/29/2016	27512	Total Battery & Automotive Supply	114.80
1/29/2016	27513	Tozier Brothers, Inc.	40.47
2/1/2016	27514	ABC Drug & Alcohol Testing Services	171.50
2/1/2016	27515	Advance Glass	169.57
2/1/2016	27516	Aflac	816.66
2/1/2016	27517	AIG Retirement	490.00
2/1/2016	27518	Associated Petroleum Products, Inc.	9,334.96
2/1/2016	27519	Association of Washington Cities	7,592.42
2/1/2016	27520	Dept. of Retirement Systems - PERS Contributions	22,434.94
2/1/2016	27521	Dept. of Retirement Systems - Deferred Comp (DCP)	930.00
2/1/2016	27522	EMC - Mason Transit	139.15
2/1/2016	27523	Joseph O Enbody, Attorney	236.42
2/1/2016	27524	Global Equipment Company, Inc.	477.82
2/1/2016	27525	Athena Green	27.22
2/1/2016	27526	Trina Gwerder	27.00
2/1/2016	27527	Hood Canal Communications	12,860.46
2/1/2016	27528	Michael G Malaier, Trustee	1,370.76
2/1/2016	27529	Mason County PUD #3	2,873.83
2/1/2016	27530	Muzak LLC	88.98

Mason County Public Transportation Benefit Area

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 1/6/2016 Through 2/10/2016

Document Date	Check #	Vendor Name	Amount
2/1/2016	27531	Pacific Office Automation	1,013.38
2/1/2016	27532	United Way of Mason County	4.00
2/1/2016	27533	Washington State Support Registry	206.30
2/3/2016	27534	Trina Gwerder	99.00
2/10/2016	27535	Mason Transit Authority - Payroll Transfer	132,029.66
2/10/2016	27536	ABC Drug & Alcohol Testing Services	159.00
2/10/2016	27537	AIG Retirement	490.00
2/10/2016	27538	Alarm Center	135.63
2/10/2016	27539	Amerisafe	379.21
2/10/2016	27540	Aramark	518.30
2/10/2016	27541	Aramark	66.46
2/10/2016	27542	Ascend Roofing Company LLC	488.25
2/10/2016	27543	Mick Baker	620.46
2/10/2016	27544	Bayside Apparel	1,959.17
2/10/2016	27545	BCP Landscape Supplies	271.25
2/10/2016	27546	Belfair Water District #1	177.75
2/10/2016	27547	Bank of America Business Card	5,532.71
2/10/2016	27548	Sally M. Carl	623.70
2/10/2016	27549	Kirk C Church dba 3C's	200.00
2/10/2016	27550	City of Shelton	666.19
2/10/2016	27551	Cascade Natural Gas	1,843.21
2/10/2016	27552	Coastwide Laboratories	1,341.50
2/10/2016	27553	Color Graphics	40.71
2/10/2016	27554	Comcast	133.36
2/10/2016	27555	Creative Bus Sales	47.75
2/10/2016	27556	Cummins Northwest, LLC	950.40
2/10/2016	27557	Gene Currier	513.20
2/10/2016	27558	Daily Journal of Commerce	347.10
2/10/2016	27559	Wayne Dallenbach	300.00
2/10/2016	27560	Don Small & Sons Oil Dist. Co.	381.79
2/10/2016	27561	Economic Development Council	25.00
2/10/2016	27562	EMC - Mason Transit	144.15
2/10/2016	27563	Joseph O Enbody, Attorney	236.42
2/10/2016	27564	Gillig, LLC	892.15
2/10/2016	27565	Integra Telecom	314.62
2/10/2016	27566	Robert W. Johnson, PLLC	1,600.00
2/10/2016	27567	Kern's Kitchen	1,966.46
2/10/2016	27568	Kitsap Transit	1,147.35
2/10/2016	27569	Kitsap Sun	354.00
2/10/2016	27570	iFIBERONE	666.66
2/10/2016	27571	Les Schwab	3,735.64
2/10/2016	27572	Michael G Malaier, Trustee	1,370.76
2/10/2016	27573	MASCO Petroleum, Inc.	2,938.29

Mason County Public Transportation Benefit Area

Check/Voucher Register - Board Check Register

101000 - MC Treasurer Depository

From 1/6/2016 Through 2/10/2016

Document Date	Check #	Vendor Name	Amount
2/10/2016	27574	Mason County Garbage, Inc.	369.64
2/10/2016	27575	Mason County PUD #3	2,955.22
2/10/2016	27576	Mason County Utilities/Waste Management	96.00
2/10/2016	27577	Mountain Mist Water	106.47
2/10/2016	27578	Napa Auto Parts	188.85
2/10/2016	27579	Judy Nicholson	473.48
2/10/2016	27580	North Mason Chamber of Commerce	187.50
2/10/2016	27581	Office Depot, inc.	332.25
2/10/2016	27582	Olympic Lock & Key	218.29
2/10/2016	27583	Pacific Office Automation	536.99
2/10/2016	27584	Mason Transit Authority - Paychex	196.00
2/10/2016	27585	Pitney Bowes Purchase Power	343.95
2/10/2016	27586	Pro-Build Company LLC	84.94
2/10/2016	27587	Reliable Electric, Inc.	1,763.13
2/10/2016	27588	Rexus Corporation	51.00
2/10/2016	27589	Romaine Electric	56.76
2/10/2016	27590	Schwerzlers' Natural Creations	50.00
2/10/2016	27591	Schetky Northwest Sales, Inc.	285.38
2/10/2016	27592	Seattle Automotive Distributing	277.38
2/10/2016	27593	Shelton School District # 309	1,793.81
2/10/2016	27594	Mason County Journal	801.00
2/10/2016	27595	The Shoppers Weekly	32.55
2/10/2016	27596	Small & Mid-Sized Transit Alliance	3,180.00
2/10/2016	27597	Summit Law Group	308.00
2/10/2016	27598	Titus-Will	442.84
2/10/2016	27599	Total Battery & Automotive Supply	10.64
2/10/2016	27600	Tozier Brothers, Inc.	10.57
2/10/2016	27601	United Way of Mason County	43.00
2/10/2016	27602	Verizon Wireless	301.56
2/10/2016	27603	Voyager Fleet Systems, Inc.	3,231.46
2/10/2016	27604	Washington State Support Registry	206.30
2/10/2016	27605	Westcare Clinic, Inc.	255.00
2/10/2016	27606	Whisler Communications	1,746.31
2/10/2016	27607	Washington State Transit Association	150.00
2/10/2016	27608	Washington State Transit Insurance Pool	50.00
		Total 101000 - MC Treasurer Depository	1,112,613.28
Report Total			1,112,613.28

Mason County Public Transportation Benefit Area
Vendor Activity - Credit Card Charges
From 1/1/2016 Through 1/31/2016

GL Title	Transaction Description	Expenses
Employee Recognition	FredMeyer-gift cards	35.95
Employee Recognition	FredMeyer-gift cards	251.65
Employee Recognition	WalMart-certificates for All Staff Meeting	30.15
Contract Services	MicrosoftOnline-email	26.06
Contract Services	MicrosoftOnline-email	356.21
Contract Services	Smarsh-email archiving	368.00
Postage	SheltonMail & Ship-postage	4.34
Postage	SheltonMail & Ship-postage	36.00
CDL Testing/DMV Checks	DOL-Driver Abstract	13.00
Other Services	Aatrix-1099 filing	24.95
Facility Repair/Maintenance	Batteries Plus-alarm batteries	21.74
Office Supplies	Fred Meyer-All Staff Meeting Supplies	68.05
Cleaning/Sanitation Supplies	WalMart-cleaning supplies	164.70
Software	Microsoft Store-B Patterson Office 365 Home	97.73
IT Equipment	Amazon-B Patterson computer cable	24.98
IT Equipment	Amazon-T-CC Laptop Computer	421.84
IT Equipment	Apple Store-B Patterson computer adapter	53.66
IT Equipment	Apple Store-B Patterson purchase	10.95
IT Equipment	Apple Store-B Patterson purchase	1,429.00
IT Equipment	Apple Store-cable return	(31.76)
IT Equipment	Autozone-B Patterson iPhone charger	21.75
IT Equipment	WalMart-B Patterson purchase	46.59
Small Tools & Equipment	Amazon-Handy Safety Bars for Vol Drivers	219.90
Safety Supplies	Walmart-safety supplies	51.28
Dues, Memberships, Subscriptions	Bluehost-website host annual fee	89.88
Dues, Memberships, Subscriptions	Bonneville Environmental Foundation- Renewable Energy Certificate	1,040.00
Travel & Meeting Expense MTA	Happy Teriyaki-Board Orientation	141.18
Travel & Meeting Expense MTA	Happy Teriyaki-Operations Manager Meet N Greet	141.18
Training / Seminars	MyPlaceToLearn-GASB68 Training	60.00
Passenger Parking Facilities	AllStarStorage-bus storage	313.75
	Transaction Total	<u>\$ 5,532.71</u>

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Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 4 - *ACTION*
Subject: Reaffirming Robert W. Johnson as Attorney for Mason Transit Authority and Modification of Fee Arrangements
Prepared by: Danette Brannin, Finance Manager
Approved by: Danette Brannin, Finance Manager
Date: February 16, 2016

Summary for Discussion Purposes:

To formalize the continuing relationship between Mason Transit Authority and its legal counsel, Robert W. Johnson, to modify the legal fee arrangements and update the legal counsel retainer. The legal fees were discussed prior to approving the budget in November, 2015.

Fiscal Impact:

\$19,200 annually; included in adopted 2016 Annual Budget

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board of Directors approve Resolution No. 2016-07 reaffirming and modifying Robert W. Johnson's fee agreement.

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RESOLUTION NO. 2016-07

A RESOLUTION RESCINDING RESOLUTION NO. 2013-01; REAFFIRMING ROBERT W. JOHNSON AS ATTORNEY FOR MASON TRANSIT AUTHORITY AND MODIFICATION OF PRIOR FEE AGREEMENTS

WHEREAS, by Resolution No. 2013-01, the Mason County Transportation Authority, hereinafter "MTA", previously appointed attorney Robert W. Johnson, as MTA counsel, hereinafter "Attorney"; and

WHEREAS, it has been the past practice of the Attorney and MTA from time-to-time to review fee arrangements; and

WHEREAS, MTA deems it in the best interest of MTA to modify the prior fee arrangements in order to fairly compensate Mr. Johnson for his efforts on behalf of MTA.

NOW THEREFORE, BE IT RESOLVED BY THE MASON COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS Resolution No. 2013-01 is hereby rescinded; and

BE IT FURTHER RESOLVED that the retainer/fee arrangements will be as follows:

1. The monthly retainer shall be \$1,600.00;
2. Time spent in any month on issues involving litigations shall bill at the rate of \$225 per hour for time spent on behalf of MTA by Mr. Johnson and \$95 per hour for time spent on behalf of MTA by a paralegal;
3. The Attorney shall keep general records of time spent on litigation issues;
4. Travel expenses will be reimbursed in the same manner as MTA employees are reimbursed; and

BE IT FURTHER RESOLVED that the 2016 Annual Budget adopted by the MTA Board on November 17, 2015, provided for this increase in the Attorney's fees; and

BE IT FURTHER RESOLVED that the modifications contained herein become effective January 1, 2016.

Dated this 16th day of February 2016.

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting General Manager

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

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Board Meeting

Agenda Item: Consent Agenda - Item 5 - ***ACTION***
Subject: Appointing Public Records Officer and Acting Public Records Officer
Prepared by: Tracy Becht, Clerk of the Authority Board
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

Public records law requires that the appointed Public Records Officer be identified. To remain compliant with federal and state laws, Resolution No. 2016-01 amended POL-2000.15. To comply with Resolution No. 2016-01 and provide a continuity of coverage for responding to public records requests, Resolution No. 2016-08 sets forth the Public Records Officer and Acting Public Records Officer, in the event the Public Records Officer is out of the office for more than two consecutive business days.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2016-08 and appoint Tracy Becht as the Public Records Officer and Kathy Geist as Acting Public Records Officer for Mason Transit Authority.

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RESOLUTION NO. 2016-08

A RESOLUTION BY THE MASON TRANSIT AUTHORITY BOARD, APPOINTING A NEW PUBLIC RECORDS OFFICER AND ACTING PUBLIC RECORDS OFFICER.

WHEREAS, by adopting Resolution No. 2016-01, the Mason Transit Authority (MTA) amended the established and adopted POL-2000.15 Mason Transit Authority Public Records Requests Policy (the "Policy"); and

WHEREAS, in accordance with Resolution No. 2016-01, MTA desires to appoint Tracy Becht as its Public Records Officer and, in the event the Public Records Officer is out of the office for more than two consecutive business days, Kathy Geist would serve as Acting Public Records Officer, until the Public Records Officer returns.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE MASON TRANSIT AUTHORITY BOARD, that the board adopts the recommendation of the Acting General Manager as follows:

1. Tracy Becht is appointed to serve as the Public Records Officer effective immediately; and
2. Kathy Geist is appointed to serve as the Acting Public Records Officer in the event the Public Records Officer is out of the office for more than two consecutive business days.

Dated this 16th day of February, 2016.

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting General Manager

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

ATTEST: _____
Tracy Becht, Clerk of the Board

DATE: _____

Mason Transit Authority Regular Board Meeting

Agenda Item: Consent Agenda – Item 6 - ***ACTION***
Subject: Lewis, Mason, Thurston Area Agency on Aging Contract Amendment
Prepared by: Christina Kramer, Outreach Manager
Approved by: Danette Brannin, General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

The following is an amendment to the one-year contract between Lewis, Mason, Thurston Area Agency on Aging and MTA for transportation services that was approved on January 19, 2016. This amendment provides additional revenue in order to purchase use of ride scheduling software for our Volunteer Driver Program. There are no substantial changes to the originally approved contract.

Legal counsel has reviewed and approved the contract.

Fiscal Impact:

\$1,500.00 in revenue
- Contract Award Increased from \$29,100.00 revenue to \$30,600.00

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve the chair to execute the Lewis, Mason, Thurston Area Agency on Aging contract #14-1120-0041-06(4) amendment for ride scheduling software for the Volunteer Driver Program.

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CONTRACT AMENDMENT

Agreement#: 14-1120-0041-06(4)
Contractor: MTA
Service: Transportation
Effective Date: February 1, 2016

AMENDMENT PURPOSE:

- Add \$1,500 for the purchase of scheduling software.

Agreement #14-1120-0041-06 between the Lewis-Mason-Thurston Area Agency on Aging and the Mason Transit Authority is amended as follows:

SPECIAL TERMS AND CONDITIONS – EXHIBIT C

5. Consideration and Reimbursement.

DELETE: PART A, entire section, and,
ADD: A. Maximum Consideration

The maximum consideration for work performed under this Agreement shall not exceed **Thirty Thousand Six Hundred Dollars (\$30,600)** from the provisions of the Older Americans Act of 1965, as amended and/or Washington State Senior Citizens Services Act. Of this amount, Twenty-Nine Thousand One Hundred Dollars (\$29,100) shall be for the purpose of mileage reimbursement and One Thousand Five Hundred Dollars (\$1,500) shall be for the purchase of scheduling software.

This award is subject to the availability of federal, state and local funds. As such, the maximum consideration of this Agreement is subject to unilateral reduction by the COG should the anticipated level of federal, state or local funding not be made available.

DELETE: PART B, entire section, and,
ADD: B. Basis for Reimbursement

This is a Fee for Service and a Cost Reimbursement sub-recipient contract. Payment shall be made on the basis of **Fifty-Nine Cents (\$.582) per mile** delivered in accordance with the terms of this Agreement.

Expenses associated with the scheduling software shall be reimbursed on a **cost reimbursement** basis.

DELETE: PART C, entire section, and,
ADD: C. Match Requirements

The federal share of the total cost, including match, may not exceed eighty-five percent (85%) of the total cost of this Agreement. The required non-federal match is **Five Thousand Four Hundred Dollars (\$5,400)**. Local match may be met with cash and/or in-kind resources, identified in the budget and utilized in the performance of the service(s) described in this Agreement.

All other terms and conditions of the original Contract shall remain in effect.

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Mason Transit Authority Board Meeting

Agenda Item: Unfinished Business – Item 1 – ***ACTION***
Subject: Lease approval for T-CC space
Prepared by: Kathy Geist- T-CC Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

To approve a 5 year lease with Community Youth Services. This lease is for the incidental use of 1749 square feet of second floor program space (a portion of space G201) in the Transit–Community Center (T-CC). This incidental use is in keeping with the intended uses of the facility as a multimodal transportation hub combined with community uses and community support agencies. Community Youth Services is the largest child welfare agency serving southwest Washington. This lease is at the full market rate of \$1.25 per square foot for 5 years. Board approval is required for all leases with an annual income over \$20K. Federal Transit Administration has concurred with this lease as written.

Fiscal Impact:

Annual income \$26,235.00.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board authorize the Acting General Manager to approve a five year lease with CYS.

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AFTER RECORDING RETURN TO:

Mason Transit Authority

790 E Johns Prairie Rd

Shelton, WA 98584

Transit-Community Center Lease Agreement

THIS LEASE is made this 4th, day of February 2016, by and between Mason Transit Authority, a Washington municipal corporation, whose principal place of business is located at 790 E. Johns Prairie Road, Shelton, WA 98584, hereinafter referred to as "Landlord" or "MTA", and the Tenant described below, hereinafter referred to as "Tenant", on the following terms and conditions:

I. LEASE SUMMARY

- 1.1 TENANT: Community Youth Services

- 1.2 PREMISES: A portion of space G-2016 on the second floor of Mason Transit Authority's Transit Community Center consisting of approximately 1749 square feet, located at 601 West Franklin St. Shelton, Mason County, Washington.

- 1.3 TERM: ("Lease Commencement Date") March 1, 2016 through, February 29, 2021 ("Lease Termination Date").

- 1.4 RENT: **\$2,186.25 per month commencing May 1, 2016. In consideration of leasehold improvements to be made by Lessee with a residual value in excess of \$4,500.00 to Landlord, the first two month's rent is waived. (Non-profit tenants are exempt from Leasehold Excise Tax)**

- 1.5 DEPOSIT: \$500 refundable security deposit, \$200 refundable cleaning and damage deposit.

- 1.6 USE: Office and program space for Community Youth Services programs.

II. LEASE

- 2.1 **Premises:** The Landlord, for and in consideration of the rents paid out and to be paid and the covenants and provisions herein contained, does hereby lease and let to the Lessee and the Lessee does hereby lease and rent from the Lessor the Premises described in Section 1.2.
- 2.2 **Tenant's Work:** On the Lease commencement date, Tenant shall promptly take possession of the Premises, and Tenant shall at its sole cost and expense, immediately commence construction of Tenant improvements and the installation of Tenant's equipment and fixtures in the leased premises. The construction of Tenant's improvements and the installation of Tenant's trade fixtures and equipment on the Premises shall be subject to Landlord's prior written approval of final plans and specifications not reasonably withheld. Tenant's Work shall include a minimum \$4,500.00 in upgrades to utilities serving the Premises and title to such improvements shall vest in Landlord immediately upon completion. Tenant shall provide written documentation to Landlord establishing this utility work. All Tenant's Work, including fixture work, shall be performed at Tenant's sole cost and expense in a first class, workmanlike manner, and in accordance with all applicable codes and regulations. Tenant shall protect and indemnify Landlord from any claim or lien arising out of Tenant's failure to pay laborers and materialmen for such construction work.
- 2.3 **Acceptance of Premises:** Tenant agrees to accept physical possession of the Premises subject to all matters of record, and to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to such matters of record, or as to such laws, ordinances, zoning, regulations, or as to the condition of the Premises or the suitability of the Premises for the conduct of Tenant's business.
- 2.4 **Quiet Enjoyment:** Landlord warrants that he has full right and authority to enter into this Lease and so long as Tenant is not in default of any provision hereof, Tenant shall have quiet enjoyment of the Premises during the term of this Lease; provided, however, that Lessee's uses of property shall not interfere or hamper the operation and use of the property for transit purposes. The use shall not compromise the safe conduct of the intended transit purpose and activity of the public transit activities.
- 2.5 **Continuing Control:** The Lessee shall not in any way interfere with MTA's mission and shall not interfere with the easy and efficient use of transit by its users and may not impact

MTA's continuing control over the use of the property or adjacent property or MTA's continued ability to carry out transportation services or any other MTA projects or programs.

- 2.6 **Term:** The term of this Lease shall commence upon Tenant's receipt of a fully executed Lease, the first month's rent, security deposit, cleaning deposit and proof of all applicable insurance and shall continue thereafter for term set forth in paragraph 1.3, unless sooner terminated as hereinafter provided.
- 2.7 **Rent:** Tenant agrees to pay as rent for the use and occupancy of the Premises during the term of this Lease, without deduction or offset, the rent specified in Paragraph 1.4 above, payable to Landlord in advance on or before the first day of each and every month and payable at such place as Landlord may designate. If the Tenant does not pay the rent by the 10th of the month, then in addition to the overdue rent, Tenant shall pay **\$25.00** per day each day the rent is overdue until such time all rents and late fees are collected. The imposition of such late fee does not prevent Landlord from exercising any other rights and remedies under this Lease.
- 2.8 **Security Deposit:** On execution of this lease, Tenant shall deposit with Landlord the sums set forth in Paragraph 1.5 above as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant be in default, Landlord may (but shall not be so required) use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord, as additional rent, a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Paragraph, so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant be not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord may, at its election, maintain the security deposit separate and apart from Landlord's general funds, or may commingle the security deposit with Landlord's general and other funds. Landlord shall not pay Tenant interest on the security deposit.
- 2.9 **Delayed Possession:** If Landlord is unable for any reason to deliver possession of the Premises or any portion thereof at the time of the Lease Commencement Date, Landlord shall not be liable for any damage caused thereby to Tenant, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any rent until such time as Landlord can deliver possession; provided that if Tenant shall take possession of any portion of the Premises in

the interim, it shall pay the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Tenant; and provided further, that if Landlord is unable to deliver possession of the Premises at the Lease Commencement Date, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless Landlord shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Tenant shall, with Landlord's written consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Tenant shall not be obligated to pay any rental for the period prior to the Lease Commencement Date unless otherwise mutually agreed.

- 2.10 **Use of Premises:** Tenant shall use the Premises only for those purposes stated in paragraph 1.6 above and shall not use them for any other purpose without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. The Premises shall be used only for lawful purposes; and only in accordance with all applicable building, fire and zoning codes. Tenant shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease. Tenant agrees that it will not disturb MTA's use of Transit-Community Center or any other tenant thereof by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors thereof, without the approval of Landlord. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises and correct any unsightly condition caused by such removal. At no time shall the Tenant have the right to remove or otherwise disturb personal property or materials belonging to Landlord and may only be used with consent and appropriate compensation.
- 2.11 **Reservation of Rights:** Landlord reserves to itself from the Premises rights of way upon, over, across, onto or beneath the above-described lands for access ways, driveways, and other roads, pole and wire lines, gas, water and sewage pipes and mains, conduits, and other utilities, and industrial or business area facilities of all kinds now existing or to be constructed and maintained by it, either in addition to or in the substitution for those now existing from any point or points and in any direction and also reasonable rights of entry upon the Premises for the construction, repair, inspection and maintenance of them in efficient use and condition, providing such action by Landlord shall not materially interfere with or interrupt Tenant's operation and shall be at the expense of Landlord.

- 2.12 **Utilities and Services:** Tenant shall be solely responsible for and promptly pay when due all charges telephone, electricity or any other utility excepting water, sewer and garbage used or consumed on the Premises during the term of this Lease. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises, unless proximately caused by the negligence or intentional act of Landlord. Tenant shall, at its own expense, be solely responsible for prompt removal and disposal of refuse and rubbish from the Premises to the designated containers provided at the rear of the building. Tenants are required to take steps to recycle whenever possible.

In the event that the utility usage by Tenant is not separately metered, Tenant agrees to pay the Landlord, as additional rent, its equitable share of the charges for each utility on such common meter; provided, however, that Landlord shall have the option, to be exercised within its sole discretion, of allocating utility charges with reference to criteria other than comparative net leasable floor area (including, without limitations, the particular uses and hours of usage by tenants) and Tenant agrees to pay, within ten (10) days after receipt of a statement from Landlord, the amount of such allocation to Landlord as additional rent. If Tenant disputes the reasonableness of such allocation, Tenant shall have, as its sole and bargained for remedy, the option to cause, at its sole cost and expense, the installation of separate meters or sub meters (and incidental auxiliary lines) for the Premises. Any dispute or controversy arising out of the allocation by Landlord of utility charges shall be submitted to binding arbitration under Paragraph 2.32.

- 2.13 **Taxes:** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises.
- 2.14 **Indemnification:** Landlord, its governing board, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, suppliers, customers, licensees, or invitees of Tenant) as a result of any condition (including existing or future defects in the Premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto; provided, however, that the foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense to the extent resulting from the negligence or wrongful conduct of Landlord or its employees, agents, contractors, subcontractors, suppliers, or officers. Tenant hereby covenants and agrees to indemnify, defend (with

attorneys reasonably satisfactory to Landlord), protect and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any negligent or other wrongful act or omission of Tenant or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. If a court of competent jurisdiction determines that any activity covered by the indemnities under this section of this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or willful act or omission of Tenant and Landlord, its officers, officials, employees, agents, contractors, or volunteers, the Tenant's and Landlord's liability hereunder shall be only to the extent of each such party's negligence or willful act or omission. It is further specifically and expressly agreed that Tenant hereby waives any immunity it may have under industrial insurance, RCW Title 51, solely for the purposes of this indemnification and only to the extent necessary to render the parties' indemnity obligations enforceable. This waiver was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Lease.

2.15 **Insurance:** Tenant covenants and agrees that it will carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of insurance, in the amounts and in the form hereinafter specified:

2.15.01 **Public Liability and Property Insurance.** Tenant shall obtain and keep in force during the term of this Lease a policy or comprehensive liability insurance, insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises, and all areas appurtenant thereto. Such insurance shall at all times be in an amount of not less than One Million Dollars (\$1,000,000) combined single limits liability for bodily injury and property damage. The minimum policy limit specified above shall not, however, limit the liability of Tenant hereunder. The insurance required hereunder shall insure performance by Tenant of the provisions of Paragraph 2.14.

2.15.02 **Plate Glass.** Tenant shall be responsible for the maintenance and replacement whenever necessary, of all plate and other glass on the Premises. Tenant has the option but not the requirement to insure against this risk.

- 2.15.03 **Fixtures.** Tenant shall maintain in full force and effect on all of its leasehold improvements, trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises Fire and extended coverage insurance in the amount of the full replacement value thereof. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Paragraph 2.25.
- 2.15.04 **Policy Form.** The policies of insurance required under this Section shall be issued by good, responsible companies, qualified to do business in the State of Washington, with a general policy holders' rating of at least A and a financial rating of at least AAA as rated in the most currently available "Best's Insurance Report". All policies shall be issued in the names of Tenant and Landlord and for the mutual and joint benefit and protection of the parties, and shall also name, as additional insured, such affiliated entities of Landlord as Landlord may reasonably request. Executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord within ten (10) days after the commencement of this Lease and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damages policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies and not contributing with or being in excess of the coverage which Landlord may carry.
- 2.15.05 **Landlord Insurance.** Landlord shall maintain on the building and other improvements in which the Premises are located, a policy of standard fire and extended coverage insurance, including 100% rental income loss insurance, with vandalism and malicious mischief endorsements, to the extent of at least ninety per cent (90%) of the replacement value. The proceeds of such policy shall be payable to Landlord.
- 2.15.06 **Failure to Procure Insurance.** If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Article, Landlord may, but shall not be so required, secure and maintain such insurance

policies and Tenant shall pay the cost thereof to Landlord, as additional rent, upon demand.

- 2.16 **Waiver of Subrogation:** Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of Landlord or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.
- 2.17 **Landlord Maintenance and Repair:** Subject to the provisions of Section 2.18, Landlord shall repair and maintain the plumbing, electrical, capital repairs and replacements to the HVAC system, roof and the exterior walls, and the other structural parts of the building in which the Premises are located, which structural parts shall include only the foundations, bearing walls (excluding glass and doors) and subflooring; provided, however, that Landlord shall not be required to make repairs necessitated by reason of neglect or failure of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Leases required on the part of Tenant to be performed or observed, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein required unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has unreasonably failed to commence said repairs within a reasonable period of time after receipt thereof. Notwithstanding anything herein to the contrary, Landlord's obligations with respect to partial or total destruction of the Premises, whether such be caused by insured casualty or otherwise, shall be governed solely (except as explicitly otherwise provided) by Paragraph 2.24.
- 2.18 **Tenant Maintenance and Repairs:** Tenant shall, at Tenant's sole expense, maintain the Premises including without limitation normal repairs and maintenance to all heating, ventilation, and air conditioning (HVAC) equipment at the Premises, to keep such systems in good condition and promptly make all repairs and replacements necessary to keep the Premises in safe operating condition, including all systems serving the Premises, but excluding the electrical, plumbing, roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the HVAC system. Tenant shall not damage any Landlord's Repair Items and shall promptly repair any damage or injury done thereto caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests or other licensees or invitees. Notwithstanding anything in this

Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth herein shall be due and payable as Additional Rent to Landlord together with Tenant's next installment of Rent.

- 2.19 **Keys:** Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.
- 2.20 **Alterations and Improvements:** No improvement shall be constructed or maintained on the Premises until Landlord has first approved the design, density, size, appearance and location thereof. Before commencing any work of improvement or applying for any governmental permit or approval, Tenant shall first deliver to Landlord for approval two (2) sets of schematic plans and preliminary specifications, exterior elevations, floor plans, in reasonable detail exterior lighting, signs. Nothing in this paragraph shall imply a submission standard higher than that required for a building permit. Landlord shall then have twenty (20) days during which to accept and approve or reject such preliminary plans and specifications. Once the preliminary plans and specifications have been approved, but prior to commencing any such work, Tenant shall submit to Landlord for approval of final plans and specifications for any proposed improvements in the same manner as provided above. Landlord may disapprove any plans which are not in harmony or conformity with other existing or proposed improvements on or in the vicinity of the premises, Notwithstanding the foregoing, After commencement of construction, Tenant shall diligently complete the tenant improvements so that the improvements will not remain in a partly finished condition any longer than is reasonably necessary. Upon installation, Tenant shall furnish Landlord with a copy of the "as-built" drawings including utility installations and site plans detailing the nature of the additions, alterations or improvements. Landlord reserves the rights to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions or improvements at the end of the Lease term as provided in paragraph
- 2.21 **Signage:** Tenant shall have no right to install Tenant identification signs in any location in or about the premises that are visible from the exterior of the building, without first obtaining written approval of Landlord. The location, size, design, color and other physical

aspects of permitted signs shall be subject to (i) Landlord's written approval prior to installation; (ii) any covenants, conditions or restriction encumbering the Premises and (iii) any applicable municipal permits and approvals.

- 2.22 **Disposition of Improvements:** Except for utility improvements described in Tenant's Work which are owned by Landlord and Except as otherwise agreed to in writing by Landlord, in its sole discretion, within sixty (60) days after the expiration or earlier termination of this Lease (including any and all extensions or renewals thereof), the Tenant shall at Tenant's expense, remove, demolish or clear off from the premises all improvements and all property owned by Tenant. **If Landlord, in its sole discretion, elects to have all or any portion of the improvements remain on the premises, then ownership to the same shall automatically pass to Landlord, free of any right, title, or interest of Tenant therein without the necessity of executing any further instrument and without any allowance, compensation, or payment by Landlord.**
- 2.23 **Inspection:** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term; and, (b) for posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.
- 2.24 **Liens:** Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

- 2.25 **Restoration:** If the leased premises shall be totally destroyed by fire or the elements, or if said premises be partial destroyed or rendered useless or un-tenantable by fire or the elements so that the same cannot be repaired or restored within 120 days from the happening of such injury, then either the Landlord or Tenant may terminate this Lease by notice in writing to the other within thirty (30) days after such destruction or partial destruction. If the Landlord or Tenant cannot agree as to whether the premises have been affected as herein stated, the fact shall be determined by arbitration pursuant to paragraph 2.33. If it is determined by arbitration or agreement of Landlord or Tenant that the premises have not been totally destroyed, or that the partial destruction or uselessness of the premises is such so that the same can be repaired or restored within 120 days from the happening of such destruction, then the Landlord shall restore said improvements at its expense and with all reasonable speed and promptness, and in such case a just and proportional part of the rental shall be abated until the premises have been restored. Tenant shall have no claim for compensation by reason of inconvenience, annoyance or loss arising from Landlord's repair or reconstruction of the building at any time.
- 2.26 **Defaults:** In the event of the failure of Tenant to pay the rental, interest or other charges provided in this Lease at the time and in the manner herein specified, or to keep any of Tenant's covenants or agreements herein, Landlord may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that Tenant shall be given three (3) days' notice in writing if the default is for the nonpayment of rent or other monetary default, or twenty (20) days' notice in writing for any other default, stating the nature of the default in order to permit such default to be remedied by Tenant within the applicable time period. If Landlord issues a notice of default for the nonpayment of rent, in order to cure such default, Tenant must pay the overdue rent, together with interest as set forth in Paragraph 2.7 above, plus a Fifty Dollar (\$50.00) lease reinstatement fee. If during any consecutive twelve-month period, Landlord has issued three notices of default, Landlord shall not be required to accept the cure of any subsequent default by Tenant and may terminate this Lease or exercise any other rights or remedies available to it immediately by written notice to Tenant without the expiration of any otherwise applicable cure period. If upon such reentry there remains any personal property of Tenant or of any other person upon the Premises, Landlord may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse Landlord for any expense incurred by Landlord in connection with such removal and storage. Landlord shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to

the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to Landlord, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease. At Landlord's option, Tenant shall pay such deficiency each month as the amount thereof is ascertained by Landlord, or Landlord may accelerate all future payments and Tenant shall pay the present value of all future payments at once. Payment by Tenant to Landlord of interest on rents and/or any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with rents and/or other charges. All remedies of Landlord hereunder are cumulative and not alternative.

- 2.27 **Holding Over:** If Tenant shall, without the consent of Landlord, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to Landlord the rate of two (2) times the then-current rental under the terms of the Lease, unless a different rate shall be agreed upon, and the Tenant shall be bound by all of the additional provisions of this Lease.
- 2.28 **Assignment or Sublease:** Except as provided below, Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of Landlord, which may be withheld in Landlord's sole discretion. Notwithstanding any assignment or sublease, Tenant shall remain liable under the terms of this Lease, and this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without Landlord's consent pursuant to this paragraph. Tenant shall pay all reasonable costs and attorney fees incurred by Landlord with respect to any request by Tenant for assignment, sublease, or other encumbrance or transfer of this Lease or the premises or any interest therein.
- 2.29 **Compliance with Landlord Rules and Applicable Laws:** Tenant agrees to comply with all applicable rules and regulations of Landlord pertaining to the building or other realty of which the premises are a part or to Tenant's use or occupancy thereof, now in existence or hereafter promulgated for the general health, welfare, safety and convenience of Landlord, its various tenants, invitees, licensees and the general public, including without limitation, Tenant further agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, permits, orders, and decrees, including, without limitation, those relating to environmental matters, and Americans with Disabilities Act, as currently in

effect or as may be hereafter amended or issued. Tenant shall defend, indemnify, and hold harmless Landlord from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by Landlord by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Tenant of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this section. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including engineering, consultant, and attorney's fees. Any fees for any federal, state or local inspections and/or certificates required for use and occupancy of the Premises shall be paid by Tenant.

- 2.30 **Hazardous Substances:** Tenant shall not use, transport, generate, sell or dispose of any substance designated as or containing components designated as hazardous, dangerous, toxic or harmful by any federal, state or local law, regulation or ordinance (collectively "Hazardous Substances") in or about the Premises in regulated quantities or in violation of applicable law without Landlord's prior written consent. Tenant shall be fully liable to Landlord for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) or costs imposed by any governmental authority with respect to Tenant's use, transportation, generation, sale or disposal of any hazardous Substances in or about the Premises. Tenant expressly agrees to defend, indemnify and hold Landlord harmless from, and assume legal liability for, any and all loss, damage, liability, penalties and costs imposed upon or incurred by Landlord, as a result of Tenant's use, transportation, generation, sale or disposal of any Hazardous Substances.
- 2.31 **Insolvency:** In the event the Tenant shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. Section 101 et. seq., ("Bankruptcy Code"), be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it for all or a substantial part of its assets or properties, or take any action looking to its dissolution or liquidation, Tenant shall be deemed in default under this Lease.

This is a lease of nonresidential real property in a commercial center within the meaning of the Bankruptcy Code. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have

assumed all of the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. Any or all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be the exclusive property of Landlord and shall not constitute property of Tenant or the estate of Tenant within the meaning of the Bankruptcy Code. Any monies so paid that are not paid or delivered to Landlord shall be deemed held in trust for the benefit of the Landlord and promptly paid or delivered to the Landlord.

- 2.32 **Attorney Fees, Venue and Costs:** Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, whether for enforcement in court or for decision under arbitration, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court or arbitration, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides. Venue for any dispute shall be exclusively in Mason County Superior Court.
- 2.33 **Dispute Resolution:** Any controversy or claim arising out of or relating to this Lease, or its breach, shall be settled by binding arbitration in accordance with rules of Chapter 7.04A RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have injunctive powers and that the arbitrator's decision shall be final. The Parties hereby waive the right to request trial de novo.
- 2.34 **Invalidity of Particular Provision:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
- 2.35 **Notices:** All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by certified mail, return receipt requested, to the following addresses:

Mason Transit Authority
Attention: Accounting Department
780 E Johns Prairie Road
Shelton WA 98584

To the Tenant:
Community Youth Services
601 West Franklin Street
Shelton Wa.98584

Notices given by personal delivery shall be deemed given upon receipt. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal this

_____ day of _____, 2016.

LESSOR: MTA

LESSEE: Community Youth Services

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WASHINGTON
COUNTY OF MASON

Before me, a Notary Public in and for the State and County, personally came to me well known and known to be the person named in the foregoing lease, and acknowledged that _____ executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the _____ day of _____, 2016.

Notary Public
State of Washington
My Commission Expires:

STATE OF WASHINGTON
COUNTY OF MASON

Before me, a Notary Public in and for the State and County, personally came to me well known and known to be the person named in the foregoing lease, and acknowledged that _____executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the_____ day of _____, 2016.

Notary Public
State of Washington
My Commission Expires:

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 1 – ***ACTION***
Subject: IT Services Contract with Hood Canal Communications
Prepared by: Danette Brannin, Acting General Manager and Finance Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

Since August 2015, Mason Transit has been outsourcing its IT needs on a trial basis. After evaluating the quality of work, responsiveness of Hood Canal Communications (“HCC”) and the benefits of outsourcing, it has been determined that it is in MTA’s best interest to continue the relationship with HCC versus having an IT Tech on staff. The attached contract has been reviewed by outside counsel, due to MTA’s legal counsel also representing HCC.

Fiscal Impact:

Estimated 2016 savings is \$22,000.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approved Resolution No. 2016-09 authorizing the Acting General Manager to sign the contract with Hood Canal Communications.

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FACILITY SERVICE AGREEMENT

THIS TECHNICAL SUPPORT SERVICE AGREEMENT ("Agreement") is made and entered into the _____, by and between **HOOD CANAL TELEPHONE CO., INC, dba HOOD CANAL COMMUNICATIONS**, a Washington corporation, hereinafter referred to as "HCC", and **MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA dba MASON TRANSIT AUTHORITY**, hereinafter referred to as "MTA." HCC and MTA may be referred to herein individually as a "Party" or collectively as "Parties."

WHEREAS, HCC provides desktop, server, network, and various other telecommunications technical support.

WHEREAS, MTA desires to obtain the services described herein from HCC under the terms and conditions as specified herein,

NOW, THEREFORE, in consideration of the mutual covenants and benefits as set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. Description of Service

HCC will provide phone, on-site, and remote technical support services up to 12 hours per week during HCC's normal support business hours of 8:30 am to 4:00 pm Monday through Friday excluding major holidays. This includes up to three on-site visits per week. The Technical Support set forth above shall be known as the "Service."

2. Rate

2.1 Charges. Monthly Recurring Charges for the Service shall be as follows:

2016: \$4,940 per month
2017: \$5,237 per month
2018: \$5,551 per month

Total charge for the three (3) year term of this contract: \$188,736 plus any additional hours or on-site visits as described below.

Additional hours, during HCC's normal hours described above, over 12 hours per week will be billed at HCC's per hour labor rate at the time of service, minus \$10 per hour discount. Additional on-site visits (trip fees) over and above three visits per week will be billed at ½ hour labor each visit.

After normal business hours the rate is 1 ½ (one and one-half) times the hourly rate at the time of service, less \$10 per hour discount. After-hours support will be for critical/emergency services only and billed at \$295 per call, which includes up to two hours of technician's time. Any time over the two hours will be billed at time and a half as described in this paragraph.

Labor rates and trip fees are subject to change, however, this agreement takes anticipated increases into consideration and the monthly recurring charges above have~~has~~ been adjusted accordingly.

Applicable fees and taxes will apply to services rendered.

2.2 Invoices HCC will issue invoices monthly, in advance. HCC will issue an initial invoice upon the Effective Date detailed in this Agreement and will issue additional invoices within five (5) days of the first of each month thereafter. MTA covenants and agrees to pay undisputed invoices within thirty (30) days following date of receipt by MTA ("Due Date"); provided, however, receipt shall be deemed to occur three (3) days after the invoice is deposited in the mail, postage prepaid, by HCC or upon the day of sending if sent electronically. To dispute an invoice, MTA must notify HCC prior to the Due Date and must follow the Dispute Resolution procedure in Section 5. All undisputed portions of a disputed invoice must be paid by the Due Date.

2.3 Other Charges. Invoices will contain an itemized description of expenses, charges, costs, and all state, federal, sales, or other applicable taxes, surcharges, or other fees, including, but not limited to, applicable USF surcharges, and franchise fees. MTA agrees to pay all such charges.

3. Default. A default is an uncured material breach of an obligation under this Agreement. Subject to the dispute resolution provisions of Section 5 and the opportunity to cure under Section 11, in the event of a default by either Party in performance of any obligation under this Agreement, the non-defaulting Party shall have such rights and remedies, including specific performance, as are available at law, in equity, or under this Agreement, and the following provisions of this section shall not be deemed a limitation or an exclusion of such rights and remedies except as may be expressly provided. Without limitation of the rights described in the previous sentence, one Party may cancel this Agreement by written notice to the other Party, (a) if the Party to whom notice is given shall become insolvent or make a general assignment for the benefit of creditors, except as provided in Article 13, Assignment; or (b) if any action for relief under bankruptcy or insolvency laws or laws relating to the relief of debtors is taken by or against the Party to whom notice is given.
4. Dispute Resolution. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and the response will include (a) a statement of the Party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing Party's notice, the executives of both Parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the dispute is not resolved within sixty (60) days of the first meeting of the executives, each Party may exercise whatever rights it deems available to it. The Parties agree that this dispute resolution process may not be used to delay termination under Section 11.

5. Time of Essence. Time is of the essence in the performance of each of the Party's obligations under this Agreement.
6. Emergency Service Obligation. In the event of an "Emergency," which is defined as a sudden, unexplained loss of services, or any situation that threatens loss of life or damage to property, HCC will make commercially reasonable efforts to have service restored in an expeditious manner after HCC notes or is notified by MTA of the Emergency.

In the event of an Emergency, the personnel listed as "Emergency Contacts" are to be contacted immediately upon notice, as referenced in Attachment A. For routine and maintenance purposes, the personnel listed as "Routine and Maintenance Contacts," are to be contacted during working hours, as referenced in Attachment A. The work numbers generally are in use Monday-Friday, 8 am – 5 pm. The after-hours and home numbers are in use 5 pm to 8 am, weekends and holidays. The Parties shall update the contacts in writing as provided in Section 12 whenever changes are made regarding contact personnel.

7. Limitation of Liability/Indemnification/Risk of Loss.

7.1 Risk of Loss. MTA agrees that, except for loss or damage caused by or due to HCC, MTA is assuming all risk of loss to its equipment, software and computer programs through use of the Services provided by HCC under this Agreement.

7.2 Sole Warranty. HCC warrants that it shall use the same efforts to restore any loss of the Services for MTA that it would use to restore its own facilities and services.

7.3 Limitation on Damages. Except with respect to (i) each Party's third-party indemnification obligations under Section 8.4, (ii) each Party's confidentiality obligations under Section 18, and (iii) claims arising due to a Party's intentional misconduct: (a) neither Party shall be liable to the other Party under this Agreement for any special, incidental, reliance, indirect, consequential, or punitive damages under any theory whatsoever; and (b) to the maximum extent permitted by law, each Party's aggregate liability to the other Party on any and all claims or causes of action whatsoever arising from or related to this Agreement shall be limited to the amount of fees actually paid to HCC by MTA under this Agreement.

7.4 Third Party Indemnification.

(a) By HCC. HCC shall indemnify, defend and hold MTA and its members, managers, officers, agents and employees (collectively, the "**MTA Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the MTA Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) HCC's negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) HCC's noncompliance with or default under this Agreement; and/or (iii) HCC's failure to comply with applicable law in connection with its performance under this Agreement.

(b) By MTA. MTA shall indemnify, defend and hold HCC and its members, managers, officers, agents and employees (collectively, the "**HCC Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the HCC Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) MTA's negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) MTA's noncompliance with or default under this Agreement; and/or

(iii) MTA's failure to comply with applicable law in connection with its performance under this Agreement.

8. Disclaimer of Warranties. HCC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE. THE PRICES SET FORTH IN THIS AGREEMENT ARE EXPRESSLY SET IN RELIANCE UPON THIS DISCLAIMER OF WARRANTIES AND THE INDEMNIFICATION AND LIMITATION PROVISIONS SET FORTH ABOVE.
9. Force Majeure. Neither Party is liable for any delay, error, computer failure, failure to perform, damages, destruction, malfunction of the equipment, or any consequence thereof, caused, occasioned, or due to fire, flood, water, the elements, labor disputes, or shortages, utility curtailments, power failures, explosions, civil disturbances, acts of third parties, computer failure, government and regulatory requirements, act of God or public enemy, shortages of equipment or supplies, unavailability of transportation, or acts or omissions due to causes beyond their control.
10. Mutual Service Obligations. Each Party agrees to exercise reasonable and prudent care with respect to the other's property. Each Party shall cooperate with each other and provide reasonable notice for scheduling of activities, which require the participation or knowledge of the other Party. HCC agrees that its employees and agents shall follow MTA policies when on MTA's property, so long as such policies are provided to HCC in writing, in advance.
11. Termination.
 - 11.1 Termination by MTA. This Agreement may be terminated by MTA for HCC's material breach of any term or condition hereof, provided, that MTA has provided written notice to HCC of the breach and (a) HCC fails to cure said breach within thirty (30) days of receipt of said written notice, or (b) if such breach is not capable of being cured within said thirty (30) day period, HCC is not making a reasonable, continuing effort to cure the breach.
 - 11.2 Termination by HCC. This Agreement may be terminated by HCC for MTA's material breach of any term or condition hereof under the following circumstances: (i) HCC delivers written notice to MTA describing the breach with reasonable particularity; (ii) with respect to MTA's failure to pay an undisputed invoice when due, MTA fails to cure said breach within five (5) days after receiving HCC's notice; or (iii) with respect to any other type of material breach, MTA fails to cure said breach within thirty (30) days of receipt of said written notice, provided that, if the breach is not reasonably capable of being cured within said thirty (30) day period, MTA shall not be in default and HCC may not terminate this Agreement so long as MTA commences cure within the thirty (30) day time period and thereafter diligently pursues cure to completion.
 - 11.3 Termination by HCC for Third Party Reasons. MTA understands and agrees that the Services provided to it under this Agreement by HCC are services which HCC provisions using not just its own services but the services of others. If one or more of those third parties, for whatever reason, no longer allows HCC to use the third party's services, changes the nature or ability of use of the services such that the Services cannot be provided at the level expected by MTA and HCC, or no longer provides those services, HCC, in its sole discretion, may determine that this Agreement should be terminated. If HCC decides to terminate this Agreement, HCC shall provide thirty (30) days

prior written notice of termination to HCC and upon such termination HCC shall have no further obligation of any nature to MTA related to this Agreement or the Services.

11.4 Termination by either Party.

Either Party, in its sole discretion, may determine that this Agreement should be terminated. If the Party decides to terminate this Agreement, The Party shall provide thirty (30) days prior written notice of termination of this agreement. After the (30) day notice this agreement shall be terminated with no further obligation by either party.

12. Notices. All notices required to be given under this Agreement, and all other communications related to this Agreement, shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when deposited for overnight mail, or (c) when received if deposited in first class U.S. Mail, charges prepaid, return receipt requested.

Notices shall be addressed as follows:

a. To HCC :

Hood Canal Telephone Company
dba Hood Canal Communications
Richard Buechel, President
East 300 Dalby Road, PO Box 249
Union, WA 98592

b. To MTA:

ATTN: Finance Manager
Mason Transit Authority
790 East Johns Prairie Road
Shelton, WA 98584

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Either Party may change such address or change said designation or title of the individuals by written notice issued and delivered as above.

13. Assignment of this Agreement. No Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's prior consent: (i) as security for financing or in connection with the enforcement of any security so granted in connection with such financing; (ii) to a parent, affiliate or subsidiary; or (iii) to a successor in interest to its business by merger, sale of assets, operation of law, purchase, consolidation or reorganization. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and permitted successors and assigns.
14. Modifications or Amendments. No modifications or amendments to this Agreement shall be effective unless in writing and signed by both Parties.

15. Governing Law. All questions relative to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Washington, without reference to its choice of law provisions.
16. Severance. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, and such other provisions shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.
17. Entire Agreement. This Agreement is the entire, final, and complete agreement of the Parties pertaining to the Parties' relationship with regard to this matter and supersedes and replaces all written and oral agreements heretofore made or existing by and between the Parties or their representatives insofar as this matter is concerned. Venue shall be in Mason County, WA.
18. Confidential Information and Property/Washington Public Records Act.
 - a) Confidential Information and Property ("Confidential Information") shall mean any and all business, technical, or third-party information (including, but not limited to, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs, or documentation) marked as confidential or proprietary and provided, disclosed, or made accessible under this Agreement. Each Party agrees to use the Confidential Information of the other Party only for the purposes of performing its rights and obligations under this Agreement. The Parties shall restrict access to the Confidential Information to employees or agents who have a "need to know". Each Party, and its employees or agents, shall not disclose the Confidential Information of the other Party to any third party (except for such Party's consultants or contractors who have a need to know such Confidential Information and provided that such consultants or contractors have executed a confidentiality agreement promising to protect the Confidential Information) and shall treat the other Party's Confidential Information with at least the same degree of care as it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving Party without obligation of confidentiality, is independently developed by the receiving Party or is obtained by the receiving Party from a third party that does not have an obligation to keep the information confidential. Each Party shall return to the other Party all Confidential Information of the other Party obtained during the course of this Agreement or related to this Agreement upon termination of this Agreement for any reason.
 - b) MTA is a Washington municipal corporation, a government entity that is subject to the requirements of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("the Act"). MTA agrees that upon receiving any request pursuant to the Act for public access to or disclosure of information associated with this contract or any other confidential information as defined by this agreement of HCC in MTA's possession or control, MTA will notify HCC of such request and provide at least five (5) days' written notice of such request prior to public disclosure of the documents. HCC may take such efforts to assert or exercise any rights available to HCC under the Act to prevent or limit such public disclosure or access at HCC's sole and exclusive expense.
 - c) HCC shall indemnify, defend, and hold harmless MTA, its commissioners, officers, employees, advisors, and agents to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, assessments, penalties, judgments, awards, and other liabilities and will fully reimburse MTA for any and all fees, costs, expenses and disbursements as and when incurred, of investigating, preparing, or defending any claim, action, suit, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration, and whether or not MTA is a party (including any and all legal and other MTA expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), arising out of or in

connection with the withholding of records associated with this agreement under the Act.

19. Attorney Fees. In the event of litigation to enforce this Agreement or any provision thereof, the substantially prevailing party, in addition to other relief awarded, shall be entitled to recover their reasonable attorney fees, including fees and costs on appeal, if any.
20. Counterparts. This Agreement may be executed in counterparts which taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as subscribed, the day and year first above written.

**HOOD CANAL TELEPHONE CO., INC.
dba HOOD CANAL COMMUNICATIONS**

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Date: _____

By: _____

Print
Name: _____

Michael J Obliazlo

Title: _____

General Manager

**MASON COUNTY PUBLIC TRANSPORTATON BENEFIT AREA
dba MASON TRANSIT AUTHORITY**

Date: _____

By: _____

Print
Name: _____

Danette Brannin

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Title: _____

Acting General Manager

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RESOLUTION NO. 2016-09

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE ACTING GENERAL MANAGER TO SIGN AND EXECUTE THE CONTRACT BETWEEN HOOD CANAL COMMUNICATIONS AND MASON TRANSIT AUTHORITY FOR THE PURPOSE OF PROVIDING IT AND RELATED SERVICES.

WHEREAS, Mason Transit Authority (“MTA”) has been utilizing IT support provided by Hood Canal Communications (“HCC”) on a trial basis to evaluate whether outsourcing such support would be of value on a long-term basis to MTA; and

WHEREAS, MTA has evaluated the level of service, responsiveness and cost associated therewith and found that the high quality of service received has been at a lesser cost for MTA than in previous years;

WHEREAS, MTA desires to enter into a three-year contract with HCC to continue receiving IT support.

NOW THEREFORE, BE IT RESOLVED that the Acting General Manager is authorized to sign and execute the contract with HCC.

Adopted this 16th day of February, 2016.

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting 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 2 - ***ACTIONABLE***
Subject: Interlocal Agreement with the City of Shelton
Prepared by: Kathy Geist, T-CC Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

The Washington State Department of Ecology’s (“DOE”) Stormwater Financial Assistance Program awarded the City of Shelton (“City”) a stormwater implementation grant for a stormwater demonstration project that is adjacent to the T-CC. MTA would be responsible for all costs associated with the project in excess of the grant award, including but not limited to the 15% matching funds requirement by DOE’s Grant Agreement #WQC-2016-ShelPW-00325. Participating in this interlocal agreement will afford MTA the opportunity to combine efforts with the City, save money overall and cure a stormwater issue for the T-CC.

Fiscal Impact:

\$52,500

Staff Recommendation:

Approve

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution 2016-10 authorizing the MTA Board Chair to execute the Intergovernmental Agreement with the City of Shelton in the approximate amount of \$52,500 in connection with the stormwater demonstration project.

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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SHELTON
AND THE MASON TRANSIT AUTHORITY**

This Interlocal Agreement (this “Agreement”) is entered into by and between the City of Shelton (the “City”) and the Mason Transit Authority (the “MTA”).

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City and the MTA are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, the Washington State Department of Ecology’s Stormwater Financial Assistance Program awarded the City a Stormwater Implementation Grant for a stormwater demonstration project adjacent to the MTA’s Transit-Community Center located at 601 West Franklin Street; and

WHEREAS, the City and the MTA desire to enter into an agreement by which the City will administer the grant funding and the MTA will complete the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325.

NOW, THEREFORE, the City and the MTA mutually agree as follows:

1) Scope of Work and Financial Responsibility

The MTA, with the assistance of Mason Conservation District (“MCD”) staff, shall commence the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325, under the terms and conditions contained in the grant agreement and herein.

The MTA shall be responsible for all costs associated with this project in excess of the grant award, including but not limited to the fifteen percent (15%) matching funds required by the grant agreement.

The City will administer grant funding to the MTA in accordance with the grant agreement and as budgeted and approved by the City Commission.

2) Site Access

The MTA shall authorize the City and the MCD staff to access the construction site and other areas as needed to complete the design, permitting, and construction of the project.

3) Payment

The MTA shall submit any requests for payment to the City no more frequently than once per month, except that a “year-end” billing shall be presented during the first week of January of each year for all activities occurring through and including December 31 of the prior year. Within thirty (30) days after receipt of a request for payment, the City shall pay the full amount billed or withhold a portion thereof and provide the MTA written notice specifying the total amount withheld and the ground(s) for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

4) Effective Date, Duration, and Termination

This agreement shall be effective when both parties have duly executed it. Prior to its entry into force, this agreement must be filed with the Mason County Auditor or, alternatively, listed by subject on the MTA’s or the City’s website or other electronically retrievable public source.

This agreement shall remain in full force and effect until the project is finally accepted by the DOE grant administration team and the grant agreement is closed. The provisions regarding financial responsibility and indemnification shall survive the termination of this agreement.

5) Compliance with Legal Requirements

Each party accepts responsibility for compliance with federal, state, or local laws and regulations, including bidding requirements.

6) Relationship of the Parties

No agent, employee, or representative of the MTA shall be deemed to be an agent, employee, or representative of the City for any purpose and the employees of the MTA are not entitled to any of the benefits the City provides to City employees, and vice versa.

7) Insurance

The City is a self-insured governmental entity pursuant to the laws of the state of Washington. The City maintains property, premises, and joint general liability insurance through the Washington Cities Insurance Authority. The City certifies that it maintains property, premises liability, and general liability insurance in excess of \$2,000,000.00, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.

The MTA hereby certifies that it maintains property, premises liability, and general liability insurance up to \$2,000,000.00 per incident, including for the acts or omissions of its officers, employees, and representatives, through a qualified insurance carrier.

Either party may request proof of insurance on request from the other party.

8) Hold Harmless and Indemnification

Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, agents, and employees. MTA explicitly assumes responsibility to the City for the consequences of any act or omission of a contractor or subcontractor associated with the project.

The MTA shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, actions, suits, liability, losses, costs, expenses, and damages of any nature whatsoever, including but not limited to costs and reasonable attorney's fees or grant repayment, by reason of or arising out of the MTA's obligations under this agreement, the MTA's failure to complete the project or the MTA's failure to otherwise comply with DOE Grant Agreement # WQC-2016-ShelPW-00325 in the design, permitting, and construction of the project.

9) Governing Law and Venue

The parties agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this agreement. The parties agree that venue for any action arising from or relating to this agreement shall lie in Mason County Superior Court.

10) Representatives

The MTA:

790 East Johns Prairie Rd
Shelton, WA 98584
360-426-9434

The City:

Michael Michael, City Engineer
525 W Cota St899
Shelton, WA 98584
360-432-5125
mmichael@ci.shelton.wa.us

CITY OF SHELTON

Approved by:

Dave O'Leary, City Administrator

DATE: _____

MASON TRANSIT AUTHORITY

Approved by:

Terri Jeffreys, Board Chair

DATE: _____

RESOLUTION NO. 2016-10

A RESOLUTION AUTHORIZING THE MASON TRANSIT AUTHORITY BOARD CHAIR TO SIGN AND EXECUTE THE INTER-LOCAL AGREEMENT (ILA) WITH THE CITY OF SHELTON PROVIDING GRANT ADMINISTRATION FOR THE PROJECT IDENTIFIED IN DOE GRANT AGREEMENT#WQC-2016-SHELPW-00325

WHEREAS, the Washington State Department of Ecology's Stormwater Financial Assistance Program awarded the City of Shelton a Stormwater Implementation Grant for a stormwater demonstration project adjacent to the Mason Transit Authority's ("MTA") Transit-Community Center located at 601 West Franklin Street; and

WHEREAS, Chapter 39.34 RCW permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage;

WHEREAS, MTA shall be responsible for all costs associated with this project in excess of the grant award, including but not limited to the fifteen percent (15%) matching funds required by the Department of Ecology Grant Agreement #WQC-2016-ShelPW-00325.

NOW THEREFORE, BE IT RESOLVED the City of Shelton (the "City") and Mason Transit Authority ("MTA") enter into an agreement by which the City will administer the grant funding and MTA will complete the design, permitting, and construction of the project identified in DOE Grant Agreement # WQC-2016-ShelPW-00325; and

BE IT FURTHER RESOLVED that the MTA Board Chair is authorized to sign and execute the inter-local agreement with the City.

Adopted this 19th day of February, 2016

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting General Manager

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

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 3 – ***ACTIONABLE***
Subject: Surplus of 5 Vanpool Vans
Prepared by: Marshall Krier, Maintenance Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

Currently Mason Transit has 5 vanpool vans that have exceeded their normal life cycles and are not being used for active service. The van numbers are,
7603-2006 Ford 12 Passenger Econoline, 68,890 miles
7605-2006 Ford 12 Passenger Econoline, 69,187 miles
7611-2006 Ford 12 Passenger Econoline, 87,067 miles
7616-2006 Ford 12 Passenger Econoline, 79,497 miles
7619-2006 Ford 12 Passenger Econoline, 94,410 miles

We have not experienced a demand in vanpool service for a year and these vans have been parked for an extended period of time unused. If approved, one van will become a van grant van, one will become a staff vehicle for T-CC and three will be sent to auction. Money received from the auction of the two vans will be placed in reserves future for van replacement. MTA is in need of purchasing smaller vans to be competitive with neighboring vanpools.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board declare approve the surplus and disposal of vehicles 7603, 7605, 7611, 7616 and 7619 and adopt Resolution No. 2016-11.

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RESOLUTION NO. 2016-11

A RESOLUTION BY THE MASON TRANSIT AUTHORITY AUTHORIZING THE DISPOSAL OF SURPLUS VEHICLES.

WHEREAS, Mason Transit Authority (“MTA”) has adopted established policies to ensure the fair, impartial, responsible and practical disposition of surplus property of the MTA; and

WHEREAS, such policies ensure that the public shall receive the greatest possible value for such items.

NOW THEREFORE, BE IT RESOLVED by the Mason Transit Authority Board that the following vehicles be declared as surplus:

- 7603-2006 Ford 12 Passenger Econoline, 68,890 miles
- 7605-2006 Ford 12 Passenger Econoline, 69,187 miles
- 7611-2006 Ford 12 Passenger Econoline, 87,067 miles
- 7616-2006 Ford 12 Passenger Econoline, 79,497 miles
- 7619-2006 Ford 12 Passenger Econoline, 94,410 miles

Dated this 16th day of February 2016.

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting General Manager

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

ATTEST: _____ DATE: _____
Tracy Becht, Clerk of the Board

Mason Transit Authority Regular Board Meeting

Agenda Item: New Business– Item 4 - ***ACTIONABLE***
Subject: Van Grant Program Recipient
Prepared by: Marshall Krier, Maintenance Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

As a follow-up to Resolution No. 2010-11: A RESOLUTION adopting the Surplus Vehicle Grant program and Resolution No. 2016-11: A RESOLUTION BY THE MASON TRANSIT AUTHORITY authorizing the disposal of surplus vehicles, the Ford 2006 Econoline Club Van (VIN#1FBNE31L06HB32806) shall be awarded to Hood Canal Salmon Enhancement Group based upon criteria defined in the Surplus Vehicle Grant program.

Fiscal Impact:

None

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board authorize the Acting General Manager to execute the Agreement Relating to the Exchange of Vehicle For Transit Related Services between MTA and Hood Canal Salmon Enhancement Group.

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**AGREEMENT RELATING TO THE EXCHANGE
OF VEHICLE FOR TRANSIT RELATED SERVICES**

THIS AGREEMENT between the Mason County Public Transportation Benefit Area, (hereinafter called “Mason Transit”), and Hood Canal Salmon Enhancement Group, (hereinafter referred to as the “Vehicle Recipient”) is as follows:

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Mason Transit shall provide to the Vehicle Recipient the following described vehicle:

Make:	Ford
Year:	2006
Model:	Econoline Club Van
VIN:	1 F B N E 3 1 L 0 6 H B 3 2 8 0 6

2. The Vehicle Recipient shall provide the following services in consideration for the aforementioned vehicle: To provide enhanced transportation services for residents who live within Mason County, WA as described in Section 2, Description of Proposed Vehicle Use, in the application. Use of the vehicle for other purposes is prohibited. If the Vehicle Recipient does not use the vehicle for the above transportation service for a period of one (1) quarter, the Vehicle Recipient shall forfeit the vehicle within thirty (30) days and the vehicle shall be returned to Mason Transit. Mason Transit may use any remedy provided by law for breach of this agreement.
3. Mason Transit is giving the Vehicle Recipient the aforementioned vehicle AS IS, WHERE IS, and WITH ALL FAULTS and WITHOUT RECOURSE regarding the condition of the aforementioned vehicle. Mason Transit makes NO EXPRESSED or IMPLIED WARRANTIES of MERCHANTABILITY; NO EXPRESS or IMPLIED WARRANTIES of FITNESS; and NO EXPRESS or IMPLIED WARRANTIES or GUARANTEES of any kind regarding the aforementioned vehicle.
4. The parties to this Agreement agree that Mason Transit shall have no liabilities of any sort arising from or related to the vehicle or vehicles covered by this Agreement. The Vehicle Recipient(s) and any successor shall defend, indemnify and hold harmless Mason Transit, its officers, agents and employees from any claims or suits at law or equity, costs and/or demands of any sort, including reasonable attorneys’ fees, arising out of or related to this Agreement, the vehicle or vehicles covered by this Agreement, or any use by any person of such vehicles.



5. A Vehicle Recipient may not, within twenty-four (24) months after receipt of a vehicle under this program sell, donate or transfer ownership of any vehicle covered by this Agreement without giving Mason Transit thirty (30) days written notice. Mason Transit shall have the right during said period to require the Vehicle Recipient to return possession and ownership of the vehicle to Mason Transit at no cost to Mason Transit. If Mason Transit does not exercise the option to retake ownership of the vehicle, and the Vehicle Recipient sells, donates or transfers any vehicle or vehicles covered by this Agreement, the Vehicle Recipient shall require the transferee to execute a binding agreement to defend, indemnify and hold Mason Transit and its officers, agents and employees harmless as set out in the above provision.
6. The Vehicle Recipient shall be responsible for all licensing, permits and insurance of the aforementioned vehicle. Proof of insurance shall be provided to Mason Transit as a condition of delivery of the aforementioned vehicle. Vehicle Recipient shall promptly carry out all steps necessary to transfer vehicle title to it from Mason Transit. Vehicle Recipient must return license plate, RS05924, within fifteen (15) days from receipt of vehicle to Mason Transit.
7. The Vehicle Recipient shall provide to Mason Transit a report, quarterly for one year, containing vehicle odometer readings, number of passengers carried, and description of use of vehicle. Reports will be due June 30, 2016; September 30, 2016; December 30, 2016 and March 30, 2017. Information shall be submitted to Kristi Evans, Operations Coordinator, 790 E Johns Prairie Rd, WA 98584, or faxed to 360-426-0899.
8. The Vehicle Recipient will assure they provide transportation services only to their clients, members, guests or other similar users, not the general public, with vehicles supplied by this program. Grantee will not use the vehicle for assisting a campaign for election or for the promotion of or opposition to any ballot proposition.
9. The Vehicle Recipient will ensure that the trips originate in Mason County.



MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

By: Danette Brannin

(signature and date)

Title: Acting General Manager

ATTEST:

Witness signature and date

ORGANIZATION

By:

(signature and date)

Title:

ATTEST:

Witness signature and date

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Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 5 - ***ACTIONABLE***
Subject: Compensation of Acting General Manager
Prepared by: Rikki Johnson, Human Resources Manager
Approved by: Rikki Johnson, Human Resources Manager
Date: February 16, 2016

Summary for Discussion Purposes:

The Finance Manager, Danette Brannin, has served as Acting General Manager, effective February 3, 2016, while the General Manager is on paid administrative leave. In the event the Acting General Manager will continue to serve as and required to carry out those additional responsibilities, it is recommended that she be fairly compensated by increasing her salary in the amount of \$500.00 each pay period, with that increase becoming effective beginning the pay period that it is approved by the Board.

Fiscal Impact:

\$500.00 per pay period while the Finance Manager serves as Acting General Manager.

Staff Recommendation:

Approve the salary increase for the currently Acting General Manager, Danette Brannin.

Motion for Consideration:

Move that the Mason Transit Authority Board approve an increase in wage compensation to Danette Brannin in an amount equal to \$500.00 per pay period, to continue for so long as she serves as Acting General Manager.

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Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 6 - ***ACTIONABLE***

Subject: Memorandum of Understanding between Mason County Department of Emergency Management and Mason Transit Authority

Prepared by: Mike Ringgenberg, Operations Manager

Approved by: Danette Brannin, Acting General Manager

Date: February 16, 2016

Summary for Discussion Purposes:

Mason County Department of Emergency Management (“MCDEM”) and Mason Transit Authority (“MTA”) have previously collaborated informally regarding emergency preparedness and disaster response. MCDEM and MTA believe that the community would be better served if they were to develop joint programs to coordinate, communicate, plan, train, conduct exercises and respond to disasters impacting MTA and/or MCDEM or the community served by both agencies. To formalize that collaborative relationship, MCDEM has prepared a Memorandum of Understanding to more clearly define that relationship.

Fiscal Impact:

None.

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution 2016-12 authorizing the Acting General Manager to execute the Memorandum of Understanding between Mason County Department of Emergency Management and Mason Transit Authority.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
MASON COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT
AND
MASON TRANSIT AUTHORITY
entered into this (_____) day of 2016

A. PURPOSE

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and intra/interagency cooperation. This Memorandum of Understanding (MOU) is intended to document the intention of the Mason Transit Authority (MTA) and Mason County Department of Emergency Management (DEM) to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance in the areas of emergency preparedness and disaster response. To the maximum extent possible, the parties will develop joint programs for coordination, communication, planning, training, conducting exercises, and responding to disasters impacting MTA and/or Mason County DEM or the community served by both agencies.

B. MUTUAL AGREEMENT

1. COORDINATION

All parties agree that MTA and Mason County DEM will regularly participate in/on the Mason County Planning Team in order to:

- Define and delineate MTA's role as a first-responder resource on community disaster incidents.
- Identify and train specific employees within both agencies to act as liaisons between each.
- Familiarize local police, fire and emergency medical services (EMS) personnel with MTA facilities and equipment.
- Identify opportunities for training of MTA staff in Incident Command, the National Incident Management System (NIMS), and local disaster preparedness issues.
- Establish regular and after-hours contact information for each agency.

2. COMMUNICATION

Both parties agree to foster strong reliable relationships between MTA and Mason County DEM to disseminate, share, and evaluate information. Each party agrees to meet at least annually to discuss:

- Lines of communication (Personnel phone tree, phone #, cell #, Email addresses)
- Specific information that emergency dispatcher(s) must obtain from transit bus operator/driver(s) to ensure that 911 receives good information if/when something occurs requiring their help.
- Specific information that transit bus operator/driver(s) must obtain from emergency dispatcher(s) to ensure that transit dispatch receives good information if/when something occurs requiring their help.
- Regular and after-hours contact information for transit incident response point people.
- MTA issues that Mason County DEM needs to understand.
- Mason County DEM issues that MTA needs to understand.
- Special tools/equipment first responders might need to address transit emergencies, particularly items that they would not normally possess.
- Common interoperable frequencies for radio, audio, or video transmissions.
- Appropriate first responder unit jurisdictions.
- Transfer of Command procedures at any transit disaster.
- Identification of staff to interface with on a local disaster incident (e.g. who is in charge of ESF-1[Transportation]).
- Opportunities for basic awareness training on local safety and security issues.

3. JOINT EXERCISES

Both parties agree to the development of joint exercises that require the expertise of both entities in responding to disasters, emergencies, and threats to life and property. MTA and Mason County DEM will:

- Define the type of exercise, develop an exercise scenario, and ensure active participation by MTA and Mason County DEM response organizations.
- Identify a list of key entities that will have responsibility for developing, controlling, and participating in the exercise.
- Identify resources for developing and conducting the exercise.
- Establish a timeline for keeping such an approach on track.
- Conduct the exercise, review the lessons learned from the exercise, and incorporate them into future response and exercise plans.

4. COORDINATED RESPONSE

Both parties agree to the development of a coordinated response in event of emergency evacuation situations within the MTA, or community served by the Mason County DEM and in accordance with the Homeland Security Domestic Preparedness Program and the National Incident Management System (NIMS). Specifically, the Mason County DEM will:

- Coordinate with the MTA on its plans for responding to emergency situation planning and operations.
- Encourage transit first responders to participate in training offered by the Mason County DEM.
- Invite MTA to participate in the development and conduct of any response/recovery training, tabletop exercises, or other related exercises.
- Provide support resources to MTA in the event of an incident on an agency vehicle or in an agency facility.

C. AGREEMENT MODIFICATION PROCESS

Modifications to this agreement may be presented at anytime and shall be mutually agreed upon in writing after joint discussions involving both parties.

This Agreement shall become effective when executed by both parties and shall remain in effect for a period of five (5) years, and shall automatically be renewed for successive five (5) years periods unless terminated by either party upon sixty (60) days prior written notice.

D. PRINCIPAL CONTACTS

The principal contacts for this agreement are:

Mason Transit Authority Primary Contact	Mason County DEM - Manager
Name:	Name: G. Ross McDowell
Phone: (360)	Phone: (360) 427-9670 ext. 806
Fax: (360)	Fax: (360) 427-7756
Email:	Email: rmcowell@co.mason.wa.us
Mason Transit Authority Secondary Contact	Mason County DEM – Planner
Name:	Name: Tammi Wright
Phone: (360)	Phone: (360) 427-9670 ext. 800
Fax: (360)	Fax: (360) 427-7756
Email:	Email: tammiw@co.mason.wa.us

E. AUTHORIZED REPRESENTATIVES

By signature below, the parties certify that the individuals listed in this agreement as representatives of the parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this agreement.

Mason County Division of Emergency Management
Signature, Title

Date

Mason Transit Authority
Signature, Title

Date

RESOLUTION NO. 2016-12

A RESOLUTION AUTHORIZING THE MASON TRANSIT AUTHORITY ACTING GENERAL MANAGER TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MASON COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND MASON TRANSIT AUTHORITY FORMALIZING A COLLABORATE RELATIONSHIP FOR EMERGENCY AND DISASTER RESPONSE.

WHEREAS, Mason County Department of Emergency Management (“MCDEM”) and Mason Transit Authority (“MTA”) have enjoyed an informally collaborative relationship with regard to emergency and disaster response; and

WHEREAS, MCDEM and MTA believe that the community would be better served if they were to develop joint programs to coordinate, communicate, plan, train, conduct exercises and respond to disasters impacting MTA and/or MCDEM or the community served by both agencies; and

WHEREAS, to formalize that collaborative relationship, a memorandum of understanding has been prepared to more clearly define the collaborative efforts of MCDEM and MTA.

NOW THEREFORE, BE IT RESOLVED that Mason Transit Authority and Mason County Department of Emergency Management hereby enter into the Memorandum of Understanding between Mason County Department of Emergency Management (“MCDEM”) and Mason Transit Authority.

BE IT FURTHER RESOLVED that the Mason Transit Authority authorizes the Acting General Manager to sign and execute the Memorandum of Understanding with MCDEM.

Adopted this 16th day of February, 2016.

Terri Jeffreys, Chair

John Campbell, Vice-Chair

Wes Martin, Authority Member

Tracy Moore, Authority Member

Randy Neatherlin, Authority Member

Deborah Petersen, Authority Member

Don Pogreba, Authority Member

Ginger Seslar, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: _____
Danette Brannin, Acting 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 7 – ***ACTIONABLE***
Subject: Real-Estate Marketing Services
Prepared by: Kathy Geist, T-CC Manager
Approved by: Danette Brannin, Acting General Manager
Date: February 16, 2016

Summary for Discussion Purposes:

It is industry standard when marketing commercial space to contract with a real-estate professional broker to market commercial lease spaces. The cost of advertising is extremely expensive. While the LEEDS portion of the T-CC is leasing very well as expected, the storefront retail/office spaces are struggling. Entering into a contract with a broker will provide for much greater geographical “reach” which is what we believe is required in order to find viable appropriate commercial tenants. MTA will save the cost of advertising. MTA will pay a small commission to the broker only when they secure a long term tenant and rental income is coming in.

Fiscal Impact: TBD

Please see attached proposal. Please be advised that we have negotiated the upcoming contract to NOT include commission on future lease renewals

Staff Recommendation:

Enter into an approved contract with Keller Williams Commercial for real-estate marketing/leasing services

Motion for Consideration:

A motion authorizing Mason Transit Authority Acting General Manager to sign a contract with Keller Williams Commercial based upon its proposal dated January 31, 2016, for real-estate services marketing available spaces located at the Transit-Community Center for a 9 month period beginning March 1, 2016.

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Proposal
Mason Transit Authority
Office and Retail Space Leasing

January 31, 2016

Location: 601 West Franklin Street, Shelton WA 89584

Broker: **JMB Ventures, Inc. a wholly owned woman-owned corporation.** Janice Merrill Brown, licensed Managing Broker with KW Commercial and Keller Williams Downtown Seattle is the bidding vendor/broker.

Terms: Ms. Brown, now to be referred to as Managing Broker, and her team of professionals will procure both retail and office tenants for the MTA buildings in Shelton WA. The team will seek 3-5 year leases from local, regional and national businesses to complement the beautiful asset known as the Mason Transit Authority buildings.

The listing will be for a 9 month period commencing the week of February 1, 2016 with options to renew the lease listing on mutual agreement. If chosen, the listing paperwork and real estate related forms will be delivered within 3 business days of awarding of the contract.

Fees: The Managing Broker's team (KW Commercial and Keller Williams) will received compensation as follows:

- a. If team brings tenant who signs a lease, 5% of the month lease fee, paid monthly for the term of the lease and 4% of any renewals thereafter.
- b. If team brings tenant who signs a lease through an outside real estate company, the fees will be 3% for the listing agent (KW Commercial) and 3% for the outside real estate company; paid on the monthly lease amount and paid monthly. 2% for any renewals thereafter.
- c. If MTA procures tenant for the spaces without use of the Managing Broker's team, then no lease commissions will be due Managing Broker's team.

Leases: The MTA has its own lease forms, which will be utilized.

KW Commercial

1100 Dexter Ave. N., Suite 275, Seattle WA 98109



MTA Proposal

Page Two

January 31, 2016

Marketing: The following is the marketing and exposure this listing will receive:

KW Commercial – national outreach of all KW Commercial Brokers

KWLS – Listing platform of Keller Williams that is uploaded to over 200 search engines for maximum exposure.

NWMLS – Statewide exposure to brokers, both residential and commercial

Local and Regional – PR and advertising in newspapers and newsletters

Ridership – outreach to ridership who may know of potential vendors

Clubs – Lions, Rotary, Elks, Soroptomists, etc. and their membership

Non-Profits – Local, Regional and Statewide Agencies

Social Media – Linked-In, Facebook, etc.

Signage: “FOR LEASE” signage to appear in both the retail and office spaces indicating KW Commercial.

Agents: Primary agents for this project are Janice Merrill Brown and Scotty Mills of Keller Williams Realty Olympia.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Janice Merrill Brown', written over a large, stylized blue scribble.

Janice Merrill Brown, JMB Ventures, Inc., President

Managing Broker/KW Commercial

(206) – 679-4004 Cell (206) 858-6800 office

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 8 – *Informational*
Subject: FTE Change - Drivers
Prepared by: Danette Brannin, Acting General Manager/Finance Manager
Approved by: Danette Brannin, Acting General Manager/Finance Manager
Date: February 16, 2016

Summary for Discussion Purposes:

For some time MTA has been short drivers causing part-time drivers to work more hours to cover service than what their status as part-time indicates. Essentially several part-time drivers are working full-time without the benefits allowed full-time drivers.

After meeting with Mike Ringgenberg and Rikki Johnson regarding the implications working part-time staff more than 30 hours a week in relation to the Affordable Care Act (ACA), it has been determined that in order to be in compliance with the ACA and cover service, a change is needed in the amount of full-time drivers.

We will be changing the status of two part-time drivers to full-time at the next driver shake-up. This will allow Operations to manage the part-time drivers' hours so that we remain in compliance with the ACA and cover the present service. The change does not affect the position count; only the FTE count as shown in the chart.

Mason Transit Authority									
Staff Positions and Full-Time (FTE) Equivalent Position Detail - 2015 & 2016 Budgets									
Department	2015 Budget - Positions	Change	2016 Budget - Positions		2015 Budget - FTEs	Change	2016 Budget - FTEs	Adjusted 2016 - FTEs	Change
Operations									
Operations Manager	1.0	0.0	1.0		1.0	0.0	1.0	1	0.0
Operations Supervisor	5.0	0.0	5.0		4.8	0.3	5.0	5	0.0
Operations Coordinator	1.0	0.0	1.0		1.0	0.0	1.0	1	0.0
Dispatcher/Schedule	8.0	0.0	8.0		7.0	0.5	7.5	7.5	0.0
Drivers	45.0	1.0	46.0		37.3	3.1	40.4	41	0.6
Worker/Drivers	10.0	1.0	11.0		2.5	0.0	2.5	2.5	0.0
Total Operations	70.0	2.0	72.0		53.5	3.9	57.4	58.0	0.6

Fiscal Impact:

Estimated to be \$30k in wage and benefit difference; however, it should be able to be absorbed in the current and approved 2016 budget.

Staff Recommendation:

None.

Motion for Consideration:

None.

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Mason Transit Authority Regular Board Meeting

Agenda Item: New Business – Item 9 - *DISCUSSION*

Subject: Request for Qualifications by vendors for Architectural and Engineering (A/E) Services for the Park and Ride Development Project; board participation in selection of firm to perform services

Prepared by: Mike Oliver, Development Manager

Approved by: Danette Brannin, Acting General Manager

Date: February 16, 2016

Summary for Discussion Purposes:

Mason Transit Authority (MTA) has been awarded funding through the Washington State Department of Transportation Regional Mobility Grant Program for the “Park and Ride Development Project”, staff has published a “Request for Qualifications” (RFQ) in the procurement of a qualified Architectural and Engineering Firm to assist the agency in developing formal scope, budget, design, any needed environmental and geographical study, property procurement, public engagement and construction management assistance in completion of the project.

The deadline for submittals for this very important procurement is March 4, 2016 with projected contract award to the selected finalist at the April 19, 2016 MTA Board Meeting.

Staff would like to invite a MTA Board Member to participate in the final selection. The participating member will be joining an extremely qualified selection panel of public service professionals, and all information and schedules will be provided for review.

Staff Recommendation:

Participation of a Mason Transit Authority board member in the Procurement of A/E Services for the MTA Park and Ride Project.

Motion for Consideration:

None.

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Mason Transit Authority Board
Regular Meeting
February 16, 2016, 4:00 p.m.
Transit-Community Center Conference Room
601 West Franklin Street, Shelton, WA

HUMAN RESOURCES – Rikki Johnson

RECRUITMENT

- Beginning recruitments for drivers. The class will begin March 7, 2016.
- Interviewing for the Safety & Training Instructor

WELLNESS PROGRAM

- Awaiting response from WellCity to see if Mason Transit will be receiving the 2% reduction in health care premiums.

WORKER'S COMPENSATION/L&I

- Two former employees are receiving L&I benefits.
- Worked with Marshall Krier to bring in Jim Szpeck to conduct a Courtesy Inspection of our facilities. We will be receiving his report in about six to eight weeks. Confident we did well.

ALL STAFF MEETING

- Attending the All Staff Meeting and presented the Employee Satisfaction Survey results, brought in speaker Brad Miller to talk about Mason County United Way, arranged for Chief Moody to talk about active shooter, presented service awards and conducted drawing for the Health Questionnaire awards.

UNION

- Will meet with Bobby Joe Murray, IAM rep.; Danette Brannin, Finance/IT Manager; and Shannon Phillips, Summit Law on February 11 to begin contract negotiations.

MAINTENANCE/FACILITIES – Marshall Krier

- I attended and chaired the first meeting of the Washington State Transit Association sub-committee Asset Management, State of Good Repair in Moses Lake on Thursday February 11th. Agenda topics included Define State of Good Repair and Establishing Asset Performance Measures. This program is required by the FTA and implementation is to occur in 2017.
- To reduce costs, we are testing going paperless in the maintenance shop. Although we can never be completely paperless, our goal is to reduce consumption in any way possible. Implementing this program will save approximately 300 hours per year in labor savings. An average of 37.5 hours/employee and will reduce our paper usage by approximately 75 percent.



- For increased security and better visibility we upgraded the lighting on our access road off Hiawatha at the end of January. We had Mason PUD 3 install two new poles with LED lighting and our existing pole lights for the employee parking were also upgraded with LED lamps.
- Significant progress has been made upgrading our security camera system. We had a new recorder/server installed and several new cameras ordered. We will be placing a camera with a view of the com-center and building 2 entrance door, additional cameras for better bus parking lot coverage and upgraded the camera for the bus exit gate area.

FINANCE – Danette Brannin

- Participated in GASB 68 Webinar
- Working on 2015 Year-end Financial Statements
- Training new team member, Chrissy Hammond
- Participated in first meeting with HR Manager, labor attorney and union representative
- Reviewed contract for Hood Canal Communications
- Submitted capital (1) and operating (2) grant reimbursements to WSDOT
- Reviewed contracts

DEVELOPMENT – Mike Oliver

- Development is working on the Request for Qualifications for Architectural and Engineering Services and the continued effort for the Regional Mobility-Park and Ride Development. We are on schedule to bring a qualified firm and contract to the board on at the April 19, 2016 Board Meeting. Additionally, we have engaged an On-Call Consultant to assist with interim work on the Shelton Matlock Park and Ride in conjunction with the Commuter Service started during the last quarter of 2015. This effort concentrates on performing minimum design and construction to allow a turn-around point for busses operating in the area. All of the interim work is geared toward coordination with the larger Park and Ride Development effort and will be conducted outside of the scope of that later project which will ultimately enhance, enlarge and modernize the location. The interim work is geared more toward establishing an immediate agreement with WSDOT allowing MTA to assume maintenance and care of the existing location. This agreement must be in place before MTA can proceed with any work. The consultant is working directly WSDOT divisions to establish this agreement.



OUTREACH – Christina Kramer

- Negotiated additional funding allocation from LMTAAA in the amount of \$1,500 to fund ride scheduling software for the volunteer driver program. Contract amendment included in board packet.
- Entered into a year-to-year contract with Trillium for GTFS (General Transit Feed Specifications) Manager software, this will greatly improve our information system to riders regarding trip planning on regular routes as it powers Google Trip Planner and other software apps for bus riders.
- Currently researching options for translator services for select promotional and public information documents.
- In beginning stages of planning with Shelton School District representatives to develop reoccurring transit presentations to non-English speaking students and their tutors.
- Continuing research on social media and best practices; currently, specifically for processing customer complaints.
- In process of updating the MTA Transit Schedule & Guide Book; as part of the process, researching potential focus groups for review and feedback on design/layout.

T-CC – Kathy Geist

- The gym use for January was 621. We had three special events in January! Parks and recreation uses stayed the same.
- Olympic Community College now has a full time staff person in the computer lab and they have begun computer classes for the public. Our own Sue Richards is taking a computer class right here at the T-CC!
- We did receive concurrence from FTA for the lease with Community Youth Services for 1749 square feet of second floor space in the LEEDS building. There was a further negotiation with CYS and we have asked for concurrence with the changes to the draft lease.
- We received replies to our RFP and will soon be placing vending machines in the atrium.
- We received two replies to our real-estate services RFP. We are currently reviewing those and will choose the winning firm in the coming week.
- Now that DOE has sent the contract, we have begun the work on the parking plaza with the City of Shelton as our required municipal administrative support for the plaza grant as well as Mason Conservation who is our great partner in this project! The ILA is in your packet for approval for this project.
- I will be managing MTAs involvement with the Franklin Street improvements project with the City of Shelton, more to come on that as it moves forward.



OPERATIONS – Mike Ringgenberg

- A new Safety & Training Instructor was hired: MTA Driver-Lisa Davis was promoted!
- MTA New Driver Class 2016-01 Graduated on Feb 12, 2016—3 New drivers are on the road starting 16 Feb 2016-Congrats Sally, Justin, & John.
- Jason Rowe's position in the CommCenter and as a Web designer for MTA and was realigned, his new title is "Communications Technician." Congrats—Jason!
- Reenergized the Vanpool promotion campaign – advertising, on-site presentations, and news articles.
- 1 Feb 2016 Shift Shake up completed.

Operations Report January 2016

Service Statistics

The following table shows the ridership, hours and mileage statistics for each mode of service. It compares January 2015 to January 2016 data. No special Events were provided for the month of January.

Totals		Jan-16	Jan-15	2016 YTD	2015 YTD	YTD % (+ -)
Fixed Route	Ridership	28,358	29,778	28,358	29,778	-5%
	Total Hours	2,628	2,310	2,628	2,310	14%
	Mileage	52,596	43,247	52,596	43,247	22%
After School Activities	Ridership	149	851	149	851	-82%
	Total Hours	35	126	35	126	-72%
	Mileage	680	2,567	680	2,567	-74%
Worker/Driver	Ridership	3,937	4,159	3,937	4,159	-5%
	Total Hours	197	227	197	227	-13%
	Mileage	4,656	5,161	4,656	5,161	-10%
Pilot Service	Ridership	649	579	649	579	12%
	Total Hours	119	134	119	134	-11%
	Mileage	3,131	3,347	3,131	3,347	-6%
Dial-A-Ride	Ridership	3,654	4,215	3,654	4,215	-13%
	Total Hours	2,123	2,001	2,123	2,001	6%
	Mileage	24,431	26,217	24,431	26,217	-7%
Vanpool	Ridership	2,289	3,239	2,289	3,239	-29%
	Mileage	13,934	20,345	13,934	20,345	-32%
Special Events	Ridership	0	0	0	0	0%
	Total Hours	0	0	0	0	0%
	Mileage	0	0	0	0	0%
Volunteer	Ridership	97	107	97	107	-9%
	Total Hours	157	172	157	172	-9%
	Mileage	4,096	4,298	4,096	4,298	-5%
All Modes Total	Ridership	39,133	42,928	39,133	42,928	-10%